

AGREEMENT OF SUBORDINATION AND ATTORNMENT

THIS AGREEMENT is dated the 15th day of April, 1993, between Allstate Life Insurance Company ("Lender") and Stone Container Corporation, a Delaware corporation [partnership] [corporation] ("Tenant").

RECITALS:

A. Tenant has executed that certain lease dated August 1, 1992 (the "Lease") with Cannonball Express, Inc, as lessor ("Landlord") covering the premises in that certain building located at Lot D Airport Business Park, Omaha Nebraska (the "Property"); and See attached Exhibit "A"

B. Lender has made or has agreed to make a mortgage loan to the Landlord secured by a mortgage or deed of trust on the Property which includes an assignment of Landlord's interest in the Lease (the "Mortgage"); and

C. Tenant and Lender desire to confirm their understanding with respect to the Lease and the Mortgage.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements contained herein, the parties hereto agree as follows:

1. The Lease is and shall continue to be subject and subordinate in all respects to the Mortgage and the lien created thereby, and to any advancements made thereunder and to any consolidations, extensions, modifications or renewals thereof.

2. Tenant agrees to give Lender a copy of any notice of default served on the Landlord by certified mail, return receipt requested, with postage prepaid, at Allstate Plaza West M2C, 3100 Sanders Road, Northbrook, Illinois 60062, Attn: Commercial Mortgage Division Servicing Manager. If Landlord fails to cure such default within the time provided in the Lease, Lender shall have the right, but not the obligation to cure such default on behalf of Landlord within thirty (30) calendar days after the time provided for in the Lease or within a reasonable period if such default cannot be cured within that time and Lender is proceeding with due diligence to cure such default. In such event Tenant shall not terminate the Lease while such remedies are being diligently pursued by Lender. Further, Tenant shall not, as to Lender, require cure of any such default which is not susceptible of cure by Lender.

3. If Lender obtains the right to possession of the premises or if the Landlord's interest under the Lease is transferred to Lender by foreclosure, deed in lieu of foreclosure, or otherwise, and, ~~if Lender assumes and recognizes the Lease in writing~~, then the Lease will continue in full force and effect and Tenant shall make full and complete attornment to the Lender as substitute Landlord upon the same terms, covenants and conditions as provided in the Lease. *DR*

RECEIVED

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Box 29  
99

RECORDS & DEEDS  
DOUGLAS COUNTY, NE

4. If Lender succeeds to landlord's interest under the Lease, Lender shall not be:

- (a) liable for any act or omission of Landlord or any prior landlord; or
- (b) subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord; or
- (c) required or obligated to credit Tenant with any rent or additional rent for any rental period beyond the then current month which Tenant might have paid Landlord or any prior landlord; or
- (d) bound by any amendments or modifications of the Lease made without Lender's consent, other than exercise of rights, options or elections contained in the Lease, including without limitation, options to extend the term of the Lease; or
- (e) liable for the return of any security deposit unless such security deposit shall have been actually received by Lender. In the event of receipt of any such security deposit, Lender's obligations with respect thereto shall be limited to the amount of such security deposit actually received by Lender, and Lender shall be entitled to all rights, privileges and benefits of Landlord set forth in the Lease with respect thereto.

5. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Furthermore, the provisions of this Agreement shall be binding upon any guarantor of Tenant's obligations under the Lease. The words, "Lender," "Landlord" and "Tenant" shall include their respective heirs, legatees, executors, administrators, beneficiaries, successors and assigns.

6. Any notices to Tenant hereunder shall be effective upon mailing notice to Tenant by certified mail, return receipt requested, with postage prepaid, at the address set forth in the Lease or at such other address as the Tenant may designate in writing to Lender at the address set forth in paragraph 2.

7. This Agreement contains the entire agreement between the parties and no modifications shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

8. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument.

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

LENDER:

ALLSTATE LIFE INSURANCE COMPANY

By: 

By: 

Its Authorized Signatories

TENANT:

Stone Container Corporation

By: 

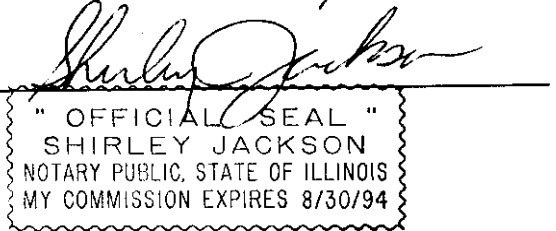
Its Vice President

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Shirley Jackson, notary public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Leslie T. Lederer, known to me to be the vice president of Stone Container Corp., a Delaware corporation, and personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he/she signed and delivered the said instrument, and affixed the corporate seal thereto, pursuant to due authority given by the Board of Directors, as his/her free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 15<sup>th</sup> day of April, 1993

[SEAL]

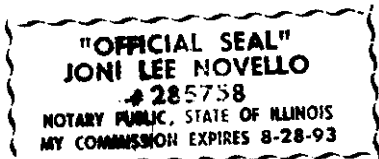


STATE OF Illinois )  
 ) SS:  
COUNTY OF Cook )

I, Joni Lee Novello, notary public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Theodore A. Schnell, and Gary D. Rigas known to me to be the Authorized Signatories of Allstate Life Insurance Company, an Illinois corporation, and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Authorized Signatories, they signed and delivered the said instrument, and affixed the corporate seal thereto, pursuant to due authority given by the Board of Directors, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 14<sup>th</sup> day of May, 1993

[SEAL]



Joni Lee Novello

## EXHIBIT "A"

That part of Block "D" of the UNION LAND COMPANY'S FIRST ADDITION to the City of Omaha, Douglas County, Nebraska, described as follows:

Commencing at the Southeast corner of said Block "D"; thence North  $00^{\circ}04'53''$  East (assumed bearing) 20.00 feet of the East line of said Block "D" to the Point of Beginning; thence continuing North  $00^{\circ}04'53''$  East 452.80 feet on the East line of said Block "D" to a point 8.50 feet South of the centerline of the Southerly set of two existing railroad spur tracks; thence West 582.53 feet on a line 8.50 feet South of and parallel to the centerline of said existing spur track and its Westerly extension to the West line of said Block "D"; thence South  $00^{\circ}07'35''$  West 452.86 feet on the West line of said Block "D" to a point 20.00 feet North of the Southwest corner of said Block "D"; thence North  $89^{\circ}59'39''$  East 582.89 feet on a line 20.00 feet North of and parallel to the South line of said Block "D" to the Point of Beginning.