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Doc#: 0933722006 Fee: \$52.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/03/2009 08:30 AM Pg: 1 of 9

**PREPARED BY AND WHEN RECORDED**

**RETURN TO:**

Matthew C. Carlson, Esq.  
Michael Best & Friedrich LLP  
P.O. Box 1806  
Madison, WI 53701-1806

**SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT**

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement"),  
dated this 23<sup>rd</sup> day of Oct., 2009

by and between

**Chicago SMSA Limited Partnership** (hereinafter, "Chicago SMSA");

and

**The Lincoln Foundation, as the successor-in-interest to Christiana Industries L.L.C.** whose  
address is 6525 N. Clark Street, Chicago, Illinois (hereinafter, "Landlord");

and

**International Bank of Chicago**, with a principal place of business located at 509 North  
Broadway, Chicago, IL 60690 (hereinafter, "Lender").

**RECITALS:**

**WHEREAS**, Landlord is the fee simple owner of the property located at 6525 N. Clark  
Street, Chicago, IL and described on the attached Exhibit A (the "Property");

**WHEREAS**, Chicago SMSA and Landlord entered into a Ground Lease Agreement  
dated June 17, 1993 (the "Original Agreement"), which was amended by an Amendment to  
Ground Lease Agreement (hereinafter, the "First Amendment") dated as of the same date hereof  
(collectively, the Original Agreement and First Amendment shall be referred to herein as the

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“Lease”) pursuant to which Landlord has leased to Chicago SMSA a certain portion of the Property as set forth in the Lease and further described in Exhibit B attached hereto (the “Premises”), as such Lease is set forth in the record title to the Property pursuant to that certain Memorandum of Ground Lease Agreement of which is recorded on August 10, 1993 as Document No. 93-626919, which such recorded memorandum was re-recorded against the Property on September 27, 1995 as Document No. 95-655848 to correct the legal description of the Existing Lease Area, and that certain Memorandum of First Amendment to be recorded after the date of this Agreement;

**WHEREAS**, the Property, a part of which such property contains the Premises, is encumbered by the following mortgages: (i) that certain mortgage from Landlord in favor of Lender dated November 25, 2003 and recorded on December 10, 2003 as Document No. 0334442084, as such mortgage may be amended, modified, extended, replaced, and/or renewed in any manner from time to time (the “2003 Mortgage”), and (ii) that certain mortgage from Landlord in favor of Lender dated September 20, 2007 and recorded on September 27, 2007 as Document No. 0727042044, as such mortgage may be amended, modified, extended, replaced, and/or renewed in any manner from time to time (the “2007 Mortgage”) (together, the 2003 Mortgage and the 2007 Mortgage shall be referred to herein as the “Security Instrument”);

**WHEREAS**, the parties desire to establish certain rights, safeguards, obligations and priorities with regard to their respective interests by means of this Agreement and are willing to so agree on the terms and conditions hereafter provided.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, and for other good and valuable consideration, the parties, intending to be legally bound hereby, covenant and agree as follows:

1. Subordination. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate in all respects to the Security Instrument insofar as it affects the real property of which the Premises forms a part (but not Chicago SMSA’s or other parties’ trade fixtures and other personal property), to any and all advances to be made thereunder and to all renewals, extensions, modifications, consolidations and replacements thereof with the same force and effect as if the Security Instrument had been executed, delivered and duly recorded prior to the execution, delivery and recording of the Lease.

2. Nondisturbance. So long as the Lease is in full force and effect and Chicago SMSA is not in material default (beyond applicable notice and cure periods) of any of its terms, obligations, covenants or conditions under the Lease, Lender agrees for itself and its successors in interest and for any other person acquiring title to the real property of which the Premises forms a part through a conveyance (an “Acquiring Party”), that the right of possession of the Premises and all other rights of Chicago SMSA under the Lease shall remain in full force and effect and shall not be affected or disturbed by Lender in the exercise of its rights under the Security Instrument during the term of the Lease, as said term may be renewed or extended pursuant to the provisions of the Lease or as said Premises may be expanded as agreed to by Landlord and Tenant, by reason of a Conveyance as defined herein. For purposes of this

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agreement, a "Conveyance" shall include, but not be limited to, any exercise by Lender of its rights under the Security Instrument, including a foreclosure, sheriff's or trustee's sale under the power of sale contained in the Security Instrument, the termination of any superior lease of the Premises and any other transfer, sale or conveyance of the Landlord's interest in the Premises under peril of foreclosure, including, without limitation to the generality of the foregoing, an assignment or sale in lieu of foreclosure. Lender or any Acquiring Party and Tenant agree that any Conveyance shall be made subject to the Lease and the rights of Chicago SMSA under the Lease and the parties shall be bound to one another and have the same remedies against one another for any breach of the Lease as Tenant and Landlord had before Conveyance; provided however, that Lender or any Acquiring Party shall not be liable for any act or omission of any prior landlord. Lender will not join Tenant as a party in any action or proceeding to foreclose unless such joinder is necessary to foreclose on the Security Instrument and then only for such purpose and not for the purpose of terminating the Lease.

3. Attornment. Upon receipt by Chicago SMSA of notice to attorn from Lender or any Acquiring Party, along with reasonable supporting documentation, the parties agree to not seek to terminate the Lease, to remain bound under the Lease and Chicago SMSA agrees to attorn to, accept and recognize Lender or any Acquiring Party as the landlord under the Lease pursuant to the provisions expressly set forth therein for the then remaining balance of the term of the Lease and any extensions or expansions thereof as made pursuant to the Lease, subject to Chicago SMSA's express rights to terminate the Lease as provided therein. The parties agree, however, to execute and deliver, at any time and from time to time, upon the request of another party any reasonable instrument which may be necessary or appropriate to evidence such attornment. Chicago SMSA shall be under no obligation to pay rent to Lender or any Acquiring Party until such notice and reasonable supporting documentation are received.

4. Limitation. This Agreement shall not apply to any equipment, trade fixtures or other personal property now or hereafter located on or affixed to the Premises or any portion thereof regardless of the manner in which same are attached or affixed to the Premises and Lender hereby expressly waives any interest in same, agrees that the same do not constitute realty and acknowledges that Tenant is authorized to remove said personal property.

5. Binding Effect. This Agreement will be binding upon and will inure to the benefit of the successors and assigns of the parties hereto or any person or entity which acquires title to or the right to possession of the real property of which the Premises forms a part whether directly or indirectly through Lender and to any assignees or subtenants of Tenant which are permitted under the Lease.

6. Notices. All notices which are required or permitted to be given or served hereunder shall be in writing and shall be deemed to have been given or served (a) by hand delivery on the date of hand delivery; (b) one business day after delivery to an overnight courier for next business day delivery or (c) three days after deposit in United States Mail via certified mail, return receipt requested to the address given above. Any party hereto may change the address set forth above from time to time by serving written notice of the change upon the other parties hereto.

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7. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State where the Premises are located.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the date first set forth above.

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CHICAGO SMSA Limited Partnership

By: Cellco Partnership, its General Partner

By: *Beth Ann Drohan*  
 Name: Beth Ann Drohan  
 Its: Area Vice President Network  
 Date: 10/23/09

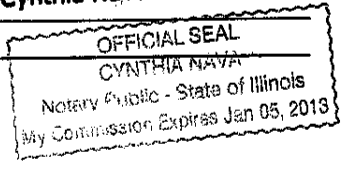
Property of Cook County Clerk's Office

### ACKNOWLEDGMENT

STATE OF Illinois  
 COUNTY OF Cook SS:

On 10/23/09 before me personally came Beth Ann Drohan, the \_\_\_\_\_ of Chicago SMSA Limited Partnership, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he)(she)(they) executed the same in (his)(her)(their) capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.  
 \_\_\_\_\_  
 (Signature of Notary Public)  
 Printed Name: Cynthia Nava  
 Comm. Expiration Date: \_\_\_\_\_

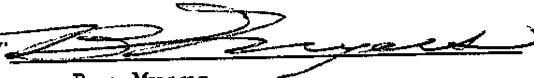


[STAMPED SEAL]

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LANDLORD:

THE LINCOLN FOUNDATION

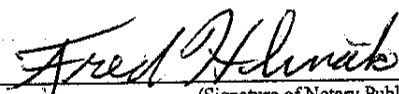
By:   
Name: Ben Myers  
Title: President

## ACKNOWLEDGMENT

STATE OF Illinois SS.  
COUNTY OF Cook

WITNESS my hand and official seal.

On December 23rd, 2008 before me personally came Ben Myers, the President of The Lincoln Foundation, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he)(she)(they) executed the same in (his)(her)(their) capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

  
(Signature of Notary Public)  
Printed Name: Fred Hlinak  
Comm. Expiration Date: October 5th, 2012

[STAMPED SEAL]



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**LENDER:**

INTERNATIONAL BANK OF CHICAGO.

By: Alice Chu  
Name: ALICE CHU  
Title: ASSISTANCE V P

**ACKNOWLEDGMENT**

STATE OF ILLINOIS  
SS:  
COUNTY OF COOK

On December 23, 2008 before me personally came ALICE CHU, the ASSISTANT V P of International Bank of Chicago, who personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that (he)(she)(they) executed the same in (his)(her)(their) capacity(ies) and that by (his)(her)(their) signature(s) on the instrument, the individual(s) or the person on behalf of which the individual(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
(Signature of Notary Public)  
Printed Name: WAI FONG MOY  
Comm. Expiration Date: 04-27-2010

[STAMPED SEAL]



*Wai Fong Moy*

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## EXHIBIT A (Description of Property)

### Parent Parcel:

LOTS 1 TO 10 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, A SUBDIVISION OF THE PART OF LOTS 2 AND 3 IN THE PARTITION OF LOT 2 AND LOTS 3 AND 4 IN THE PARTITION OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 31 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE STRIP OF LAND 17 FEET WIDE CONVEYED BY JACOB REIN AND WIFE TO CHICAGO AND NORTHWESTERN RAILROAD COMPANY DATED APRIL 29, 1903 RECORDED JUNE 28, 1903 IN BOOK 8205, PAGE 602 AS DOCUMENT 3409799, IN COOK COUNTY, ILLINOIS.

Tax Identification Numbers: 11-31-415-007-0000  
11-31-415-008-0000  
11-31-415-009-0000  
11-31-415-010-0000  
11-31-415-011-0000

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## EXHIBIT B (Description of Premises)

The Premises consists of the following parcels:

### Lease Area

A PARCEL OF LAND FOR LEASE SITE PURPOSES LOCATED WITHIN LOT 4 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 8, 1915 AS DOCUMENT NUMBER 5802833, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, THENCE SOUTH 12 DEGREES 14 MINUTES 20 SECONDS EAST ALONG THE WESTERLY LINE OF SAID BLOCK 1, A DISTANCE OF 102.00 FEET TO THE NORTH LINE OF AN EXISTING BUILDING, THENCE SOUTH 88 DEGREES 19 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE 21.55 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 88 DEGREES 19 MINUTES 19 SECONDS EAST ALONG SAID NORTH LINE 41.00 FEET; THENCE NORTH 01 DEGREES 40 MINUTES 41 SECONDS EAST PERPENDICULAR TO SAID NORTH LINE 10.00 FEET; THENCE NORTH 43 DEGREES 19 MINUTES 19 SECONDS WEST 7.07 FEET; THENCE NORTH 88 DEGREES 19 MINUTES 19 SECONDS WEST PARALLEL WITH SAID NORTH LINE, 36.00 FEET TO A LINE THAT IS PERPENDICULAR TO SAID NORTH LINE AND PASSES THROUGH THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREE 40 MINUTES 41 SECONDS WEST ALONG SAID PERPENDICULAR LINE 15.00 FEET TO THE POINT OF BEGINNING IN ROGERS PARK TOWNSHIP, COOK COUNTY, ILLINOIS.

### Proposed Lease Parcel

PART OF LOT 4 IN BLOCK 1, IN BECKER'S ADDITION TO ROGERS PARK, BEING SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED MARCH 8, 1915 AS DOCUMENT NUMBER 5802837, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 4 IN BLOCK 1, THENCE SOUTH 88 DEGREES 13 MINUTES 42 SECONDS EAST ALONG THE NORTH LINE OF LOT 4, A DISTANCE OF 63.64 FEET; THENCE SOUTH 02 DEGREES 18 MINUTES 37 SECONDS WEST 9.64 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 23 MINUTES 26 SECONDS EAST, 14.04 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 41 SECONDS WEST, 15.00 FEET; THENCE NORTH 88 DEGREES 09 MINUTES 10 SECONDS WEST, 9.00 FEET; THENCE NORTH 01 DEGREE 40 MINUTES 42 SECONDS EAST, 10.00 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 32 SECONDS WEST, 7.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.