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SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT
(1987 Mortgage)

THIS SUBORDINATION, ATTORNMENT AND NONDISTURBANCE AGREEMENT made as of the 18th day of March, 1991, by and between CHICAGO SMSA LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter "Tenant"), and BANK OF NORTHERN ILLINOIS, N.A., formerly known as First National Bank of Waukegan (hereinafter "Lender"), THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, Trustee, under Trust Agreement dated August 14, 1980 and known as Trust No. 25581 (the "Landlord") and ALCAN UNITED CONCRETE, INC., an Illinois corporation ("Alcan").

WITNESSETH:

WHEREAS, Landlord and Alcan have executed a Lease Agreement dated July 1, 1981 and a Lease Extension dated December 20, 1990 (together the "Lease") pursuant to which Landlord leased the Site (the "Site") described on Exhibit A attached hereto and incorporated herein by reference to Alcan for a term of years as more fully described in the Lease; and

WHEREAS, Alcan and Tenant have executed a certain Sublease Agreement dated February 4, 1991, (the "Sublease"), pursuant to which Alcan leased the Premises (the "Premises") described on Exhibit B attached hereto and by reference incorporated herein to Tenant for a term of years with extension rights all as more fully described in the Sublease; and

WHEREAS, Landlord has mortgaged certain real property legally described in Exhibit A attached hereto and by reference incorporated herein (the "Mortgaged Property") of which the Premises constitute part by a certain Mortgage (the "Mortgage") to the Lender dated April 21, 1987, and recorded with the Recorder of Cook County, State of Illinois, on May 22, 1987 (as Document No. 87276097), securing the payment of a Promissory Note dated May 22, 1987, in the amount of Three Hundred Thousand Twenty-Six Five Hundred Sixty Three and 85/100 Dollars (\$326,563.85) executed by Landlord to the order of Lender (the "Note") upon terms and conditions as more fully set forth in the Note and Mortgage; and

WHEREAS, Tenant desires to insure its peaceful and quiet use and enjoyment of the Premises for telecommunications purposes; and

WHEREAS, Tenant and Lender are willing to agree that the Sublease shall be subject and subordinate to the Mortgage but shall remain in full force and effect in the event that any proceedings are brought involving foreclosure of the Mortgage made by the Landlord covering, or in the event Lender otherwise succeeds to Landlord's interest with respect to, any part of the Premises; and

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WHEREAS, Lender, Landlord, Alcan and Tenant are willing to agree that the Sublease shall remain in full force and effect in the event that there is any default under the Lease, provided Tenant is not in default under the Sublease.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Tenant, Lender, Landlord and Alcan agree as follows:

1. **Subordination.** The Sublease shall be, and the same is hereby made subject to and subordinate to the Mortgage and to all the terms, conditions and provisions thereof.

2. **Non-Disturbance.** (a) In the event any proceedings are brought by Lender (i) to foreclose the Mortgage or (ii) to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise, and, provided the Tenant is not then in default in the payment of rent or in the performance of any of the terms, conditions or covenants of the Sublease, Tenant and Lender agree, that the Sublease (including any extensions thereof and any options to purchase or rights of first refusal contained therein) shall in accordance with all its terms, covenants and conditions (which are incorporated herein by reference) remain in full force and effect as a direct indenture of lease between Tenant and Alcan (or any other party assuming Alcan's rights and obligations as landlord, under the Sublease), and Tenant's possession of the Premises and Tenant's rights and privileges under the Sublease and any extensions thereof shall not be diminished, interfered with or disturbed by Lender by such foreclosure under the Mortgage or by any such attempt to foreclose or to succeed to the interests of Landlord by foreclosure, deed in lieu thereof or otherwise.

(b) In the event that Alcan defaults under the Lease and Tenant is not in default in the payment of rent or in the performance of any of the terms or conditions of the Sublease, Lender and Landlord agree that the Sublease (including any extensions thereof and any options to purchase or rights of first refusal contained therein) shall in accordance with all its terms, covenants and conditions (which are incorporated herein by reference) remain in full force and effect as a direct indenture of lease between Tenant and Alcan (or any other party assuming Alcan's rights and obligations under the Sublease), and Tenant's possession of the Premises and Tenant's rights and privileges under the Sublease (including any extensions thereof) shall not be diminished, interfered with or disturbed by Lender by reason of default under the Lease.

3. **Attornment.** In the event Alcan ceases to have any rights or interest in the Site by reason of a default under the Lease or by action on the part of Lender, Tenant shall attorn to and shall be bound to any lawful successor to Alcan, as landlord under the Sublease, under all of the terms, covenants and conditions in the Sublease for the balance of the term of the Sublease including any extension or extensions thereof without the execution of any further instrument on the part of the parties hereto.

4. **Notices.** Whenever in this Agreement or in any proceedings involving the foreclosure or attempt to foreclose pursuant to the Mortgage, it shall be required or desired that notice or demand be given or served by any party, such notice or demand shall be in writing and

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be deemed to have been given or served two (2) business days after being mailed, postage prepaid, by certified or registered mail or when delivered in person and addressed as follows:

TENANT: Chicago SMSA Limited Partnership
c/o Ameritech Mobile Communications, Inc.
1515 Woodfield Road - Suite 1400 East
Schaumburg, Illinois 60173
(Attn: Vice President-General Counsel and
General Manager, Real Estate and Zoning)

WITH A COPY TO: Mr. George N. Gilkerson, Jr.
Rooks, Pitts and Poust
201 Naperville Road
Wheaton, IL 60187

ALCAN: Alcan United Concrete, Inc.
125 West Boeger Drive
Arlington Heights, IL 60004
Attention: Anthony Tiberi

WITH A COPY TO: Burton Reif
Reif, Rosenbaum & Hefman
221 North LaSalle Street
Suite 2913
Chicago, IL 60601

LANDLORD: The Cosmopolitan National Bank of Chicago
Trust #25581
801 North Clark Street
Chicago, Illinois 60610

LENDER: Bank of Northern Illinois, N.A.
1313 Delany Road
Gurnee, IL 60031

or to such other addresses as may hereinafter be designated by any party by proper notice to the others.

5. **Successors and Assigns.** The obligations and covenants of the parties hereto shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, personal and legal representatives, successors and assigns.

6. **Release.** This Agreement shall remain in full force and effect until such time as the Mortgage is released of record.

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7. **Recording.** The parties hereto agree that this Agreement may be recorded in the public records of Cook County, Illinois.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year above written.

TENANT:

ATTEST:

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

By: [Signature]
Name: ROBERT N. KERRICK
Title: ASSISTANT SECRETARY

By: [Signature]
Name: DENNIS L. MYERS
Title: VICE PRESIDENT

LENDER:

ATTEST:

BANK OF NORTHERN ILLINOIS,
FKA First National Bank
of Waukegan

By: [Signature]
Name: [Signature]
Title (if any): VICE PRESIDENT

By: [Signature]
Name: [Signature]
Title: President

Date: 4/5/91

Date: 4/5/91

ATTEST:

ALCAN UNITED CONCRETE, INC., an Illinois
corporation

By: [Signature]
Name: Jo-Mary Tiberi
Title: Secretary

By: [Signature]
Name: Anthony C. Tiberi
Title: President

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THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, TRUSTEE UTA DATED AUGUST 14, 1980 AKA TRUST NO. 25581 and not personally

ATTEST:

By: *Sandra Stoffens*
Name: Sandra Stoffens
Title: Trust Officer

By: *Alice A. Lathan*
Name: Alice A. Lathan
Title: Asst. Vice President

This instrument prepared by (and after recording return to):

Janet A. Stiven
Rooks, Pitts and Poust
55 West Monroe Street
Suite 1500
Chicago, IL 60603

Erected and delivered by the Cosmopolitan National Bank of Chicago, not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties herein, anything herein to the contrary notwithstanding, that all of the undertakings and agreements herein made, are made and intended to bind the undertakings and agreements of the Trustee or for the purpose of binding the property, but executed and delivered by the Trustee solely in the exercise of its authority as such Trustee, and no personal liability or personal responsibility shall be or shall at any time be asserted or enforced against the Trustee or on account of any undertaking or agreement herein made or intended, all such personal liability or responsibility shall be limited to a state of personal liability as such Trustee.

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EXHIBIT A

OVERALL SITE DESCRIPTION

LOT 1 IN TSCHURTZ'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 8, THENCE SOUTH ALONG THE WEST LINE OF THE SAID NORTHWEST 1/4 OF SECTION 8 A DISTANCE OF 465.60 FEET, THENCE EAST ALONG THE NORTH LINE OF NORTH RIDGE SUBDIVISION A DISTANCE OF 307.65 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING EAST ALONG THE AFORESAID LINE A DISTANCE OF 555.60 FEET TO A POINT IN THE WEST LINE OF FREEDOM SMALL FARMS SUBDIVISION, THENCE SOUTH ALONG THE AFORESAID LINE A DISTANCE OF 769.70 FEET TO A POINT ON THE NORTH LINE OF FAIRVIEW LANE SUBDIVISION, THENCE WEST ALONG THE AFORESAID NORTH LINE A DISTANCE OF 555.60 FEET TO A POINT ON THE EAST LINE OF THE NORTH RIDGE SUBDIVISION, THENCE NORTH ALONG THE AFORESAID EAST LINE A DISTANCE OF 769.52 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

P.I.N.: 03-08-100-038-0000

Property Address: 125 West Boeger Drive, Arlington Heights, Illinois

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February 7, 1991

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EXHIBIT B

LEASE SITE DESCRIPTION

THAT PART OF THE LOT 1 IN TSCHURTZ'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1979 AS DOCUMENT NO. 25205154 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WESTERLY ALONG THE NORTHERLY LINE THEREOF 44.47 FEET, THENCE SOUTHERLY PARALLEL TO THE EASTERLY LINE THEREOF, 214.89 FEET, THENCE EASTERLY NORMAL TO THE LAST DESCRIBED LINE, 32.95 FEET TO THE POINT OF BEGINNING, THENCE SOUTHERLY PARALLEL TO SAID EASTERLY LINE, 40.00 FEET, THENCE WESTERLY NORMAL TO THE LAST DESCRIBED LINE, 17.00 FEET, THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE, 24.00 FEET, THENCE WESTERLY NORMAL TO THE LAST DESCRIBED LINE, 8.00 FEET, THENCE NORTHERLY PARALLEL WITH SAID EASTERLY LINE, 16.00 FEET, THENCE EASTERLY, 25.00 FEET TO SAID POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ACCESS EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN TSCHURTZ'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1979 AS DOCUMENT NO. 25205154 BEING 12 FOOT WIDE STRIP OF LAND LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WESTERLY ALONG THE NORTHERLY LINE THEREOF, 44.47 FEET TO THE POINT OF BEGINNING, THENCE SOUTHERLY PARALLEL WITH THE EASTERLY LINE THEREOF, 214.89 FEET, THENCE EASTERLY ALONG A LINE NORMAL TO THE LAST DESCRIBED LINE, THE EASTERLY 25 FEET OF SAID LINE ALSO BEING THE NORTHERLY LINE OF THE LEASE SITE (HEREON DESCRIBED), 32.95 FEET TO THE NORTHEAST CORNER OF SAID LEASE SITE, IN COOK COUNTY, ILLINOIS.

UTILITY EASEMENT DESCRIPTION

THAT PART OF LOT 1 IN TSCHURTZ'S SUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 23, 1979 AS DOCUMENT NO. 25205154 BEING AN 8 FOOT WIDE STRIP OF LAND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING ON THE EASTERLY LINE OF THE HEREON DESCRIBED LEASE SITE, 10.00 FEET SOUTHERLY OF THE NORTHEAST CORNER THEREOF, THENCE NORTHERLY ALONG SAID EASTERLY AND SAID EASTERLY LINE EXTENDED NORTHERLY TO THE NORTHERLY LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

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CHICAGO SMSA LIMITED PARTNERSHIP ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Rosanne J. Miller, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that DENNIS CAMPBELL, personally known to me to be the VICE President of Ameritech Mobile Phone Service of Chicago, Inc., an Illinois corporation and personally known to me to be the ASSISTANT Secretary of said corporation, which corporation is sole general partner of CHICAGO SMSA LIMITED PARTNERSHIP, an Illinois limited partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as such VICE President and ASSISTANT Secretary they signed and delivered the said instrument as VICE President and ASSISTANT Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, as the free and voluntary act and deed of said corporation, and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

ROBERT
RELAND

Given under my hand and Notarial Seal this 10th day of MARCH, 1991.

Rosanne J. Miller
Notary Public

My commission expires:

11/2/91

"OFFICIAL SEAL"
ROSANNE J. MILLER
Notary Public, State of Illinois
My Commission Expires 11/2/91

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BANK OF NORTHERN ILLINOIS, N.A. ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, Mary F. Compton, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Frank H. Raymond, personally known to me to be the President of BANK OF NORTHERN ILLINOIS, N.A., a national banking association, and Michael J. Flannery, personally known to me to be the Vice President Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Vice President Secretary, they signed and delivered the said instrument as President and Vice President Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 5th day of April, 1991.



Mary F. Compton
Notary Public

My commission expires:

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CORPORATE ACKNOWLEDGMENT

ARIZONA
STATE OF ~~ILLINOIS~~)
) SS
COUNTY OF MARICOPA)

I, Christina Z. Griffina Notary Public in and for said County, in the State aforesaid, do hereby certify that Anthony C. Tiberi, personally known to me to be the _____ President of ALCAN UNITED CONCRETE, INC., an Illinois corporation, and Jo-Mary Tiberi, personally known to me to be the _____ Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument as _____ President and _____ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21 day of February, 1991.

Christina Z. Griffina
Notary Public

My commission expires:
by _____

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TRUSTEE ACKNOWLEDGMENT

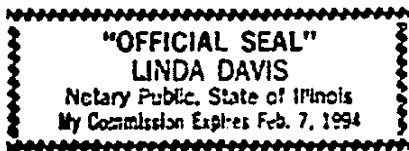
STATE OF **ILLINOIS**)
) SS
 COUNTY OF **COOK**)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alice A. Lanham & Sandra Steffens, personally known to me to be the Asst. Vice Pres. & Trust Officer of THE COSMOPOLITAN NATIONAL BANK OF CHICAGO, Trustee, under Trust Agreement dated August 14, 1980 and known as Trust No. 25581, the same person s whose name s subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of February, 1991.

Linda Davis
 Notary Public

My Commission expires:



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