

Please return to: RICK LUCCHESI
Title Insurance Co.
203 N. LaSalle St., Suite 1400--
Chicago, IL 60601
Re: N5817-14

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4-3071-NT/JW
TICOR TITLE INSURANCE
NATIONAL TITLE SERVICES
7616 LBJ FREEWAY #300
DALLAS, TEXAS 75251

This instrument was prepared by
Robert Hearnberger, 2400 North
Glenville Drive, Richardson,
Texas 75082-4381.

05-31 12:00:00 \$33.00
14111 1992-01-08 09:23:51 13:19:00
#92-370176
COOK COUNTY CLERK

92370176

Property of Cook County Clerk's Office

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made and entered into as of the 17th day of January, 1992, by and between MCI TELECOMMUNICATIONS CORPORATION, a Delaware corporation, having an office at 1133 19th Street, N.W., Washington, D.C. 20036 (herein "Assignor") and Tower Holding Corporation, an Indiana corporation, having an address at 717 North College Avenue, Bloomington, Indiana 47404 (herein "Assignee").

WITNESSETH:

WHEREAS, MCI New York West, Inc., predecessor in interest to Assignor, (as tenant) entered into that certain lease with the Belt Railway Company of Chicago (as landlord) dated October 17, 1972 (herein the "Lease"), whereby Landlord demised unto Assignor certain property more particularly described in an Amendment of Lease dated May 1, 1979, a copy of which is attached hereto as Exhibit A, a memorandum of which Lease was recorded on November 13, 1972 in Cook County, Illinois as Document 22 117 797, with permanent Tax Number 25-04-200-011, Volume 448;

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Lease, and Assignee desires to assume all of Assignor's obligations and duties under the Lease.

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration,

The Legal Description is attached as Exhibit "B"

-1-

Site: Chicago South, Illinois [Real-0007]THC 2212

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BOX 12

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the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease.

2. Assignee hereby assumes and agrees to perform all of the obligations, duties and covenants of Assignor under the Lease, arising and to be performed and observed hereunder pursuant to the Lease.

3. This Assignment shall be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereby have executed this Assignment as of the day and year first written above, by the proper officers duly authorized hereunto.

ASSIGNOR:

ATTEST:

MCI TELECOMMUNICATIONS CORPORATION

By:

Lynn Darrow Carson
LYNN DARROW CARSON
ASSISTANT SECRETARY

By:

Susan C. Frary
SUSAN C. FRARY
Vice President

ATTEST:

ASSIGNEE:

By:

Khonda E. Stephan
(signature)

By:

Don Adams
(signature)

Name:

Khonda E. Stephan
(type in name)

Name:

Don Adams
(type in name)

Title:

Manager
(type in title)

Title:

PRESIDENT
(type in title)

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ACKNOWLEDGEMENT

STATE OF TEXAS)
 : .SS.:
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 27th day of February, 1992 by Susan C. Gray and Lynn Warren Carson, Vice President and Assistant Secretary, respectively, of MCI TELECOMMUNICATIONS CORPORATION, a Delaware corporation, on behalf of the corporation.

Patricia Ann Peters
Notary Public

My commission expires: 11-1-95

ACKNOWLEDGEMENT

STATE OF Indiana)
 : .SS.:
COUNTY OF Monroe)

The foregoing instrument was acknowledged before me this 28th day of February, 1992 by Don Adams, who is President of TOWER HOLDING CORPORATION, an Indiana corporation, on behalf of the corporation.

Vilva Nontercio
Notary Public

My commission expires: 12-7-95

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For and in consideration of the assumption of the Lease by Assignee, the undersigned hereby consents to the Assignment from Assignor to Assignee of the Lease and hereby releases and discharges Assignor from any and all liabilities for the performance of any covenants, duties or obligations under the Lease accruing subsequent to the date of this Assignment.

LANDLORD:

THE BELT RAILWAY COMPANY OF CHICAGO

By: *W. M. Cunningham*
(signature)

Name: W. M. CUNNINGHAM
(type or print)

Title: V.P. & GENERAL COUNSEL
(type or print)

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AMENDMENT OF LEASE

AGREEMENT made this 1st day of May, 1979, between The Belt Railway Company of Chicago, an Illinois corporation, having an office at 6900 South Central Avenue, Chicago, Illinois (hereinafter called Lessor), and MCI Telecommunications Corporation (successor by merger to MCI New York West, Inc.) a Delaware corporation, having an office at 1150 17th Street, N.W., Washington, D.C. 20036 (hereinafter called Lessee).

W I T N E S S E T H

WHEREAS, by lease dated October 17, 1972, Lessor leased to Lessee certain premises located in the City of Chicago, Cook County, Illinois and more particularly described in said lease (hereinafter called the Lease); and

WHEREAS, by amendment dated February 1, 1978, the parties enlarged the area leased thereunder; and

WHEREAS, the parties now desire to revise the lands leased under said amendment of lease and to effect certain other changes in the lease;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The demised premises, as defined in the Lease, and as demised thereby, are hereby amended by the addition of 400 square feet as shown on the attached drawing marked Exhibit A and the said addition being made as if said additional space had originally been part of the "demised premises" demised by the lease.
2. Commencing May 1, 1979, the rent for the additional space set forth above shall be \$40.00 per annum payable in equal monthly installments on the first day of each month in advance along with the payments of rent provided for in the Lease. The term for said additional space shall run concurrently with the term of the Lease and terminate at such time as the Lease terminates.

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3. Said amendment of Lease Agreement dated February 1, 1978, is hereby terminated and superceded.

4. Except as set forth herein, the Lease, and all of the terms, covenants and conditions thereof, remain in full force and effect.

IN WITNESS WHEREOF, this Amendment of Lease has been executed as of the day and year first above written.

LESSOR:

THE BELT RAILWAY COMPANY OF CHICAGO

By: *M. Cowdy*

ATTEST:

By: *John A. Nelands*

Asst. Secretary

LESSEE:

MCI TELECOMMUNICATIONS CORPORATION

By: *H. Lewis*

ATTEST:

By: *John A. Nelands*

Secretary

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Site: Chicago South, IL

EXHIBIT "B"

Leasehold estate created by a certain indenture of lease, a memorandum of which was recorded November 13, 1972 as document 22,117,797, made by and between The Belt Railway Company of Chicago, Lessor, and MCI New York West, Inc., a Delaware corporation, demising and leasing for a term of five years, with options to renew for three successive periods of five years each commencing November 1, 1972 the following described property, to wit:

That part of the Northeast 1/4 of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: Commencing at a point on the South line of West 87th Street, said point being 536.30 feet West of the North and South Center line of said Northeast 1/4; Thence Southwesterly along a line which forms an angle of 30 degrees 50 minutes 00 seconds to the left with a prolongation of the South line of said West 87th Street, for a distance of 63.10 feet to the place of beginning of the tract of land to be described herein; Thence continuing Southwesterly along the last described line 50.0 feet; thence Southeasterly at right angles to the last described line 50.0 feet; thence Northeasterly at right angles to the last described line 50.0 feet; thence Northwesterly at right angles to the last described line 50.0 feet to the place of beginning, in Cook County, Illinois.

The above described property together with an easement for ingress, and egress, over, across, upon and under that part of the Northeast 1/4 of Section 4, Township 37 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at a point on the South line of West 87th Street, said point being 536.30 feet West of the North and South centerline of said Northeast 1/4; Thence Southwesterly 120.98 feet to the most easterly corner of the tract of Land described above; thence Northwesterly along the Northeasterly line of the tract described above 120 feet; thence Northeasterly 104.41 feet along a line that intersects the South line of West 87th Street at a point 19.11 feet West of the place of beginning; thence East along the South line of West 87th Street 19.11 feet to the place of beginning, in Cook County, Illinois.

Permanent Tax Number: 25-04-200-011 Volume: 448