UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT TO RULE 13d-1(a)
AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)

Prime Group Realty Trust

(Name of Issuer)

Common Shares of Beneficial Interest,
par value $0.01 per share

(Title of Class of Securities)

74158J103

(CUSIP Number)

Joseph Macnow
Vornado Realty Trust
888 Seventh Avenue
New York, New York 10019
(212) 894-7000

(Name, Address and Telephone Number of Person Authorized
to Receive Notices and Communications)

With a copy to:
William G. Farrar
Alan Sinsheimer
Sullivan & Cromwell
125 Broad Street
New York, New York 10004
(212) 558-4000

October 25, 2001

(Date of Event Which Requires Filing of This Statement)

If a filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [ ].

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section of the Exchange Act but shall be subject to all other provisions of the Exchange Act.

(Continued on following pages)

1. NAME OF REPORTING PERSON: Vornado Realty Trust
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):
22-1657560

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a) [X]
(b) [ ]

3. SEC USE ONLY

4. SOURCE OF FUNDS:
AF

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [ ]

6. CITIZENSHIP OR PLACE OF ORGANIZATION
Maryland

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 7,944,893
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 7,944,893

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
7,944,893

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES [ ]

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
33.6% as calculated in accordance with Rule 13d-3(d)(1)

14. TYPE OF REPORTING PERSON
OO (real estate investment trust)

1. NAME OF REPORTING PERSON: Vornado Realty L.P.
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):
13-3925979

2. CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(a) [X]
(b) [ ]

3. SEC USE ONLY

4. SOURCE OF FUNDS
WC

5. CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS
REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) [ ]

6. CITIZENSHIP OR PLACE OF ORGANIZATION
Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7.	SOLE VOTING POWER 0
	8.	SHARED VOTING POWER 7,944,893
	9.	SOLE DISPOSITIVE POWER 0
	10.	SHARED DISPOSITIVE POWER 7,944,893

11. AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON
7,944,893

12. CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES [ ]

13. PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)
33.6% as calculated in accordance with Rule 13d-3(d)(1)

14. TYPE OF REPORTING PERSON
PN

1.	NAME OF REPORTING PERSON: Vornado PS, L.L.C. I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY):	
2.	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP	(a) [X] (b) [ ]
3.	SEC USE ONLY	
4.	SOURCE OF FUNDS: AF	
5.	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e)	[ ]
6.	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7. SOLE VOTING POWER 0	
	8. SHARED VOTING POWER 7,944,893	
	9. SOLE DISPOSITIVE POWER 0	
	10. SHARED DISPOSITIVE POWER 7,944,893	
11.	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,944,893	
12.	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES	[ ]
13.	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 33.6% as calculated in accordance with Rule 13d-3(d)(1)	
14.	TYPE OF REPORTING PERSON OO (limited liability company)	

Any disclosures made herein with respect to persons other than the Reporting Persons are made on information and belief after making appropriate inquiry.

As described in more detail in Item 3 below, the Reporting Persons, directly or indirectly, hold loans of Primestone Investment Partners L.P. (the "Borrower") which are secured by a pledge of partnership units held by the Borrower. Those partnership units are exchangeable for Common Shares of Beneficial Interest, par value $0.01 per share ("Common Shares"), of Prime Group Realty Trust, a Maryland real estate investment trust (the "Issuer"), or, at the option of the Issuer, cash. Those loans are currently in default, and the Reporting Persons have commenced foreclosure proceedings against the partnership units. It is possible that the Reporting Persons may now be deemed to be the beneficial owners of those Common Shares for purposes of Section 13(d) or 13(g) of the Exchange Act.

Pursuant to Rule 13d-4 under the Exchange Act, each of the Reporting Persons declares that the filing of this statement shall not be construed as an admission that such Reporting Person is, for the purposes of Section 13(d) or 13(g) of the Exchange Act, the beneficial owner of any Common Shares.

Item 1. Security and Issuer.

This statement relates to Common Shares of the Issuer. All references in this statement to the beneficial ownership of Common Shares assume the Reporting Persons acquire the Common Units (as defined below) securing the loans referred to below and exchange all of those Common Units for Common Shares.

The principal executive offices of the Issuer are located at 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601.

Item 2. Identity and Background.

(a), (f) This statement is being filed by Vornado Realty Trust, a Maryland real estate investment trust ("Vornado"), Vornado Realty L.P., a Delaware limited partnership (the "Operating Partnership"), and Vornado PS, L.L.C., a Delaware limited liability company and a wholly owned subsidiary of the Operating Partnership ("Vornado PS"). Vornado conducts its business through, and substantially all of its assets are held directly or indirectly by, the Operating Partnership. Vornado is the sole general partner of the Operating Partnership and owned approximately 86% of the common limited partnership interest in the Operating Partnership at June 30, 2001. The Reporting Persons have entered into a Joint Filing Agreement, dated as of November 2, 2001, a copy of which is attached as an exhibit hereto. The name and citizenship of each Trustee and executive officer of Vornado are set forth in Schedule I hereto and are incorporated herein by reference.

(b) The principal executive offices of Vornado, and the Operating Partnership and Vornado PS are located at 888 Seventh Avenue, New York, New York 10019. The principal business address of each Trustee and executive officer of Vornado is set forth in Schedule I hereto and incorporated herein by reference.

(c) The principal business of Vornado, the Operating Partnership and Vornado PS is real estate and related investments. The present principal occupation or employment of each Trustee and executive officer of Vornado and the name, principal business and address of any corporation or other organization in which such employment is conducted are set forth in Schedule I hereto and incorporated herein by reference.

(d), (e) During the last five years, none of the Reporting Persons and, to the knowledge of each of the Reporting Persons, none of the persons listed on Schedule I hereto (i) has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

Item 3. Source or Amount of Funds or Other Consideration.

On September 28, 2000, Vornado PS made a $62,000,000 subordinated loan (the "Subordinated Loan") to the Borrower secured by a pledge of 7,944,893 limited partner common units ("Common Units") in Prime Group Realty, L.P., the operating partnership of the Issuer ("Prime Group Realty, L.P."). The Common Units are exchangeable for 7,944,893 Common Shares or, at the option of the Issuer, an amount of cash equal to the fair market value of 7,944,893 Common Shares at the time of the exchange. The Subordinated Loan is guaranteed by Prime International, Inc., The Prime Group, Inc.("PGI"), Prime Group Limited Partnership, PGLP, Inc. and Prime Group II, L.P. (the "Guarantors"), which are affiliates of the Borrower. The Subordinated Loan is subordinate to a $37,957,000 loan (the "Senior Loan") that was made in the original principal amount of $40,000,000 in September 2000 by P-B Finance Ltd., an affiliate of Prudential Securities Credit Corp., L.L.C. ("PBF"). The Senior Loan is secured by a pledge of the same 7,944,893 Common Units that secure the Subordinated Loan and is guaranteed by the Guarantors. Vornado PS acquired the Senior Loan from PBF on October 31, 2001 for $37,978,480 (par plus accrued interest) in cash.

The scheduled maturity of the Subordinated Loan was the earlier of October 25, 2001 or the occurrence of a change in control with respect to the Issuer, Prime Group Realty, L.P., the Borrower or any Guarantor. The scheduled maturity of the Subordinated Loan had an eleven month extension option that was not exercisable because the conditions to such extension were not satisfied. The original scheduled maturity of the Senior Loan was September 25, 2001, which was extended to the earliest to occur of (i) the repayment of the Subordinated Loan, (ii) November 30, 2001, and (iii) the date of the occurrence of a change in control with respect to any of the Borrower, any guarantor of the Senior Loan, the Issuer or Prime Group Realty, L.P.

On October 25, 2001, the Borrower failed to pay the amount due under the Subordinated Loan at maturity, and Vornado PS declared a default as a result of such failure. The default under the Subordinated Loan also constitutes a default under the Senior Loan. On October 26, 2001 PBF declared a default under the Senior Loan resulting from such default under the Subordinated Loan. In addition, on October 30, 2001, the Borrower also defaulted on a margin call made by PBF under the Senior Loan on October 26, 2001.

Vornado PS obtained the $62,000,000 used to make the Subordinated Loan and the $37,978,480 used to acquire the Senior Loan as capital contributions from the Operating Partnership, which in turn obtained those funds from its working capital.

Item 4. Purpose of the Transaction.

As described in Item 3, defaults have been declared under both the Subordinated Loan and the Senior Loan, and Vornado PS has commenced foreclosure proceedings against the Common Units securing those loans and is currently exploring all other available legal rights and remedies in order to obtain repayment of those loans. Such Common Units are expected to be offered at public auction (the "Foreclosure Auction") pursuant to the foreclosure provisions of the Uniform Commercial Code on November 20, 2001, and the Operating Partnership, Vornado PS or any of their affiliates may bid at the Foreclosure Auction.

Each of Vornado, the Operating Partnership and Vornado PS will continue to assess its position relative to the Borrower and the Issuer and, depending on market conditions, the Issuer's financial condition, business, operations and prospects and other factors, and subject to contractual agreements with the Issuer to which it is a party, may: take such actions in connection with the foreclosure proceedings or other legal procedures or proceedings as it may deem to be appropriate in the circumstances; acquire or cause the disposition of the Common Units securing the loans (or the Common Shares for which such Common Units are exchangeable), through foreclosure or otherwise; acquire other Common Units, Common Shares or other debt or equity securities of the Issuer or its subsidiaries, in the open market, in private transactions or otherwise; seek representation on or control of the board of directors of the Issuer; dispose of all or any portion of the Common Units, Common Shares or other securities it may hereafter acquire; seek to engage, by itself or with one or more additional parties, in one or more extraordinary transactions, such as tender offers, mergers, reorganizations or liquidations involving the Issuer or any of its subsidiaries or purchases or sales of a material amount of the assets of the Issuer or any of its subsidiaries; engage in discussions with the management and/or significant shareholders of the Issuer or partners of the Borrower, or otherwise make a plan or proposal, with respect to any of the foregoing; and/or take any other action which it may deem to be appropriate in the circumstances.

Item 5. Interest in Securities of the Issuer.

(a) See Items 11 and 13 on each of pages 2, 3 and 4 above, which items are incorporated herein by reference.

(b) See Items 7, 8, 9 and 10 on each of pages 2, 3 and 4 above, which items are incorporated herein by reference.

(c) No transactions in the Common Shares were effected by Reporting Persons during the past 60 days, except to the extent that such transactions may be deemed to have occurred as described in Items 3 and 4 above.

(d) No person is known by any Reporting Person to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, any of the Common Shares that may be deemed to be beneficially owned by any Reporting Person, other than the Borrower, subject to the provisions of the agreements described in Item 6.

(e) Inapplicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Pursuant to a Pledge and Security Agreement, dated September 26, 2000, between Vornado PS and the Borrower, the Borrower has pledged to Vornado PS all 7,944,893 Common Units held by the Borrower, subject to the rights of the lender under the Senior Loan in such Common Units. Those same 7,944,893 Common Units are subject to an Amended and Restated Pledge and Security Agreement, dated September 26, 2000, between the Borrower and Vornado PS, as assignee of PBF, pursuant to which the Borrower pledged its interest in such Common Units to Vornado PS, as assignee of PBF. The Borrower, PBF and Prudential Securities Incorporated entered into a Securities Account Control Agreement, dated as of September 26, 2000, pursuant to which Vornado PS, as assignee of PBF, has a security interest in the account in which the Common Units pledged as security for the Senior Loan and Subordinated Loan have been held. Pursuant to the terms of the Pledge and Security Agreement, dated September 26, 2000, between Borrower and Vornado PS, as assignee of PBF, and the Pledge and Security Agreement, dated September 26, 2000, between Borrower and Vornado PS, Vornado PS has transferred the Common Units pledged as security for the Senior Loan and the Subordinated Loan to an account in the name of Vornado PS where such pledged Common Units (and any Common Shares issued upon exchange of such Common Units) will be held until the conclusion of the Foreclosure Auction referred to in Item 4 above.

During the pendency of the foreclosure, the foregoing agreements give the Reporting Persons, directly or indirectly, the right to require that the 7,944,893 pledged Common Units be exchanged for 7,944,893 Common Shares or, at the option of the Issuer, an amount of cash equal to the fair market value of 7,944,893 Common Shares at the time of the exchange; if the Reporting Persons exercised that right and the Common Units were exchanged for Common Shares rather than cash, those agreements would give the Reporting Persons, directly or indirectly, (i) the right to vote those Common Shares, (ii) the right to receive any distributions on those Common Shares and (iii) the right to direct the disposition of those Common Shares.

In connection with the making of the Senior Loan by PBF and the Subordinated Loan by Vornado PS in September 2000, PBF and Vornado PS requested and received certain consents and other agreements relating to the Issuer, including:

(a) a waiver of the 9.9% Common Share ownership limitation set forth in the Issuer's Declaration of Trust and certain Maryland anti-takeover statutes in the event (and to the extent)that Vornado PS obtains ownership of the Common Units (or Common Shares issuable upon exchange thereof) securing the Subordinated Loan after a foreclosure or similar action;

(b) a right of Vornado PS to receive a position on the Board of Trustees of the Issuer (which position is subject to re-election by the Issuer's shareholders in the same manner as all other Trustees) in the event that the Issuer had not consummated a strategic transaction within twelve (12) months after the closing of the Subordinated Loan pursuant to the Issuer's previously announced review of strategic alternatives; although Vornado PS could currently exercise such right, Vornado PS has not to date elected to exercise such right; and

(c) the shortening of certain time periods of notice under the partnership agreement of Prime Group Realty, L.P. in the event that the lender under either the Senior Loan or the Subordinated Loan forecloses on the Common Units and elects to exchange such Common Units for Common Shares (or at the election of the Issuer, cash).

In addition, Michael W. Reschke, the Chairman of the Issuer's Board of Trustees, and Richard S. Curto, the Chief Executive Officer and a Trustee of the Issuer, have agreed to tender their resignations to the Issuer's Board in the event of a bankruptcy of the Borrower, the Issuer, PGI or certain of PGI's affiliates, or in the event Vornado PS becomes the owner of the pledged Common Units after a successful foreclosure action. PGI is a privately held company controlled by Mr. Reschke.

Also in connection with the making of the Subordinated Loan and the granting by the Issuer of the rights described above, Vornado PS has agreed (the "Standstill Agreement") that neither it nor or any of its affiliates would acquire Common Shares, Common Units or any other equity securities of the Issuer or Prime Group Realty, L.P. without the approval of the Issuer, except for the Common Units subject to the pledge securing the Subordinated Loan and any Common Shares issued upon exchange of such Common Units. Vornado PS has asked the Issuer and Prime Group Realty, L.P. to agree that all rights under the foregoing consents be assignable and that any person or entity subject to a standstill or similar agreement with the Issuer be permitted to bid at the Foreclosure Auction and, if such bid is successful, to purchase the pledged Common Units or Common Shares issuable upon exchange of such Common Units.

Pursuant to the terms and conditions of the Registration Rights Agreement, dated as of November 17, 1997 (the "Registration Rights Agreement"), by and among the Issuer, the Borrower and the other parties thereto, the Issuer granted certain demand and incidental registration rights to the Borrower and certain other holders of Common Units for the registration under the Securities Act of 1933, as amended, of Common Shares issuable upon exchange of such Common Units. In connection with the making of the Senior Loan, the Borrower assigned its rights under the Registration Rights Agreement to PBF in the event that PBF acquires the Common Units (or Common Shares issuable upon exchange thereof) securing the Senior Loan, and those rights have been assigned by PBF to Vornado PS. In addition, in connection with the making of the Subordinated Loan, the Borrower assigned its rights under the Registration Rights Agreement to Vornado PS in the event that Vornado PS acquires the Common Units (or Common Shares Issuable upon exchange thereof)securing the Subordinated Loan. The Issuer registered such Common Shares pursuant to an effective Registration Statement (Registration No. 333-64973) and filed a prospectus supplement with respect to possible sales of such Common Shares by Vornado PS, any transferee holder of the Subordinated Loan and/or any subsequent holder of the Common Units pledged by the Borrower to Vornado PS.

Item 7. Material to Be Filed as Exhibits.

99.1 Joint Filing Agreement, dated November 2, 2001, among Vornado Realty Trust, Vornado Realty L.P. and Vornado PS, L.L.C.

99.2 Loan Agreement, dated as of September 26, 2000, among Vornado PS, L.L.C., Primestone Investment Partners L.P. and the other parties thereto (incorporated by reference to Exhibit 99.50 to the Schedule 13D (File No. 005-51993) with respect to the Common Shares of the Issuer filed on October 23, 2000 by Michael W. Reschke, Primestone Investment Partners L.P., PG/Primestone, L.L.C. and The Prime Group, Inc.)

99.3 Amended and Restated Credit Agreement, dated as of September 26, 2000, between Primestone Investment Partners L.P., P-B Finance Ltd. and the other parties thereto (incorporated by reference to Exhibit 99.2 to the Schedule 13D (File No. 005-51993) with respect to the Common Shares of the Issuer filed on October 23, 2000 by Michael W. Reschke, Primestone Investment Partners L.P., PG/Primestone, L.L.C., The Prime Group, Inc.)

99.4 Amended and Restated Pledge and Security Agreement, dated as of September 26, 2000, between Primestone Investment Partners L.P. and P-B Finance Ltd. (incorporated by reference to Exhibit 99.48 to the Schedule 13D (File No. 005-51993) with respect to the Common Shares of the Issuer filed on October 23, 2000 by Michael W. Reschke, Primestone Investment Partners L.P., PG/Primestone, L.L.C. and The Prime Group, Inc.)

99.5 Securities Account Control Agreement, dated as of September 26, 2000, among Primestone Investment Partners L.P., P-B Finance Ltd. and Prudential Securities Incorporated.

99.6 Pledge and Security Agreement, dated September 26, 2000, between Vornado PS, L.L.C. and Primestone Investment Partners L.P. (incorporated by reference to Exhibit 99.51 to the Schedule 13D (File No. 005-51993) with respect to the Common Shares of the Issuer filed on October 23, 2000 by Michael W. Reschke, Primestone Investment Partners L.P., PG/Primestone, L.L.C. and The Prime Group, Inc.)

99.7 Consent and Agreement, dated September 26, 2000, by Prime Group Realty Trust and Prime Group Realty, L.P., in favor of Vornado PS, L.L.C.

99.8 Amended and Restated Consent and Agreement of Prime Group Realty, L.P., dated as of September 26, 2000, by Prime Group Realty, L.P. in favor of P-B Finance Ltd.

99.9 Amended and Restated Consent and Agreement of Prime Group Realty Trust, dated as of September 26, 2000, by Prime Group Realty Trust in favor of P-B Finance Ltd.

99.10 Registration Rights Agreement, dated as of November 17, 1997, among Prime Group Realty Trust, Primestone Investment Partners L.P. and the other parties thereto (incorporated by reference to Exhibit 99.3 to the Schedule 13D (File No. 005-51993) with respect to the Common Shares of the Issuer filed on October 23, 2000 by Michael W. Reschke, Primestone Investment Partners L.P., PG/Primestone, L.L.C. and The Prime Group, Inc.)

99.11 Assignment of Loan and Loan Documents, dated as of October 31, 2001, between P-B Finance Ltd. and Vornado PS, L.L.C.

SIGNATURES

After reasonable inquiry and to the best of my knowledge and belief, each of the undersigned certifies that the information set forth in this Schedule 13D is true, complete and correct.

Dated: November 2, 2001

VORNADO REALTY TRUST

By: /s/ Joseph Macnow

Name: Joseph Macnow
Title: Executive Vice President-Finance and Administration, Chief Financial Officer

VORNADO REALTY L.P.

By: VORNADO REALTY TRUST,
its general partner

By: /s/ Joseph Macnow

Name: Joseph Macnow
Title: Executive Vice President-Finance and Administration, Chief Financial Officer

VORNADO PS, L.L.C.

By: VORNADO REALTY L.P.,
its sole member

By: VORNADO REALTY TRUST,
its general partner

By: /s/ Joseph Macnow

Name: Joseph Macnow
Title: Executive Vice President-Finance and Administration, Chief Financial Officer

SCHEDULE I

Name	Present Principal Occupation or Employment
Steven Roth	Chairman of the Board and Chief Executive Officer of Vornado.
Michael D. Fascitelli	President and a Trustee of Vornado.
David Mandelbaum (Trustee of Vornado)	A member of the law firm of Mandelbaum & Mandelbaum, P.C., 80 Main Street, West Orange, New Jersey 07052.
Stanley Simon (Trustee of Vornado)	Owner of Stanley Simon and Associates, management and financial consultants, 70 Pine Street, Room 3301, New York, New York 10270.
Ronald Targan (Trustee of Vornado)	A member of the law firm of Scheckner and Targan, P.A.; President of Malt Products Corporation of New Jersey, a producer of malt syrup; principal business address: Malt Products Corporation of New Jersey, 88 Market Street, Saddle Brook, New Jersey 07663.
Richard West	Director or Trustee of Vornado, Vornado Operating Company, Alexander's Inc., Bowne & Co., Inc. and various investment companies managed by Merrill Lynch Asset Management, Inc. or Hotchkis and Wiley, both affiliates of Merrill Lynch & Co.
Russell B. Wight, Jr. (Trustee of Vornado)	A general partner of Interstate Properties (real estate and related investments).
David R. Greenbaum	Chief Executive Officer of the New York Office Division of Vornado, c/o Mendik Realty Company, Inc., 330 Madison Avenue, New York, New York 10017.
Joseph Macnow	Executive Vice President-Finance and Administration and Chief Financial Officer of Vornado.
Melvyn Blum	Executive Vice President - Development Division of Vornado

Unless otherwise indicated above, the business address of each person listed above is: c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10019. All of the Trustees and executive officers of Vornado are citizens of the United States of America.

Exhibit 99.1

Joint Filing Agreement

In accordance with Rule 13d-1(k)(1) promulgated under the Securities Exchange Act of 1934, as amended, the undersigned agree to the joint filing of a Statement on Schedule 13D (including any and all amendments thereto) with respect to the Common Shares, par value $0.01, of Prime Group Realty Trust, and further agree to the filing of this Agreement as an exhibit thereto. In addition, each party to this Agreement expressly authorizes each other party to this Agreement to file on its behalf any and all amendments to such Statement on Schedule 13D.

Dated: November 2, 2001

VORNADO REALTY TRUST

By: /s/ Joseph Macnow

Name: Joseph Macnow
Title: Executive Vice President-Finance and Administration, Chief Financial Officer

VORNADO REALTY L.P.

By: VORNADO REALTY TRUST,
its general partner

By: /s/ Joseph Macnow

Name: Joseph Macnow
Title: Executive Vice President-Finance and Administration, Chief Financial Officer

VORNADO PS, L.L.C.

By: VORNADO REALTY L.P.,
its sole member

By: VORNADO REALTY TRUST,
its general partner

By: /s/ Joseph Macnow

Name: Joseph Macnow
Title: Executive Vice President-Finance and Administration, Chief Financial Officer

EXHIBIT 99.5

SECURITIES ACCOUNT CONTROL AGREEMENT

This Securities Account Control Agreement (this "Agreement") dated as of September 26, 2000 among Primestone Investment Partners L.P. (the "Debtor"), P-B Finance Ltd., (the "Secured Party") and Prudential Securities Incorporated (the "Securities Intermediary"). Capitalized terms used but not defined herein shall have the meaning assigned in the Amended and Restated Pledge and Security Agreement, dated as of September 26, 2000 between the Debtor and the Secured Party (the "Security Agreement"). All references herein to the "UCC" shall mean the Uniform Commercial Code as in effect in the State of New York

SECTION 1. ESTABLISHMENT OF SECURITIES ACCOUNT. The Securities Intermediary hereby confirms and agrees that:

(a) The Securities Intermediary has established account number 084 953016 in the name "Primestone Investment Partners L.P." (such account and any successor account, the "Securities Account") and the Securities Intermediary shall not change the name or account number of the Securities Account without the prior written consent of the Secured Party;

(b) All securities or other property underlying any financial assets credited to the Securities Account shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Securities Account be registered in the name of the Debtor, payable to the order of the Debtor or specially indorsed to the Debtor except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank;

(c) All property delivered to the Securities Intermediary pursuant to the Security Agreement will be promptly credited to the Securities Account; and

(d) The Securities Account is an account to which financial assets are or may be credited, and the Securities Intermediary shall, subject to the terms of this Agreement, treat the Debtor as entitled to exercise the rights that comprise any financial asset credited to the account.

SECTION 2. "FINANCIAL ASSETS" ELECTION. The Securities Intermediary hereby agrees that each item of property (including, without limitation, any investment property, financial assets, securities, instruments, general intangibles or cash) credited to the Securities Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC.

SECTION 3. ENTITLEMENT ORDERS. If at any time the Securities Intermediary shall receive any order from the Secured Party directing transfer or redemption of any financial asset relating to the Securities Account, the Securities Intermediary shall comply with such entitlement order without further consent by the Debtor or any other person. The Debtor shall not be entitled to issue any orders or instructions with respect to the Securities Account, any financial assets

credited thereto or any security entitlement with respect to any of the foregoing.

SECTION 4. SUBORDINATION OF LIEN; WAIVER OF SET-OFF. In the event that the Securities Intermediary has or subsequently obtains by agreement, by operation of law or otherwise a security interest in the Securities Account or any security entitlement credited thereto, the Securities Intermediary hereby agrees that such security interest shall be subordinate to the security interests of the Secured Party. The financial assets and other items deposited to the Securities Account will not be subject to deduction, set-off, banker's lien, or any other right in favor of any person other than the Secured Party (except that the Securities Intermediary may set off (i) all amounts due to the Securities Intermediary in respect of customary fees and expenses for the routine maintenance and operation of the Securities Account and (ii) the face amount of any checks which have been credited to the Securities Account but are subsequently returned unpaid because of uncollected or insufficient funds).

SECTION 5. CHOICE OF LAW. Both this Agreement and the Securities Account shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof. Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Securities Intermediary's jurisdiction and the Securities Account (as well as the security entitlements related thereto) shall be governed by and construed and enforced in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

SECTION 6. CONFLICT WITH OTHER AGREEMENTS.

(a) In the event of any conflict between this Agreement (or any portion thereof) and any other agreement relating to the Securities Account now existing or hereafter entered into, the terms of this Agreement shall prevail;

(b) No amendment or modification of this Agreement or waiver of any right hereunder shall be binding on any party hereto unless it is in writing and is signed by all of the parties hereto;

(c) The Securities Intermediary hereby confirms and agrees that:

(i) There are no other agreements entered into between the Securities Intermediary and the Debtor with respect to the Securities Account;

(ii) It has not entered into, and until the termination of this Agreement will not enter into, any agreement with any other person relating to the Securities Account and/or any financial assets credited thereto pursuant to which it has agreed to comply with entitlement orders (as defined in Section 8-102(a)(8) of the UCC) of such other person; and

(iii) It has not entered into, and until the termination of this Agreement

will not enter into, any agreement with the Debtor or the Secured Party purporting to limit or condition the obligation of the Securities Intermediary to comply with entitlement orders as set forth in Section 3 hereof.

SECTION 7. ADVERSE CLAIMS. Except for the claims and interests of the Secured Party and of the Debtor in the Securities Account, the Securities Intermediary does not know of any claim to, or interest in, the Securities Account or in any "financial asset" (as defined in Section 8-102(a) of the UCC) credited thereto. If any person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Securities Account or in any financial asset carried therein, the Securities Intermediary will promptly notify the Secured Party and the Debtor thereof.

SECTION 8. PLEDGED SHARES HELD BY SECURED PARTY. Secured Party acknowledges that it is holding the Pledged Shares and any proceeds thereof as secured party on its own behalf and on behalf of Vornado PS, L.L.C. ("Vornado"), provided, however, that Vornado agrees and acknowledges that Secured Party will only exercise reasonable care in the custody and preservation of the Pledged Shares and any proceeds thereof and that none of Secured Party nor any of its officers, directors, employees or agents shall have any responsibility for any action taken or omitted to be taken with respect to the Pledged Shares and any proceeds thereof except for their gross negligence or wilful misconduct. At such time as the Obligations have been indefeasibly paid in full in cash and Secured Party is not holding the Pledged Shares and any proceeds thereof for its own benefit, upon the request of Vornado, it shall turn over the Pledged Shares and any proceeds thereof to Vornado.

SECTION 9. MAINTENANCE OF SECURITIES ACCOUNT. In addition to, and not in lieu of, the obligation of the Securities Intermediary to honor entitlement orders as agreed in Section 3 hereof, the Securities Intermediary agrees to maintain the Securities Account as follows:

(a) Voting Rights. The Secured Party shall direct the Securities Intermediary with respect to the voting of any financial assets credited to the Securities Account.

(b) Permitted Investments. The Secured Party shall direct the Securities Intermediary with respect to the selection of investments to be made; provided, however, that the Securities Intermediary shall not honor any instruction to purchase any investments other than investments of a type describe on Exhibit A hereto.

(c) Statements and Confirmations. The Securities Intermediary will promptly send copies of all statements, confirmations and other correspondence concerning the Securities Account and/or any financial assets credited thereto simultaneously to each of the Debtor and the Secured Party at the address for each set forth in Section 12 of this Agreement.

(d) Tax Reporting. All items of income, gain, expense and loss recognized in the Securities Account shall be reported to the Internal Revenue Service and all state and local taxing authorities under the name and taxpayer identification number of the Debtor.

SECTION 10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE SECURITIES INTERMEDIARY. The Securities Intermediary hereby makes the following representations, warranties and covenants:

(a) The Securities Account has been established as set forth in Section 1 above and the Securities Account will be maintained in the manner set forth herein until termination of this Agreement; and

(b) This Agreement is the valid and legally binding obligations of the Securities Intermediary.

SECTION 10. INDEMNIFICATION OF SECURITIES INTERMEDIARY. The Debtor and the Secured Party hereby agree that (a) the Securities Intermediary is released from any and all liabilities to the Debtor and the Secured Party arising from the terms of this Agreement and the compliance of the Securities Intermediary with the terms hereof, except to the extent that such liabilities arise from the Securities Intermediary's negligence and (b) the Debtor, its successors and assigns shall at all times indemnify and save harmless the Securities Intermediary from and against any and all claims, actions and suits of others arising out of the terms of this Agreement or the compliance of the Securities Intermediary with the terms hereof, except to the extent that such arises from the Securities Intermediary's negligence, and from and against any and all liabilities, losses, damages, costs, charges, counsel fees and other expenses of every nature and character arising by reason of the same, until the termination of this Agreement.

SECTION 11. SUCCESSORS; ASSIGNMENT. The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or heirs and personal representatives who obtain such rights solely by operation of law. The Secured Party may assign its rights hereunder only with the express written consent of the Securities Intermediary and by sending written notice of such assignment to the Debtor.

SECTION 12. NOTICES. Any notice, request or other communication required or permitted to be given under this Agreement shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth below.

Debtor:

The Primestone Investment Partners, L.P.
c/o The Prime Group, Inc.
77 West Wacker Drive
Suite 4200
Chicago, Illinois 60601
Attention: Michael W. Reschke
Telephone No.: (312) 917-4201

Telecopier No.: (312) 917-1511

With a copy to:

The Prime Group, Inc.
77 West Wacker Drive
Suite 4200
Chicago, Illinois 60601
Attention: Robert J. Rudnik
Telephone No.: (312) 917-4234
Telecopier No.: (312) 917-8442

With a copy to:

Winston & Strawn
35 West Wacker Drive
Chicago, Illinois 60601
Attention: Wayne D. Boberg, Esq.
Telephone No.: (312) 558-5882
Telecopier No.: (312) 558-5700

With copies also to:

Vornado PS, L.L.C.
c/o Vornado Realty Trust
888 Seventh Avenue
New York, New York 10019
Attention: President, Joseph Macnow, and Mark Epstein
Telephone No.: (212) 894-7000
Telecopier No.: (212) 894-7996

Sullivan & Cromwell
125 Broad Street
New York, New York 10004
Attention: Gary Israel, Esq.
Telephone No.: (212) 558-4005
Telecopier No.: (212) 558-3588

Secured Party:

P-B Finance Ltd.
One Seaport Plaza
27th Floor
New York, New York 10292
Attention: Christopher Taylor

Telecopier No.: (212) 778-2670

With copies to:

Prudential Securities Incorporated
One New York Plaza
16th Floor
New York, New York 10292
Attention: Michael Pierro
Telecopier No.: (212) 778-2239

With additional copies to:

Prudential Securities Incorporated
One New York Plaza
18th Floor
New York, New York 10292
Attention: Mr. Scott Schaevitz
Telecopier No.: (212) 778-3194

Skadden, Arps, Slate Meagher & Flom LLP
Four Times Square
New York, New York 10036
Attention: J. Gregory Milmoe
Telecopier No.: (212) 735-2000

Securities Intermediary:

Prudential Securities Incorporated
One New York Plaza
16th Floor
New York, New York 10292
Attention: Michael Pierro
Telecopier No.: (212) 778-2239

Any party may change his address for notices in the manner set forth above.

SECTION 13. TERMINATION. The obligations of the Securities Intermediary to the Secured Party pursuant to this Agreement shall continue in effect until the security interests of the Secured Party in the Securities Account have been terminated pursuant to the terms of the Security Agreement and the Secured Party has notified the Securities Intermediary of such termination in writing. The Secured Party agrees to provide Notice of Termination in substantially the form of Exhibit B hereto to the Securities Intermediary upon the request of the Debtor on or after the termination of the Secured Party's security interests in the Securities Account pursuant to the terms of the Security Agreement. The termination of this Agreement shall not

terminate the Securities Account or alter the obligations of the Securities Intermediary to the Debtor pursuant to any other agreement with respect to the Securities Account.

SECTION 14. COUNTERPARTS. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

Primestone Investment Partners, L.P

By: PG/Primestone, L.L.C., its general partner

By: The Prime Group, Inc., its Administrative Member

By: /s/ Michael W. Reschke

Name: Michael W. Reschke
Title: President

P-B Finance Ltd.

By: /s/ Christopher A. Taylor

Name: Christopher A. Taylor
Title: Vice President

Prudential Securities Incorporated

By: /s/ Michael A. Pierro

Name: Michael A. Pierro
Title: Vice President

Exhibit A

Permitted Investments

Money market funds

Exhibit B

[Letterhead of P-B Finance Ltd.]

[Date]

Prudential Securities Incorporated
One New York Plaza
16th Floor
New York, New York 10292

Attention: Michael Pierro

Re: Termination of Control Agreement

You are hereby notified that the Securities Account Control Agreement between you, Primestone Investment Partners L.P. and the undersigned (a copy of which is attached) is terminated and you have no further obligations to the undersigned pursuant to such Agreement. Notwithstanding any previous instructions to you, you are hereby instructed to accept all future directions with respect to Securities Account number 084 953016 from Primestone Investment Partners L.P. This notice terminates any obligations you may have to the undersigned with respect to such account, however nothing contained in this notice shall alter any obligations which you may otherwise owe to Primestone Investment Partners L.P. pursuant to any other agreement.

You are instructed to deliver a copy of this notice by facsimile transmission to Primestone Investment Partners L.P.

Very truly yours,

P-B Finance Ltd.

By:

Name:
Title:

cc: Primestone Investment Partners L.P.

Exhibit 99.7

CONSENT AND AGREEMENT OF

PRIME GROUP REALTY TRUST AND PRIME GROUP REALTY, L.P.

This CONSENT AND AGREEMENT (this "Consent and Agreement") is executed and given this 26th day of September, 2000, by Prime Group Realty Trust, a Maryland real estate investment trust ("REIT"), and Prime Group Realty, L.P., a Delaware limited partnership (the "Partnership"), in favor of Vornado PS, L.L.C., a Delaware limited liability company, in its capacity as Lender pursuant to the Loan Agreement referred to below (the "Lender") and, as set forth below, agreed to by the Lender and Primestone Investment Partners L.P., a Delaware limited partnership (the "Borrower"). Unless otherwise defined herein, capitalized terms used herein have the definitions set forth for such terms in the Loan Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Borrower, Lender, the Members of the Guarantor Group party thereto, and Michael W. Reschke are parties to that certain Loan Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lender has agreed to provide the Loan referred to therein;

WHEREAS, the Borrower, the REIT, the Partnership, The Prime Group, Inc., an Illinois corporation, and certain other investors named therein have entered into the Registration Rights Agreement, dated as of November 17, 1997 (as the same may from time to time be amended, supplemented, restated or modified, the "Registration Rights Agreement");

WHEREAS, the Borrower is party to the Amended and Restated Agreement of Limited Partnership of the Partnership, dated as of November 17, 1997, as amended (as so amended, the "Partnership Agreement"), among the REIT, The Nardi Group, L.L.C., and the Limited Partners (as defined therein); and

WHEREAS, as security for the Borrower's obligations under the Loan Agreement, the Borrower has, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), granted the Lender a perfected security interest in, among other things, the Borrower's rights, title and interest in the Pledged Units (as defined below), together with all common shares issued by the REIT in exchange for the Pledged Units (the "Pledged Shares"), the Registration Rights Agreement and the Partnership Agreement (each as amended, supplemented or otherwise modified from time to time, the "Assigned Agreements");

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the REIT and the Partnership hereby consents and agrees as follows:

1. (a) Each of the REIT and the Partnership hereby consents to (a) the assignment by the Borrower of its rights, title and interest in and to the Pledged Shares and the Assigned Agreements to the Lender pursuant to the Security Agreement and (b) subject to the terms of the Assigned Agreements to (i) the foreclosure upon, or exercise of any other rights or remedies the Lender may have in respect of, the Pledged Collateral (as defined in the Security Agreement), whether pursuant to the Security Agreement, at law, in equity, or otherwise and (ii) subject to compliance with the terms of the REIT's Articles of Amendment and Restatement, as amended (as so amended, the "Declaration of Trust") and applicable law, the sale or other disposition by Lender of any or all of the Pledged Shares. In furtherance of the foregoing, each of the REIT and the Partnership hereby consents to the transfer to the Lender or any transferee of the Lender of 7,944,893 partnership units of the Partnership (the "Prime OP Units") that have been pledged to Lender pursuant to the Security Agreement (together with all Prime OP Units or other securities distributed in respect of such Prime OP Units and any Prime OP Units or other securities into which such Prime OP Units may be converted or for which such Prime OP Units may be exchanged, the "Pledged Units") resulting from (x) the exercise by Lender or any transferee lender of its remedies under the Credit Documents, including by foreclosure or transfer in lieu thereof or (y) the purchase of Pledged Units in a foreclosure sale of the Prudential Loan or the purchase of Pledged Units from Prudential (or a transferee or substitute lender of Prudential), and irrevocably agrees in advance that (i) notwithstanding anything contained in the Partnership Agreement to the contrary, any such transfer may occur on any business day hereafter and (ii) notwithstanding anything contained in the Partnership Agreement to the contrary, including, without limitation, Sections 11.3 and 11.4 of the Partnership Agreement but subject to the receipt by the REIT of the documents specified in Sections 11.3(A), 11.4(B)(i) and 11.4(B)(ii) of the Partnership Agreement, following any such transfer the REIT will cause the Partnership (1) to admit the Lender as a Substituted Limited Partner (as such term is defined in the Partnership Agreement) and (2) to admit a transferee of the Lender or subsequent holder of the Pledged Shares as a Substitute Limited Partner; provided that any such subsequent holder of the Pledged Shares is a Qualified Transferee (as such term is defined in the Partnership Agreement) and such transfer is not prohibited by Sections 11.3(C), 11.6(D), 11.6(E) or 11.6(F) of the Partnership Agreement (it being understood and agreed that each of the Lender, any transferee of the Lender and any subsequent holder of Pledged Units shall have the unqualified right to assign its Pledged Units to an Assignee (as such term is defined in the Partnership Agreement)).

2. Each of the REIT and the Partnership agrees that, until such time as the Partnership receives written instruction from the Lender releasing the obligation in this Section 2, if the consent of the Borrower is required as a condition to any proposed modification to the

Pledged Units or the Partnership Agreement or any actions submitted to the vote of the Limited Partners (as defined in the Partnership Agreement), each of the REIT and the Partnership will deem the Borrower to have voted "against" the proposed modification or such action unless it has received the prior written consent of Lender to such modification or such action. In the event that the Lender does not respond to a written request for such consent within five (5) business days after receipt by the Lender of such request, the Lender shall be deemed not to have granted such request.

3. Neither the REIT nor the Partnership shall, without the prior written consent of the Lender, enter into any amendment, supplement, assignment, transfer or other modification of the Registration Rights Agreement that affects the Lender or any transferee of the Lender or any of the rights of a holder of the Pledged Shares, enter into any consensual cancellation or termination of the Registration Rights Agreement, or consent to the assignment or other transfer by Borrower of any of its right, title and interest thereunder or under the Partnership Agreement or the Registration Rights Agreement, or consent to any such assignment by the Borrower.

4. Each of the REIT and the Partnership agrees, subject to compliance by the Lender, any transferee lender or subsequent holder of the Pledged Shares with the terms, provisions and restrictions of the Loan Documents, that the Lender or such transferee lender or subsequent holder of the Pledged Shares shall be entitled to require and enforce the performance of all actions and things required to be paid or performed by the Borrower, the REIT or the Partnership under the Assigned Agreements and the Lender, any transferee lender or any subsequent holder of the Pledged Shares may proceed either in its own name or otherwise and may protect and enforce its rights by suit in equity, action at law or other appropriate proceeding, or proceed to take any other action authorized or permitted under applicable law. Each and every remedy of the Lender, any such transferee lender or any such subsequent holder of the Pledged Shares shall, to the extent permitted by law, be cumulative and shall be in addition to any other remedy now or hereafter existing pursuant to any agreement, at law or in equity or by statute. Without limitation of the foregoing, the REIT agrees that as promptly as possible after the date hereof, the REIT will amend the prospectus constituting part of the shelf registration statement filed pursuant to Article IV of the Registration Rights Agreement to include the Lender, any transferee lender and/or any subsequent holder of the Pledged Shares as a selling stockholder under such Registration Rights Agreement and that the REIT will continue to include the Lender, any transferee lender and/or any subsequent holder of the Pledged Shares as such a selling stockholder under the Registration Rights Agreement for so long as the Registration Rights Agreement shall be pledged to the Lender, transferee lender or subsequent holder of the Pledged Shares or the Lender, transferee lender or subsequent holder of the Pledged Shares may be entitled to exercise rights under the Registration Rights Agreement.

5. (a) The REIT and the Partnership also confirm that if the Lender or a transferee lender or subsequent holder of the Pledged Units becomes a limited partner in the Partnership by virtue of being the holder of any of the Pledged Units, the Lender, any such transferee lender or any such subsequent holder of the Pledged Units will be entitled to exercise, and the Partnership will be required to honor, the limited partner redemption rights set forth in Section 8.6 of the Partnership Agreement and Exhibit C to the Partnership Agreement with respect to any such Pledged Units commencing on the first date the Lender or such subsequent holder becomes the holder of those Pledged Units.

(b) In the event that the Lender commences actions to foreclose on the Borrower's interest in any or all of the Pledged Units, purchases the Pledged Units in a foreclosure sale of the Prudential Loan or purchases the Pledged Units from Prudential and the Lender gives written notice of such commencement or purchase to the REIT within two (2) Business Days after such commencement or purchase, then if the Lender gives a notice of election (the "Notice of Election") under the Partnership Agreement to exchange all or any portion of such Pledged Units (but in no event fewer than 25,000 Pledged Units, as such number may be equitably adjusted to give effect to recapitalizations, reverse stock splits, stock dividends, share combinations and similar events) held by the Lender for common shares of the REIT or, at the option of the REIT, cash, the REIT shall notify the Lender within five (5) business days after the receipt by the REIT of such Notice of Election (including the receipt by the REIT of the Pledged Units being exchanged as required by the Partnership Agreement), of its determination whether the REIT desires to exchange such Pledged Units for cash or common shares. In the event that the REIT does not elect to exchange such Pledged Units for cash, then the REIT shall deliver the relevant common shares to the Lender within three (3) business days after the earlier of such notification or the expiration of such five (5) business day period. In the event that the REIT elects to exchange such Pledged Units for cash, then the REIT and the Partnership shall, within three (3) business days after the date of such notification, cancel the Pledged Units which were tendered and issue a promissory note of the REIT and the Partnership, as co-makers, (the "Note") for the amount of the cash due to the Lender in exchange for the redemption of such Pledged Units. The Note shall provide that interest payments are due in an amount equal to any distributions which would have been due had the Pledged Units not been cancelled until the cash was paid to the Lender. Such interest shall only accrue and be payable to the extent, and on the same dates, that distribution payments are actually made by the Partnership to holders of limited partner common units of the Partnership (a "Dividend Payment Date"). In addition, but without duplication of any such interest payments, the REIT and the Partnership shall pay to the Lender, as additional interest, an amount equal to the amount that would have been due to the Lender pursuant to Section 5.5 of the Partnership Agreement had the Pledged Units not been cancelled, such payments to be made to the Lender on the Partnership Payment Date (as defined in the Partnership Agreement) on which such payments would have been made to the Lender had the Pledged Units not been cancelled. The Note shall have a maturity date which is the date the cash payment would be due to the Lender were the exchange undertaken in accordance with the terms

of the Partnership Agreement, assuming that the REIT took the entire thirty (30) days allowed under the Partnership Agreement to determine whether to exchange such Pledged Units for cash or common shares.

(c) The Lender agrees to provide the REIT with copies of any notice to Borrower of the occurrence of an Event of Default under the Loan Agreement no later than three (3) Business Days after the date on which the Lender delivers such notice of an Event of Default to the Borrower; provided however that the failure of the Lender to deliver a copy of such notice to the REIT shall not in any way adversely affect or limit any of the Lender's rights under this Consent and Agreement.

6. Notwithstanding anything contained in the Declaration of Trust to the contrary, the REIT hereby represents, warrants and agrees that the conditions set forth in Section 4.6 of the Declaration of Trust have been satisfied and that the Ownership Limit (as defined in the Declaration of Trust) has been waived with respect to the Lender (but not to any transferees of the Lender) by the Board of Trustees of the REIT (the "Board") to the extent set forth in this Section 6. Accordingly, the REIT agrees that the Ownership Limit shall not apply to the extent, and only to the extent, necessary to allow the exchange of the Pledged Units held by the Lender (but not by any transferee of the Lender) for common shares of the REIT as provided in the Partnership Agreement in the event the REIT does not elect to exchange such Pledged Units for cash as provided in the Partnership Agreement; provided that the extent to which the Ownership Limit shall not apply shall be reduced by each Equity Share (as defined in the Declaration of Trust) owned by the Lender, whether constructively or actually or directly or indirectly, other than Equity Shares acquired by the Lender pursuant to (x) a foreclosure on, or a conveyance in lieu of foreclosure on, the Pledged Shares, or (y) the purchase of Pledged Shares in a foreclosure sale of the Prudential Loan or the purchase of Pledged Shares from Prudential (or a transferee or substitute lender of Prudential), and the exchange of any Pledged Units for common shares of beneficial interest of the REIT. Nothing contained herein shall be construed as a limitation on the ability of the Lender to transfer the Loan.

7. The REIT hereby represents, warrants and agrees that, (i) subject to clauses (ii) and (iii) of this Section 7, notwithstanding Section 3-601(j) of the Maryland General Corporation Law, the Lender will be an interested stockholder of the REIT, (ii) pursuant to Section 3-603(c) of the MGCL, any business combination between the REIT and the Lender (or any affiliate thereof) resulting from the Lender's acquisition of the Pledged Units and the Lender's acquisition of common shares of the REIT or cash upon exchange of the Pledged Units as provided in the Partnership Agreement has been irrevocably exempted from the provisions of Section 3-602 of the MGCL, and (iii) pursuant to Section 3-603(c) of the MGCL, any business combination between the REIT and the Lender (or any affiliate thereof) has been irrevocably exempted from the provisions of Section 3-602 of the MGCL, provided that any such business combination (other than any business combination described in clause (ii)) is first approved by

the Board of Trustees of the REIT, including the approval of a majority of the members of the Board of Trustees of the REIT who are not affiliates or associates (as each such term is defined in Section 3-601 of the MGCL) of the Lender (or any affiliate thereof), and the REIT hereby agrees that, to such extent, Section 3-602 of the MGCL shall not apply to any business combination between the Lender and the REIT. The REIT hereby irrevocably agrees that it will not adopt a shareholder rights plan or other agreement or instrument similar to a shareholder rights plan or a "poison pill" unless such takeover defenses shall not apply to the acquisition or ownership by the Lender of any or all of the Pledged Units or any common shares of the REIT received by the Lender upon the exchange of any or all of the Pledged Units (together with any units of the Partnership or shares of the REIT issued in respect of such Pledged Units or shares of the REIT and any other securities into which such Pledged Units or shares of the REIT may be exchanged or converted (collectively, the "Exempt Securities")); provided, however, that the foregoing shall not bind the REIT with respect to (i) any other common or preferred shares of the REIT, (ii) any other common or preferred units of the Partnership, or (iii) other securities of the REIT or the Partnership (collectively, the "Company's Securities"), previously acquired or subsequently acquired by the Lender. Without limitation of the foregoing, the REIT agrees that this provision shall be broadly interpreted to exempt the ownership by the Lender from the operation of any such shareholder rights plan or similar agreement or instrument with respect to the Exempt Securities.

8. Election of Vornado Nominee. The REIT hereby agrees that:

(i) on or before the date that is six (6) months after the date hereof (the "First Determination Date"), the Board shall make a determination in the Board's business judgement whether or not the Board anticipates that the REIT will be the subject of (i) a sale of the REIT or substantially all of its assets, (ii) a merger or other business combination involving the REIT or (iii) any other similar strategic transaction (any such transaction described in the foregoing clauses (i) through (iii), a "Strategic Transaction") within six (6) months after the First Determination Date. In the event that the Board anticipates in the Board's business judgement that the REIT will not be the subject of a Strategic Transaction within six (6) months after the First Determination Date, then the Board shall, if requested by the Lender, elect Michael Fascitelli, the President of Vornado Realty Trust (or such other person named by Vornado Realty Trust and reasonably approved by the Board) to the Board (the "Vornado Nominee");

(ii) in the event that the Vornado Nominee is not named to the Board by the First Determination Date, then on or before the date that is nine (9) months after the date hereof(the "Second Determination Date"), the Board shall make a determination in the Board's business judgement whether or not the Board anticipates that the REIT will be the subject of Strategic Transaction within three

(3) months after the Second Determination Date. In the event that the Board anticipates in the Board's business judgement that the REIT will not be the subject of a Strategic Transaction within three (3) months after the Second Determination Date, then the Board shall, if so requested by the Lender, elect the Vornado Nominee to the Board;

(iii) In the event that the Vornado Nominee is not elected to the Board by the Second Determination Date, and a Strategic Transaction is not completed on or before the date that is the first anniversary of the date hereof, then the Board shall, if so requested by the Lender, elect the Vornado Nominee to the Board.

Notwithstanding the foregoing, as a condition to the Vornado Nominee being elected to the Board, the Vornado Nominee shall deliver a letter to the REIT providing that the Vornado Nominee resigns from the Board in the event that (a) the loan is repaid without the Lender or its affiliates obtaining ownership of at least 500,000 (as such number shall be equitably adjusted to give effect to recapitalizations, reverse share splits, stock dividends, share combinations and similar events) Pledged Shares or (b) the Lender and its affiliates hold, as a result of sales to unaffiliated third parties, fewer than 500,000 (as such number shall be equitably adjusted to give effect to recapitalizations, reverse share splits, stock dividends, share combinations and similar events) Pledged Shares.

9. (a) Each of the REIT and the Partnership further acknowledges and agrees that the Lender may assign its rights under the Loan Agreement and the Security Agreement to a transferee Lender and may transfer the Pledged Shares and that, in the event of any such assignment or transfer, this Consent and Agreement (other than the provisions of Section 5(b), Section 6 and Section 7 (except as provided in Section 9(b) below)) hereof shall be for the benefit of any such lenders and any transferee to whom Lender may sell the Pledged Shares, and such rights of Lender hereunder or referred to herein may be exercised by any such other lenders and any such transferees.

(b) In the event that the Lender or a transferee of the Lender that has elected to be, or that is directly or indirectly owned by an entity that has elected to be, taxed as a real estate investment trust reasonably determines in good faith that the foreclosure by the Lender or such transferee upon, or ownership by the Lender or such transferee of, all or any portion of the Pledged Shares, could adversely affect the status of the Lender, such transferee or such other entity that directly or indirectly owns the Lender or such transferee that has elected to be taxed as a real estate investment as such a real estate investment trust (the "REIT Compliance Issues"), then the Lender or such transferee shall have the right to transfer the Loan, the Prudential Loan (to the extent that it has acquired the Prudential Loan) and/or the Pledged Shares to an Institutional Investor (as defined below) identified by the Lender or such transferee and approved by the REIT in the REIT's reasonable discretion, which approval will not be unreasonably withheld. In the event the REIT fails to approve or disapprove of such Institutional Investor within five (5) business days after its receipt of a written request for such transfer that specifies that the failure to respond within five (5) business days shall be deemed to be an approval, such transfer and such Institutional Investor shall be deemed to be approved. The Lender or such transferee shall promptly provide the REIT with such information as the REIT may reasonably request with respect to the REIT Compliance Issues and the Institutional Investor to whom the Lender or such transferee desires to transfer the Loan, the Prudential Loan and/or the Pledged Shares in order to enable the REIT to respond to the Lender's or such transferee's request within the foregoing five (5) business day period. In the event that the REIT consents or is deemed to have consented to such transfer, such Institutional Investor (i) shall not be obligated to sell any common units of the Partnership and shares of the REIT that it acquired prior to the date of such transfer (provided such units and shares were not purchased with the knowledge that such Institutional Investor may be purchasing the Pledged Shares; the "Previously Owned Securities"), and (ii) shall succeed to the Lender's or such transferee's benefits and obligations under the Assigned Agreements, this Consent and Agreement (including, without limitation, Section 5(b) and Section 7 (and shall have the right to receive the waiver of Ownership Limit no less favorable to such transferee than the waiver of the Ownership Limit in Section 6 hereof)) for the Pledged Shares and the Previously Owned Securities, subject to such restrictions to the foregoing clauses (i) and (ii) as the REIT may reasonably impose to protect its status as a real estate investment trust. In addition, the REIT hereby agrees that the Lender may, subject to the provisions of the penultimate paragraph of the Section 9(b) but otherwise without the consent of the REIT, transfer the Loan, the Prudential Loan and/or the Pledged Shares to an affiliate (as such term is defined in Rule 405 under the Securities Act of 1933, as amended) (an "Affiliate") of the Lender. The REIT agrees that in the event of a transfer of the Loan, the Prudential Loan and/or the Pledged Shares to an Institutional Investor or to an Affiliate of the Lender pursuant to this Section 9(b), a waiver of the Ownership Limit no less favorable to such Institutional Investor or to such Affiliate of the Lender than the waiver of the Ownership Limit contained in Section 6 hereof will apply to such Institutional Investor or to such Affiliate of the Lender.

The term "Institutional Investor" shall mean an institutional investor with assets in excess of $250,000,000.00, including but not necessarily limited to a bank, investment bank, mutual fund, mortgage REIT, pension fund, private investment fund, multi-investor fund or other similar institution or fund, but shall specifically exclude all office or industrial real estate investment trusts and other direct competitors of the REIT or Partnership. It shall be understood that without limiting the meaning of the word "reasonable", it shall be reasonable for the REIT to refuse to consent to any such transfer to a particular Institutional Investor if (i) such transfer could adversely affect the REIT's status as a real estate investment trust, (ii) such Institutional Investor fails to deliver to the REIT an executed Excepted Holder Certificate in form and substance substantially identical to the Excepted Holder Certificate of the Lender attached hereto as EXHIBIT A (with such changes as the REIT may reasonably request to deal with changes in real estate investment trust tax law qualification or compliance requirements), or such other form of Excepted Holder Certificate as may be agreed to by the REIT in its sole discretion, (iii) the REIT's legal counsel does not issue an opinion to the REIT that the transfer to such Institutional Investor will not adversely affect the REIT's status as a real estate investment trust (and the REIT will use its best efforts to obtain such an opinion from its legal counsel as promptly as practicable), or (iv) such Institutional Investor has previously commenced or threatened to make a hostile tender offer for the REIT's shares or a proxy fight to replace all or some of the then current trustees of the REIT or filed a report on Schedule 13D under the Securities Exchange Act of 1934, as amended, stating an intention to consummate a transaction specified in Item 4 of such Schedule in a manner that is hostile to the Board of the REIT.

Notwithstanding the foregoing, it shall be a condition to the transfer of the Loan, the Prudential Loan and/or the Pledged Shares to an Institutional Investor approved or deemed to have been approved pursuant to this Section 9 or to an Affiliate of the Lender that such transferee deliver an Excepted Holder Certificate described in clause (ii) of the foregoing paragraph and that the REIT's legal counsel issues an opinion to the REIT that the transfer to such Institutional Investor or such Affiliate of the Lender, as applicable, will not adversely affect the REIT's status as a real estate investment trust (and the REIT will use its best efforts to obtain such an opinion from its counsel as promptly as practicable).

The rights under this Section 9(b) may not be exercised by a transferee of the Lender unless such transferee is either (a) is an Affiliate of the Lender or (b) has elected to be, or is directly or indirectly owned by an entity that has elected to be, taxed as a real estate investment trust.

10. Securities Account. The REIT acknowledges, on its own behalf and in its capacity as the Managing General Partner of the Partnership, and the Partnership acknowledges that, pursuant to the terms of the Loan Agreement and the other Credit Documents, the Borrower has established a "Securities Account" (as defined in the Loan Agreement) opened by Prudential Securities Incorporated in the name of Borrower bearing account number 084 953016, and that,

until further notice from Prudential and the Lender, all distributions and dividends in respect of the Pledged Shares are to be paid by the REIT and the Partnership directly into such Securities Account.

11. The Resolutions. Attached hereto as EXHIBIT B is a copy of resolutions of the Board which were adopted by the Board on September 7, 2000 and September 23, 2000 (the "Resolutions"). The Resolutions have not been amended, modified or rescinded and remain in full force and effect as of the date hereof. In the event such Resolutions are amended, modified or rescinded in any manner which adversely affects the Lender without the prior written consent of the Lender, a default shall be deemed to have occurred under this Consent and Agreement.

12. Amendment of Section 2.12 of Bylaws. The REIT hereby agrees that the provisions of the last grammatical paragraph of Section 2.12 of the REITs's Amended and Restated Bylaws shall not be rescinded, modified or amended in any manner which would adversely affect Lender or any transferee lender or subsequent holder of the Pledged Shares.

13. REIT Opinion. The REIT agrees that from time to time, upon the reasonable request of the Lender, it will use its best efforts to cause Winston & Strawn, counsel to the REIT (or other counsel reasonably acceptable to the Lender), to render to the Lender an opinion, in form and substance satisfactory to the Lender, with respect to the status of the REIT as a real estate investment trust for purposes of the Code. The Lender agrees to reimburse the REIT for its reasonable legal fees incurred in connection with the rendering of more than four such legal opinions in any calendar year (it being understood and agreed that the REIT will bear the expenses incurred in connection with rendering of the first four of such legal opinions in each calendar year). The foregoing does not constitute a covenant by the REIT to remain a real estate investment trust.

14. Agreement of Lender Regarding Ownership of the REIT Securities. Lender hereby represents, warrants and covenants for the benefit of the REIT that neither it nor any of its Affiliates currently owns or will directly or indirectly acquire any of the REIT's or the Partnership's equity securities, without the prior approval of the REIT, other than the Pledged Units (and common shares of the REIT upon the exchange of the Pledged Units in accordance with their terms), and the benefits to Lender contained in this Agreement shall be null and void at the option of the REIT and the resolutions adopted by the Board with respect to the matters covered hereby shall be revocable and subject to modification by the Board in the event the foregoing representation, warranty and covenant is breached; provided, however, that the foregoing representation, warranty and covenant shall not be breached as the result of the indirect acquisition by Lender or its Affiliates of an immaterial amount of the REIT's or the Partnership's securities if the Lender or such Affiliate of the Lender, as applicable, causes the disposition of such securities

within a reasonable time after the consummation of such indirect acquisition or by the ownership or acquisition by trustees or officers of the Lender or any of its Affiliates of an immaterial amount of equity securities of the REIT or the Partnership for their own personal account.

15. Certain Rights and Remedies. Notwithstanding anything contained in this Agreement to the contrary, in the event that the Lender or a transferee of the Lender acquires any Pledged Shares pursuant to Section 17(j) of the Loan Agreement, any rights, privileges obligations, representations, warranties and covenants that had been offered and imposed by the REIT and constituted part of the Offered Terms (as defined in the Loan Agreement) shall inure to the benefit of the Lender or such transferee of the Lender and such Lender or such transferee of the Lender shall be entitled to exercise such rights and privileges and shall be bound by such obligations as if the REIT had directly offered such rights, privileges and obligations to the Lender or such transferee of the Lender.

16. (a) No Waiver; Amendments. No failure on the part of the Lender to exercise, no delay in exercising, and no course of dealing with respect to, any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy hereunder preclude any other further exercise of any other right or remedy. This Consent and Agreement may not be amended, supplemented or modified except by written agreement of the REIT, the Partnership and the Lender.

(b) Survival of Certain Covenants. Notwithstanding any provision of this Consent and Agreement to the contrary, the obligations of the REIT and the Partnership under this Consent and Agreement shall survive until payment in full of all amounts owing under the Loan Agreement and the promissory note delivered pursuant to the Loan Agreement unless the Lender, a transferee lender or a subsequent holder of the Pledged Shares has acquired any or all of the Pledged Shares pursuant to (x) a foreclosure on, or a transfer in lieu of a foreclosure on, the Pledged Shares or (y) the purchase in a foreclosure sale on the Prudential Loan or the purchase from Prudential or a transferee or substitute lender of Prudential, in which case this Consent and Agreement shall survive for so long as the Lender, any transferee of the Lender or any subsequent holder of Pledged Shares shall hold the Loan or any Pledged Shares.

(c) Publicity. Except as otherwise required by applicable law or the rules or regulations of any securities exchange on which the securities of such party or any Affiliate of such party are listed or traded, each of the parties hereto agrees that it and its Affiliates shall not issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by this Agreement without the consent of the other party hereto, and

each of the parties hereto agrees that in any event, it will give the other party reasonable opportunity to review and comment upon any such release or announcement prior to publication of the same.

(d) Notices. All notices and other communications required under the terms and provisions hereof shall be in writing and shall be addressed (1) if to the REIT or the Partnership, addressed to it at Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601, Attn: Michael W. Reschke, Telecopy No.: (312) 917-1511, with copies to Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601; Attention: James F. Hoffman, Telecopy No.: (312) 917-1684, and to Winston & Strawn, 35 West Wacker Drive, Chicago, Illinois 60601, Attn: Wayne D. Boberg, Esq., Telecopy No.: (312) 558-5700 or (2) if to the Lender, c/o Vornado Realty Trust, 888 Seventh Avenue, New York, New York 10019, Attention: President, Joseph Macnow and Mark Epstein, Telecopy No.: (212) 894-7996; and to Sullivan & Cromwell, 125 Broad Street, New York, New York 10004, Attention: Gary Israel, Esq., Telecopy No.: (312) 558-3588 or at such other place as any party may hereafter designate to the other party hereto in writing. Any notice under this Consent and Agreement to the REIT, the Partnership or the Lender shall be in writing and sent (A) by telecopy, or (B) by registered or certified mail with return receipt requested (postage paid), or (C) by a recognized overnight delivery service with charges prepaid. Any notice under this Consent and Agreement to the REIT, the Partnership or the Lender shall be deemed given only when actually received or when delivery is refused, and any such notice to any person other than the REIT, the Partnership or the Lender shall be deemed to have been given when deposited in the mails, postage prepaid, certified or registered United States mail.

(e) Successors and Assigns. This Consent and Agreement shall be binding upon and inure to the benefit of the REIT, the Partnership and the Lender and their respective permitted successors and assigns.

(f) Governing Law. This Consent and Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws provisions thereof.

(g) Business Day. "Business day" means, for purposes of this Consent Agreement, any day other than a Saturday, Sunday, or other day on which commercial banks in The City of New York or Chicago, Illinois are obligated or permitted to be closed.

IN WITNESS WHEREOF, the undersigned, the Lender has executed this Consent and Agreement as of the date set forth in the first paragraph of this Consent and Agreement.

PRIME GROUP REALTY, L.P.

By: Prime Group Realty Trust,
its general partner

By: /s/ Jeffrey A. Patterson

Name: Jeffrey A. Patterson
Title: Co-President

VORNADO PS, L.L.C.

By: VORNADO REALTY, L.P.,
its sole member

By: VORNADO REALTY TRUST,
its General Partner

By: /s/ Irwin Goldberg

Name: Irwin Goldberg
Title: Vice President and
Chief Financial Officer

Acknowledged and Agreed:

PRIMESTONE INVESTMENT PARTNERS L.P.,

By: PG/Primestone, L.L.C.,
Its General Partner

By: The Prime Group, Inc.,
Its Administrative Member

By: /s/ Mark K. Cynkar

Name: Mark K. Cynkar
Title: Senior Vice President

Exhibit 99.8

EXHIBIT 1-B

AMENDED AND RESTATED CONSENT AND AGREEMENT
OF PRIME GROUP REALTY, L.P.

This AMENDED AND RESTATED CONSENT AND AGREEMENT (this "Consent and Agreement") is executed and given as of September 26, 2000, on behalf of Prime Group Realty, L.P., a Delaware limited partnership ("Prime"), by Prime Group Realty Trust, a Maryland real estate investment trust, in its capacity as the Managing General Partner (the "Managing General Partner") of Prime, in favor of P-B Finance Ltd., a Cayman Islands company, in its capacity as Lender pursuant to the Credit Agreement referred to below (the "Lender"). Unless otherwise defined herein, capitalized terms used herein have the definitions set forth for such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, Prime and Prudential Securities Credit Corporation ("PSCC") have entered into the Consent To Assignment of Prime Group Realty, L.P. dated as of November 17, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Consent and Agreement");

WHEREAS, Primestone Investment Partners L.P., a Delaware limited partnership (the "Borrower") has entered into the Credit Agreement dated as of November 17, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement") between the Borrower and PSCC pursuant to which PSCC agreed to make a loan to the Borrower;

WHEREAS, on December 30, 1997 PSCC assigned all of its rights, obligations and interest in and under the Existing Credit Agreement to the Lender and the Lender assumed all of PSCC's rights, obligations and interest thereunder;

WHEREAS, the Borrower and Lender desire to enter into that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lender has agreed to, among other things, extend the maturity of the Loan referred to therein;

WHEREAS, the Borrower, the REIT, Prime, The Prime Group, Inc., an Illinois corporation, and certain other investors named therein have entered into the Registration Rights Agreement;

WHEREAS, the Borrower is party to the Amended and Restated Agreement of Limited Partnership (as amended, the "Prime Partnership Agreement") of the Partnership; and

WHEREAS, as security for the Borrower's obligations under the Credit Agreement, the Borrower has, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), granted the Lender a first and prior security interest in the Pledged Shares (as defined therein), the Registration Rights Agreement and the Prime Partnership Agreement (each as amended, supplemented or otherwise modified from time to time, the "Assigned Agreements"); and

WHEREAS, as a condition precedent to the Lender's entering into the Credit Agreement, the Lender has required Prime to amend and restate the Existing Consent and Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Prime hereby consents and agrees as follows:

1. Prime hereby consents to (a) the assignment by the Borrower of all of its rights, title and interest in and to the Pledged Shares and the Assigned Agreements to the Lender pursuant to the Security Agreement and (b) subject to the terms of the Assigned Agreements to (i) the foreclosure upon, or exercise of, any other rights or remedies the Lender may have in respect of the Pledged Collateral (including without limitation pursuant to the Assigned Agreements), whether pursuant to the Security Agreement, at law, in equity, or otherwise and (ii) the sale or other disposition by Lender of any or all of the Pledged Shares.

2. Prime shall not, without the prior written consent of the Lender, enter into any amendment, supplement, assignment, transfer or other modification of the Assigned Agreements (provided, that the REIT may amend, supplement or modify the Prime Partnership Agreement in the ordinary course, provided, further, that the Lender receives, 10 Business Days prior to such amendment, supplement or modification, notice and copies of such amendment, supplement

or modification and the same does not materially affect the rights of the Lender or the rights or obligations of the holders of the Pledged Shares), enter into any consensual cancellation or termination of the Assigned Agreements, or consent to the assignment or other transfer by Borrower any of its right, title and interest thereunder, or consent to any such assignment or transfer by the Borrower.

3. Prime agrees, subject to compliance by the Lender with the terms, provisions and restrictions of the Loan Documents, that the Lender shall be entitled to require and enforce the performance of all actions and things required to be paid or performed by the Borrower under the Assigned Agreements and the Lender may proceed either in its own name or otherwise and may protect and enforce its rights by suit in equity, action at law or other appropriate proceeding, or proceed to take any other action authorized or permitted under the applicable law. Each and every remedy of the Lender shall, to the extent permitted by law, be cumulative and shall be in addition to any other remedy given hereunder now or hereafter existing at law or in equity or by statute.

4. Prime further acknowledges and agrees that the Lender may assign its rights under the Credit Agreement and the Security Agreement and this Consent and Agreement shall be for the benefit of any such lenders and any licensed securities dealer to whom Lender may sell the Pledged Shares in connection with a foreclosure thereof, and the rights of Lender hereunder or referred to herein may be exercised by any such other lenders and such securities dealer.

5. Notwithstanding anything to the contrary in Exhibit C to the Prime Partnership Agreement, in the event that the Borrower, or the Lender on behalf of the Borrower, exercise the right pursuant to Section 2.04(a)(ii) to exchange OP Units for REIT Stock, the Managing General Partner shall deliver (unless the Hart Scott Act is applicable thereto) within five (5) business days after receipt by the Managing General Partner of the Exchange Exercise Notice (as defined in the Prime Partnership Agreement) the Share Purchase Price or the Cash Purchase Price (both as defined in Prime Partnership Agreement), as the case may be, to the Borrower or the Lender, as the case may be.

6. (a) No Waiver; Amendments. No failure on the part of the Lender to exercise, no delay in exercising, and no course of dealing with respect to, any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy hereunder preclude any other further exercise

of any other right or remedy. This Consent and Agreement may not be amended, supplemented or modified except by written agreement of Prime and the Lender.

(b) Survival of Certain Covenants. Notwithstanding any provision of this Consent and Agreement to the contrary, the obligations of Prime under this Consent and Agreement shall survive until payment in full of the Note.

(c) Notices. All notices and other communications required under the terms and provisions hereof shall be in writing and shall be addressed (1) if to Prime, addressed to it at Prime Group Realty, L.P., 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60607, Attn: Michael W. Reschke, Telecopy No.: (312) 917-1511, with copies to (X) Winston & Strawn, 35 West Wacker Drive, Chicago, Illinois 60601, Attn. Wayne D. Boberg, Esq., Telecopy No.: (312) 558-5700 and (Y) Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 Attn: James F. Hoffman, Telecopy No.: (312) 917-1684 or (2) if to the Lender, addressed as provided in the Credit Agreement, or at such other place as any party may hereafter designate to the other party hereto in writing. Any notice under this Consent and Agreement to Prime or the Lender shall be in writing and sent (A) by telecopy, or (B) by registered or certified mail with return receipt requested (postage prepaid), or (C) by a recognized overnight delivery service with charges prepaid). Any notice under this Consent and Agreement to Prime or the Lender shall be deemed given only when actually received or when delivery is refused, and any such notice to any person other than Prime or the Lender shall be deemed to have been given when deposited in the mails, postage prepaid, certified or registered United States mail.

(d) Successors and Assigns. This Consent and Agreement shall be binding upon and inure to the benefit of Prime and the Lender and their respective permitted successors and assigns.

(e) Governing Law. This Consent and Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws provisions thereof.

(f) Waiver of Acceptance. Prime hereby waives notice of acceptance of this Consent and Agreement or any of the terms and provisions hereof by the Lender.

IN WITNESS WHEREOF, the undersigned, a duly authorized officer of the Managing General Partner, has executed this Consent and Agreement on behalf of Prime as of the date set forth in the first paragraph of this Consent and Agreement.

PRIME GROUP REALTY, L.P.

By: PRIME GROUP REALTY TRUST,
as Managing General Partner

By: /s/ Jeffrey A. Patterson

Name: Jeffrey A. Patterson
Title: Co-President

By: /s/ James F. Hoffman

Name: James F. Hoffman
Title: Senior Vice President,
General Counsel and
Secretary

Exhibit 99.9

EXHIBIT 1-A

AMENDED AND RESTATED CONSENT AND AGREEMENT OF
PRIME GROUP REALTY TRUST (REIT)

This AMENDED AND RESTATED CONSENT AND AGREEMENT (this "Consent and Agreement") is executed and given as of September 26, 2000, by Prime Group Realty Trust, a Maryland real estate investment trust (the "REIT"), in favor of P-B Finance Ltd., a Cayman Islands company, in its capacity as Lender pursuant to the Credit Agreement referred to below (the "Lender"). Unless otherwise defined herein, capitalized terms used herein have the definitions set forth for such terms in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, the REIT and Prudential Securities Credit Corporation ("PSCC"), Lender's predecessor in interest, have entered into the Consent To Assignment of Prime Group Realty Trust (REIT) dated as of November 17, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Consent and Agreement");

WHEREAS, Primestone Investment Partners L.P., a Delaware limited partnership (the "Borrower") has entered into the Credit Agreement dated as of November 17, 1997 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement") between the Borrower and PSCC pursuant to which PSCC agreed to make a loan to the Borrower;

WHEREAS, on December 30, 1997 PSCC assigned all of its rights, obligations and interest in and under the Existing Credit Agreement to the Lender and the Lender assumed all of PSCC's rights, obligations and interest thereunder;

WHEREAS, the Borrower and Lender desire to enter into that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lender has agreed to, among other things, extend the maturity date of the Loan referred to therein;

WHEREAS, the Borrower, the REIT, Prime Group Realty L.P. (the "Partnership"), The Prime Group, Inc., an Illinois corporation, and certain other investors named therein have entered into the Registration Rights Agreement;

WHEREAS, the Borrower is party to the Amended and Restated Agreement of Limited Partnership of the Partnership (as amended, the "Prime Partnership Agreement");

WHEREAS, as security for the Borrower's obligations under the Credit Agreement, the Borrower has, pursuant to that certain Pledge and Security Agreement of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), granted the Lender a first and prior security interest in the Pledged Shares (as defined therein), the Registration Rights Agreement and the Prime Partnership Agreement (each as amended, supplemented or otherwise modified from time to time, the "Assigned Agreements"); and

WHEREAS, as a condition precedent to the Lender's entering into the Credit Agreement, the Lender has required the REIT to amend and restate the Existing Consent and Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the REIT hereby consents and agrees as follows:

1. The REIT hereby consents to (a) the assignment by the Borrower of its rights, title and interest in and to the Pledged Shares and the Assigned Agreements to the Lender pursuant to the Security Agreement and (b) subject to the terms of the Assigned Agreements to (i) the foreclosure upon, or exercise of, any other rights or remedies the Lender may have in respect of the Pledged Collateral, whether pursuant to the Security Agreement, at law, in equity, or otherwise and (ii) the sale or other disposition by Lender of any or all of the Pledged Shares.

2. The REIT shall not, without the prior written consent of the Lender, enter into any amendment, supplement, assignment, transfer or other modification of the Assigned Agreements (provided, that the REIT may amend, supplement or modify the Prime Partnership Agreement in the ordinary course, provided, further, that the Lender receives, 10 Business Days prior to such amendment, supplement or modification, notice and copies of such amendment, supplement or modification and the same does not materially affect the rights of the Lender or

the rights or obligations of the holders of the Pledged Shares), enter into any consensual cancellation or termination of the Assigned Agreements, or consent to the assignment or other transfer by Borrower any of its right, title and interest thereunder, or consent to any such assignment by the Borrower.

3. The REIT agrees, subject to compliance by the Lender with the terms, provisions and restrictions of the Loan Documents, that the Lender shall be entitled to require and enforce the performance of all actions and things required to be paid or performed by the Borrower under the Assigned Agreements and the Lender may proceed either in its own name or otherwise and may protect and enforce its rights by suit in equity, action at law or other appropriate proceeding, or proceed to take any other action authorized or permitted under the applicable law. Each and every remedy of the Lender shall, to the extent permitted by law, be cumulative and shall be in addition to any other remedy given hereunder now or hereafter existing at law or in equity or by statute.

4. The REIT further acknowledges and agrees that the Lender may assign its rights under the Credit Agreement and the Security Agreement and this Consent and Agreement shall be for the benefit of any such lenders and any licensed securities dealer to whom Lender may sell the Pledged Shares in connection with a foreclosure thereof, and the rights of Lender hereunder or referred to herein may be exercised by any such other lenders and such securities dealer.

5. Notwithstanding anything to the contrary in Exhibit C to the Prime Partnership Agreement, in the event that the Borrower, or the Lender on behalf of the Borrower, exercises the right pursuant to Section 2.04(a)(ii) of the Credit Agreement to exchange OP Units for REIT Stock, the Managing General Partner shall deliver (unless the Hart Scott Act as defined in Exhibit C to the Prime Partnership Agreement is applicable thereto) within five (5) business days after receipt by the Managing General Partner of the Exchange Exercise Notice (as defined in the Prime Partnership Agreement) the Share Purchase Price or the Cash Purchase Price (both as defined in Exhibit C to the Prime Partnership Agreement), as the case may be, to the Borrower or the Lender, as the case may be.

6. (a) No Waiver; Amendments. No failure on the part of the Lender to exercise, no delay in exercising, and no course of dealing with respect to, any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy hereunder preclude any other further exercise

of any other right or remedy. This Consent and Agreement may not be amended, supplemented or modified except by written agreement of the REIT and the Lender.

(b) Survival of Certain Covenants. Notwithstanding any provision of this Consent and Agreement to the contrary, the obligations of the REIT under this Consent and Agreement shall survive until payment in full of the Note.

(c) Notices. All notices and other communications required under the terms and provisions hereof shall be in writing and shall be addressed (1) if to the REIT, addressed to it at Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601, Attn: Michael W. Reschke, Telecopy No.: (312) 917-1511, with copies to (X) Winston & Strawn, 35 West Wacker Drive, Chicago, Illinois 60601, Attn. Wayne D. Boberg, Esq., Telecopy No.: (312) 558-5700 and (Y) Prime Group Realty Trust, 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 Attn: James F. Hoffman, Telecopy No.: (312) 917-1684 or (2) if to the Lender, addressed as provided in the Credit Agreement, or at such other place as any party may hereafter designate to the other party hereto in writing. Any notice under this Consent and Agreement of the REIT or the Lender shall be in writing and sent (A) by telecopy, or (B) by registered or certified mail with return receipt requested (postage prepaid), or (C) by a recognized overnight delivery service with charges prepaid. Any notice under this Consent and Agreement of the REIT or the Lender shall be deemed given only when actually received or when delivery is refused, and any such notice to any person other than the REIT or the Lender shall be deemed to have been given when deposited in the mails, postage prepaid, certified or registered United States mail.

(d) Successors and Assigns. This Consent and Agreement shall be binding upon and inure to the benefit of the REIT and the Lender and their respective permitted successors and assigns.

(e) Governing Law. This Consent and Agreement will be governed by and construed and enforced in accordance with the laws of the State of New York without regard to conflicts of laws provisions thereof.

(f) Waiver of Acceptance. The REIT hereby waives notice of acceptance of this Consent and Agreement or any of the terms and provisions hereof by the Lender.

IN WITNESS WHEREOF, the undersigned REIT has executed this Consent and Agreement as of the date set forth in the first paragraph of this Consent and Agreement.

PRIME GROUP REALTY TRUST

By: /s/ Jeffrey A. Patterson

Name: Jeffrey A. Patterson
Title: Co-President

By: /s/ James F. Hoffman

Name: James F. Hoffman
Title: Senior Vice President, General Counsel and Secretary

Exhibit 99.11

ASSIGNMENT OF LOAN AND LOAN DOCUMENTS

THIS ASSIGNMENT OF LOAN AND LOAN DOCUMENTS (this "Assignment"), is made as of the 31st day of October, 2001, by P-B Finance Ltd., a Cayman Islands company, having its principal place of business at One New York Plaza, 13th Floor, New York, New York 10292 ("Assignor") to Vornado PS, L.L.C., a Delaware limited liability company, having its principal place of business at 888 Seventh Avenue, 44th Floor, New York, New York 10019 ("Assignee").

WHEREAS, Assignor and Primestone Investment Partners, L.P. ("Borrower") are party to the Amended and Restated Credit Agreement, dated as of September 26, 2000, as amended by the First Amendment thereto, dated as of September 25, 2001 (as so amended, the "P-B Loan Agreement;" capitalized terms used but not herein defined shall have the meaning set forth in the P-B Loan Agreement), pursuant to which, among other things, Assignor has loaned to Borrower the principal amount of $40,000,000;

WHEREAS, the Loan is evidenced by the Note and is secured by a first priority security interest in the Collateral, including approximately 7,944,893 certificated units of limited partnership interests in Prime Group Realty, L.P..

WHEREAS, Assignee and Borrower are party to the Loan Agreement, dated as of September 26, 2000, pursuant to which, among other things, Assignee has loaned to Borrower the principal amount of $62,000,000;

WHEREAS, Assignee and Assignor are party to the Intercreditor Agreement, dated as of September 26, 2000 (the "Intercreditor Agreement");

WHEREAS, Notices of a Margin Call and an Event of Default have been given under Sections 2.04(a) and 8.01, respectively, of the P-B Loan Agreement;

WHEREAS, pursuant to the terms of the Intercreditor Agreement, Assignee has the right to purchase the Loan at a price of par plus accrued interest thereon in accordance with the terms and conditions set forth in such Intercreditor Agreement, and Assignee has elected to exercise such right to acquire the Loan at such price;

WHEREAS, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, the Loan and all of Assignor's right, title and interest in, to and under the other Loan Documents;

WHEREAS, in connection with the assignment of the Loan and the right, title and interest in, to and under the Loan Documents, Assignor is, simultaneously with the delivery of this Agreement, delivering the originally executed copies of all of the Loan Documents, together with the Note with a duly executed indorsement thereon stating "Pay to the order of Vornado PS, L.L.C., a Delaware limited liability company" and all certificates and other evidences of the Collateral in its possession, and Assignee hereby acknowledges receipt of all such Loan Documents, Note and evidences of Collateral.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the payment by Assignee of an amount in cash equal to $37,978,479.97 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto Assignee all of Assignor's right, title and interest in, to and under the Note, the Loan, the Collateral, the P-B Loan Agreement and each of the other Loan Documents (including, without limitation, the Loan Documents listed on Schedule A hereto and made a part hereof), to have and to hold forever, and Assignee hereby accepts such right, title and interest in, to and under the Note, the Loan, the Collateral, the P-B Loan Agreement and Loan Documents; provided, however that the parties hereto expressly acknowledge and agree that Assignor will, except as otherwise provided in this sentence, continue to have the benefit, together with the Assignee, of the representations, warranties, and indemnities made to it under the Loan Documents including, but not limited to, (i) Section 6 of the First Amendment to that certain Amended and Restated Credit Agreement by and between Primestone Investment Partners L.P. and P-B Finance Ltd. Dated as of September 25, 2001; (ii) Sections 9.03, 9.04, 9.05, 9.06, 9.07, 9.12, 9.36, 9.17, 9.22, and 9.24 of that certain Amended and Restated Credit Agreement by and between Primestone Investment Partners L.P. and P-B Finance Ltd. dated as of September 26, 2000; (iii) the Amended Letter Agreement dated as of September 25, 2001 made by Michael W. Reschke in favor of P-B Finance Ltd.; and (iv) Section 6 of the First Amendment To That Certain Guaranty Made By The Prime Group, Inc. ("PGI"), Prime Group Limited Partnership, an Illinois partnership, PGLP, Inc., an Illinois corporation, Prime Group II, L.P., an Illinois partnership and Prime International, Inc., an Illinois corporation (each of the foregoing individually, a "Guarantor" and collectively, "Guarantors"), dated as of September 26, 2001; provided, further that the retention by Assignor of any such benefits shall in no way diminish any rights of Assignee with respect to such benefits.

Assignor hereby makes the following representations and warranties, to and in favor of the Assignee as of the date of this Assignment:

(a) Assignor has the full legal and beneficial ownership of the Loan, the Note and each of the other Loan Documents it is assigning pursuant to this Assignment, free and clear of any right, title, interest or claim of any other person (other than the rights of the Borrower under the Loan Documents). Assignor has the right to sell, assign and/or transfer the Loan, the Note and each of the other Loan Documents free and clear of any claim of any other person, assignment, charge, lien, pledge, security interest, or direct or indirect participation interest in favor of another person, and without the consent of any other person, and the Loan, the Note and each of the other Loan Documents are being transferred to Assignee pursuant to this Assignment free and clear of any claim of any other person, assignment, charge, lien, pledge, pledge, security interest, or direct or indirect participation interest in favor of another person;

(b) Attached to this Assignment are true, complete and correct copies of the P-B Loan Agreement, the Note and each of the other Loan Documents (as amended, extended, supplemented, restated or otherwise modified or replaced). Except as noted therein, none of the Loan Documents has been terminated, modified, supplemented, restated or amended in any respect. Assignor has not extinguished, subordinated or waived any of its rights under any of the Loan Documents, compromised or settled any claim, or released any portion of the Collateral or executed any instrument for the purpose of such satisfaction, cancellation, extension, subordination, release or waiver;

(c) As of the date hereof, the outstanding principal amount of the Note is $37,956,993.38, and the amount of the accrued and unpaid interest on the Note is $21,486.59;

(d) To the knowledge of Assignor, Assignor is not in default under any of the Loan Documents;

(e) There are no judgments, orders, or decrees of any kind, or any legal action, suit, investigation or other legal or administrative proceeding pending, or, to the knowledge of the Assignor, threatened or anticipated to be filed, before any court or by or before any other governmental agency or body, which has, or is likely to have, any material adverse effect on the ability of Assignor to perform its obligations under this Agreement;

(f) Assignor has not taken any action, or failed to take any action, that would result in any valid defense, including, without limitation, avoidance, voidness, performance and prescription, any defense arising from

laws and regulations relating to usury, any defense arising from informed consent, or any valid right of rescission, set-off, abatement, diminution or counterclaim, that would prevent Assignor from enforcing the payment provisions in the P-B Loan Agreement or the Note, foreclosing on, exercising its contractual and statutory recourses under the Loan Documents or selling the Collateral or realizing the practical or intended benefits of the Loan Documents intended to be provided in any such document; and

(g) The Assignor has a valid and perfected continuing first priority Lien and security interest in the Collateral, securing the indefeasible payment and performance of all liabilities, obligations and indebtedness owing, arising, due or payable from the Borrower to the Assignor pursuant to the P-B Loan Agreement, the Note and all other Loan Documents to which Borrower is a party.

Assignee hereby assumes all obligations, duties and liabilities of the Assignor under the Loan Documents arising from and after the date of this Assignment.

Assignor and Assignee hereby agree that the Intercreditor Agreement is hereby terminated and shall be of no further force or effect and that, effective as of the date hereof, neither Assignor nor Assignee shall have any rights or obligations thereunder.

Assignee hereby represents and warrants that immediately after giving effect to this Assignment and payment in full of the amounts due to Assignor in accordance with this Assignment, Assignee is solvent. For purposes of this Assignment, the term "solvent" means that, at the time of said determination, (i) the fair value of Assignee's assets exceeds the aggregate sum of its liabilities (including, without limitation, contingent liabilities); (ii) Assignee is able to pay its debts as they mature; (iii) the property owned by Assignee has a value in excess of the total aggregate sum required to pay its debts; and (iv) Assignee has capital sufficient to carry on its business. Assignee further hereby represents and warrants that there are no judgments, orders, or decrees of any kind, or any legal action, suit, investigation or other legal or administrative proceeding pending, or, to the knowledge of the Assignee, threatened or anticipated to be filed, before any court or by or before any other governmental agency or body, which has, or is likely to have, any material adverse effect on the ability of Assignee to perform its obligations under this Agreement.

Each of the parties hereto represent and warrant to the other as follows:

(a) It (i) is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation, (ii) is duly qualified to do business as a foreign entity and is in good standing in each jurisdiction (other than the jurisdiction of its organization) in which the conduct of its business or the ownership or operation of its properties or assets makes such qualification necessary, except where the failure to so qualify would not have a material adverse effect, and (iii) has full power, right, and legal authority to execute and deliver this Assignment, and any documentation necessary or required in order to effect the transaction contemplated hereby, and perform its obligations hereunder. This Assignment has been duly authorized, executed, and delivered by it (and assuming due authorization, execution, and delivery by the other party hereto), will be a valid and legally binding instrument enforceable against it in accordance with its terms. The person executing this Assignment and such other documentation on its behalf has been duly and properly authorized to do so.

(b) The execution and delivery of this Assignment and such other documentation and the consummation of the transaction contemplated hereby will not (immediately or with the passage of time, or the giving of notice, or both) violate (1) any law, order, rule, or regulation, or determination of an arbitrator, a court, or other governmental agency or regulatory authority applicable to or binding upon it or any of its property or as to which it or any of its property is subject; or (2) any provision of any agreement, instrument, or undertaking to which it is a party or by which it or any of its property is bound. No consents, approvals, or other authorizations or notices are required by any state or federal regulatory authority in connection with the execution of this Agreement and such other documentation and the performance of any of its obligations contemplated hereby."

Except as expressly set forth above, this Assignment is made by Assignor without representation, recourse or warranty.

This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY EACH OF THE PARTIES HERETO IN THE STATE OF NEW YORK, AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS PRINCIPLES OF CONFLICTS OF LAW.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

P-B FINANCE LTD.

By: /s/ George D. Morgan III

Name: George D. Morgan III
Title: Senior Vice President

ASSIGNEE:

VORNADO PS, L.L.C.

By: Vornado Realty, L.P.
Its Sole Member

By: Vornado Realty Trust,
Its General Partner

By: /s/ Michael Fascitelli

Name: Michael Fascitelli
Title: President

Schedule A

Loan Documents

1. Amended and Restated Credit Agreement, dated as of September 26, 2000, between Borrower and Assignor.

2. First Amendment to that certain Amended and Restated Credit Agreement by and between Borrower and Assignor dated as of September 25, 2001.

3. Promissory Note, dated as of November 17, 1997, by Borrower in favor of Assignor as a result of assignment by Prudential Securities Credit Corporation to Assignor.

4. Amended and Restated Pledge and Security Agreement, dated as of September 26, 2000, between Borrower and Assignor.

5. Securities Account Control Agreement, dated as of September 26, 2000, among Borrower, Assignor and Prudential Securities Incorporated.

6. Guaranty, dated as of September 26, 2000, by The Prime Group, Inc., Prime Group Limited Partnership, PGLP, Inc., Prime Group II, L.P. and Prime International, Inc. to Assignor.

7. First Amendment to that certain Guaranty made by The Prime Group, Inc. ("PGI"), Prime Group Limited Partnership, PGLP, Inc., Prime Group II, L.P., and Prime International, Inc., dated as of September 26, 2001.

8. UCC-1 Financing Statements filed in connection with the pledge of the Collateral.

9. Letter Agreement, dated as of September 26, 2000, by Michael W. Reschke in favor of Assignor.

10. Amended Letter of Agreement dated as of September 25, 2001 by Michael W. Reschke in favor of Assignor.

11. Amended and Restated Consent and Agreement of Primestone Partners, executed and given as of September 26, 2000, by PG/Primestone L.L.C. and The Prime Group, Inc. in favor of Assignor.

12. Amended and Restated Consent and Agreement of Prime Group Realty, L.P., executed and given as of September 26, 2002, by Prime Group Realty Trust, on behalf of Prime Group Realty, L.P., in favor of Assignor.

13. Amended and Restated Consent and Agreement of Prime Group Realty Trust (REIT), executed and given as of September 26, 2000, by Prime Group Realty Trust in favor of Assignor.

14. Assignment and Acceptance dated December 30, 1997 between Prudential Securities Credit Corp. and Assignor.

15. Notification of Margin Call dated October 26, 2001 issued to Primestone Investment Partners, L.P.

16. Notice of an Event of Default and Acceleration dated October 26, 2001 issued to Primestone Investment Partners, L.P.