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This instrument was prepared by and after recording return to:

95764219

Dennis L., Myers, 3H78
Ameritech Cellular Services
2000 W. Ameritech Center Drive
Hoffman Estates, IL 60195-5000

DEFT-01 RECORDING 433.50 107777 TRAN 2673 11/07/95 10:21:00 91589 をおは サータジーアム4219 COOK COUNTY RECORDER

AMENDMENT TO LAND LEASE

and

AMENDMENT TO MEMORANDUM OF LEASE

This AMENDMENT TO LAW LEASE and AMENDMENT TO MEMORANDUM OF LEASE is entered into this 19 day of 1995 between Wisconsin Central Ltd. ("Landlord") whose address is P.O. Box 5062, Rosemunt, Illinois 60017-5062 and Chicago SMSA Limited Partnership ("Tenant") whose address is c/o Ameritech Cellular Services, Legal Department 3H78, 2000 West Ameritech Center Drive, Hoffman Estates, Illinois 60195-5000.

WITNESSETH

WHEREAS, Landlord and Tenant entered into a Land Lease date? November 30, 1990 (the "Lease") for the lease of certain premises in the County of Cook, State of Illinois, as legally described on Exhibit A attached hereto and incorporated herein; and

WHEREAS, with respect to the Lease, Landlord and Tenant executed a Memorandum of Lease dated January 30, 1991 which was recorded with the Recorder for Cook County, on April 17, 1991 as document number 91177089 (the "Memorandum"); and

WHEREAS, Landlord and Tenant wish to provide for the automatic renewal of the term of the Lease, and have agreed that the Lease and the Memorandum be amended as set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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- 1. Paragraph 2 of the Lease is hereby amended to read as follows:
- 2. Ist Five Year Renewal. The term of this Lease shall be automatically renewable for an additional five (5) years, commencing December 5, 1995 and terminating December 4, 2000 on the same terms and conditions as herein contained except that the annual rental, i.e., the rent for each 12-month period of such 5-year term shall be increased as hereinafter provided. If Lessee desires not to extend the Lease, it shall give written notice to Lessor of its intention not to extend the term at least three (3) months prior to the expiration of the Basic Term, i.e., on or before September 4, 1995.

2nd Five Year Renewal. The term of this Lease shall be automatically renewable for an radicional five (5) years from and after the expiration of the 1st Five Year Renewal, commencing December 5, 2000 and terminating December 4, 2005 on the same terms and conditions as herein contained except that the annual rental, i.e., the rent for each 12-month period of such 2nd Five Year Renewal shall be increased as hereinafter provided. If Lessee desires not to extend the Lease, it shall give written notice to Lessor of its intention not to extend the term at least three (3) months prior to the expiration of the 1st Five Year Renewal, i.e., on or before September 4, 2000.

3rd Five Year Renewal. The term of this Lease shall be automatically renewable for an additional five (5) years from and after the expiration of the 2nd Five Year Renewal, commencing December 5, 2005 and terminating December 4, 2010 on the same terms and conditions as herein contained except that the armial rental, i.e., the rent for each 12-month period of such 3rd Five Year Renewal shall be increased as hereinafter provided. If Lessee desires not to extend the Lease, it shall give written notice to Lessor of its intention not to extend the term at least three (3) months prior to the expiration of the 2nd Five Year Renewal, i.e., on or before September 4, 2005.

4th Five Year Renewal. The term of this Lease shall be a nomatically renewable for an additional five (5) years from and after the expiration of the 3rd Five Year Renewal, commencing December 5, 2010 and terminating December 4, 2015 on the same terms and conditions as herein contained except that the annual rental, i.e., the rent for each 12-month period of such 4th Five Year Renewal shall be increased as hereinafter provided. The Lease desires not to extend the Lease, it shall give written notice to Lessor of its intention not to extend the term at least three (3) months prior to the expiration of the 3rd Five Year Renewal, i.e., on or before September 4, 2010.

- 2. Paragraph (2) of the Memorandum is hereby amended to read in full as follows:
- (2) The Lease is for an initial term of five (5) years baginning December 5, 1990, and ending December 4, 1995. Lessee has a right to extend the initial term four

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successive years of five (5) years each. The Lease shall automatically be renewed for each successive extension term unless Lessee gives the Lessor written notice of its intention not to extend at least three (3) months prior to the end of the then current term. The maximum date to which this Lease may be extended is twenty five (25) years from the commencement date.

3. In all other respects, the Lease and the Memorandum remain unmodified, unamended and in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to Land Lease and Amendment to Memorandum of Lease effective on the date first set forth above.

LANDLORD

Wisconsin Central Ltd.

TENANT

Chicago SMSA Limited Partnership, an Illinois limited partnership, by its sole general partner, Ameritech Mobile Phone Service of Chicago, Inc., an Illinois corporation

Name: MARK E. GihSDN

Title: MANAGER-REAL ESTATE

Dennis L. Myers

Vina President

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NOTARY FOR LANDLORD

STATE OF ILLINOIS

COUNTY OF Cook

Personally appeared before me this 18th day of Ontober 1995, the above named MARK E. Gibspathe Mar. - Real Estate of Wisconsin Central Ltd. to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation and by its authority, for the purposes set forth therein.

"OFFICIAL SEAL"
GENISE MARTINEZ
Notary Public, State of Illinois
My Commission Expires (21, 22, 1997)

Print Markers
Print Name: GENISE MARTINEZ

Notary Public

State of Illinois County of Cook

My Commission expires: 7 - 21 - 97

NOTARY FOR TENANT

STATE OF ILLINOIS

)SS

COUNTY OF COOK

) SS)

Personally appeared before me this 19 day of october, 1995, the above named Dennis L. Myers, the Vice President of Ameritech Mobile Phone Service of Chicago, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said corporation and by its authority, for the purposes set forth therein.

"OFFICIAL SEAL"
CAROL M. BOYER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/11/96

Print Name: Carol M. Boyer

Notary Public

State of Illinois County of Cook

My Commission expires:

August 11, 1996

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EXHIBIT A TO AMENDMENT TO LEASE AND AMENDMENT TO MEMORANDUM OF LEASE

Legal Description of the Leased Premises

PARCEL 1:

是这一种的人,也不是这种的,也可以是一种的一种,我们就是一种的人,也可以是一种的人,也可以是一种的人,也可以是一种的人,也可以是一种的人,也可以是一种的人,也可以

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE MAIN TRACK OF THE WISCONSIN CRNTRAL LIMITED RAILROAD AND THE SOUTH RIGHT OF WAY OF PRATT AVENUE, SAID SOUTH RIGHT OF WAY BEING PARALLEL WITH AND 33.00 FEET SOUTHERLY OF THE NORTH LINK OF SAID SOUTHWAST 1/4; SAID INTERSECTION BEING 350.56 PEET WRST, (AS MEASURED ALONG THE SAID SOUTH RIGHT OF WAY OF PRATT AVENUE), OF THE NORTHEAST CORNER OF BLOCK 2 IN SCOTTS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 7/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERILIAN, ACCORDING TO THE PLAT THEREOF RECORDED RECORDED MAY 9, 1888, AS DOCUMENT NOTES 955011; THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS EAST ALONG SAID CENTURE OF THE MAIN TRACK, 1207.35 FEET; THENCE NORTH 75 DEGREES OR MINUTES OF SECONDS EAST, 61.08 PERT TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 75 DEGREES 08 MINUTES 05 SECONDS BAST, 21,00 PERT; THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS EAST PARALLEL WITH SAID CENTERLINE, 50.75 FEET; THENCE SOUTH 75 DEGREES 28 MINUTES 05 SECONDS WEST, 21.00 FEET; THENCE NORTH 14 DEGREES 51 MINUTES 55 SECONDS WEST, 50.75 FRET TO -10/4's Office SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Common Address: Sycamore Street and Railroad Avenue, Des Plaines, Illinois

Property Identification Number: 09-33-500-005

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EXHIBIT A TO AMENDMENT TO LEASE AND AMENDMENT TO MEMORANDUM OF LEASE

Legal Description of the Leased Premises

PARCEL 2:

RASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY MEMORAMOUM OF LEASE DATED JANUARY 30, 1991 AND RECORDED APRIL 17, 1991 AS DOCUMENT 911/7369 MADE BY WISCONSIN CENTRAL LTD., TO CHICAGO SMSA LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE NORTH-EST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, YOWNSHIP 41 NORTH: RANGE 12 BAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE MAIN TRACK OF THE WISCONSIN CENTRAL LIMITED RAILROAD, AND THE SOUTH RIGHT OF WAY OF PRATT AVENUE. SAID SOUTH RIGHT OF WAY BEING PARALLEL WITH AND 33.00 PRET SOUTHERLY OF THE NORTH LINE OF SAID SOUTHWEST 2/4; SAID INTERSECTION BRING 350.56 PERT WEST. (AS MEASURED ALONG THE SAID SOUTH RIGHT (WAY OF PRATT AVENUE), OF THE NORTHEAST CORNER OF BLOCK 2 IN SCOTTS RESUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12. EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCOPAING TO THE PLAT THEREOF RECORDED MAY 9, 1888, AS DOCUMENT NUMBER 955011; THENCE SOUTH 14 DEGREES 51 MINUTES 55 EAST ALONG SAID CENTERLINE OF THE MAIN TRACK, 1207.33 FRET; THENCE NORTH 75 DEGREES OR MINUTES 05 SECONDS BAST, 61.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS EAST ALONG THE WEST LIVE OF PARCEL 1 (AS DESCRIBED HEREIN) 15.00 PERT; THENCE SOUTH 75 DEGREES 08 MINUTES 55 SECONDS WEST, 12.00 PERT; THENCE NORTH 14 DEGREES 51 MINUTES 55 SECONDS WEST PARA 1212 WITH SAID CENTERLINE, 17.05 FEET; THENCE NORTH 30 DEGREES 08 MINUTES 05 SECONDS F.ST, 14.07 FEET; THENCE NORTH 14 DEGREES 51 MINUTES 55 SECONDS WEST PARALLEL WITH SAID CENTERLINE, 581,30 FRET; THENCE NORTH 30 DEGREES 08 MINUTES 05 MINUTES EAST, 45.32 FEET TO THE WESTERLY RIGHT OF WAY OF EAST RAILROAD AVENUE; SAID WESTERLY RIGHT OF WAY ALSO BEING THE EASTERLY LINE OF THE WISCONSIN CENTRAL LIMITED RAILROAD'S LANDS AND FOUNDS; THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS MAST ALONG SAID WESTERLY RIGHT OF WAY, 16.95 PRET; THENCE SOUTH 30 DEGREES US MINUTES 05 SECONDS WEST, 28.95 PRET; THRUCK SOUTH 14 DEGREES 51 MINUTES 55 SECONDS EAST PARALLEL WITH SAID CENTERLINE, 565.30 PRET; THENCE SOUTH 59 DEGREES 51 MINUTES 55 SECONDS MAST, 15.63 PERT, THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS EAST, 12.00 PEET TO THE NORTHEASTERLY CORNER OF SAID PARCEL 1; THENCE NORTH 75 DEGREES 08 MINUTES 05 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID PARCEL 1, 21.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT A TO AMENDMENT TO LEASE AND AMENDMENT TO MEMORANDUM OF LEASE

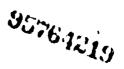
Legal Description of the Leased Premises

PARCEL 3:

EASEMENT FOR UTILITIES FOR THE BENEFIT OF PARCEL 1 AS CREATED BY MEMORANDUM OF LRASE DATED JANUARY 3(1, 1991 AND RECORDED APRIL 17, 1991 AS DOCUMENT 91177089 MADE BY WISCONSIN CENTRAL LLP, TO CHICAGO SMSA LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP OVER THE COLLOWING DESCRIBED LAND:

THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF THE MAIN TRACK OF THE WISCONSIN CENTRAL LIMITED RAILROAD, AND THE SOUTH RIGHT OF WAY OF PRATT AVENUE, SAID SOUTH RIGHT OF WAY BEING PARALLEL WITH AND 33.00 FEET SOUTHERLY OF THE NORTH LINE OF SAID SOUTHWEST 1/4; SAID INTERSECTION BRING 350.56 FEET WEST, (AS MEASURED ALONG THE SAID SOUTH RIGHT OF WAY OF PRATT AVENUE), OF THE NORTHEAST CORNER OF BLOCK 2 IN SCOTTS RESUBTIVISION, BRING A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. ACCORDING TO THE PLAT THEREOF RECORDED MAY 9, 4563, AS DOCUMENT NUMBER 955011, THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS EAST ALONG SAID CENTERLINE OF THE MAIN TRACK. 1207.35 FEET; THENCE NORTH 75 DEGREES 08 MINUTES 05 SECONDS EAST, 82.08 FEET TO THE NORTHEASTERLY CORNER OF PARCEL 1 (AS DESCRIBED HEREIN ; THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS EAST ALONG THE EASTERLY LINE OF SAID PARCEL 1, 9.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 75 DEGREES 08 MINUTES 05 SECONDS EAST, 5.00 FEET; THENCE SOUTH 14 DEGREES 51 MINUTES 55 SECONDS BAST PARALLEL ATTY SAID BASTERLY LINE, 8.00 FEET; THENCE SOUTH 75 DEGREES 08 MINUTES 05 SECONDS WEST, 5000 FEET; THENCE NORTH 14 DEGREES 51 MINUTES 55 SECONDS WEST ALONG SAID EASTERLY LINE, 8.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.



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