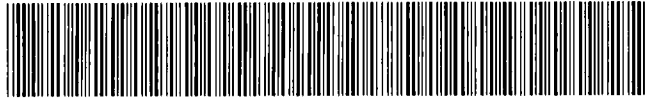




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Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
8/28/2012 11:26:43.10



2012085669

Prepared by [REDACTED]

American Tower Corporation
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
ATC Site # 98474
ATC Site Name: 36th & Orchard NE
Tax Parcel ID Number(s):

113067-R

Return To:

Old Republic Site Management Services
17330 Preston Road, Suite 150A
Dallas, Texas 75252

SUBORDINATION, NONDISTURBANCE AND ATTORNMEN AGREEMENT

This Subordination, Nondisturbance and Attornment Agreement ("Agreement") is made and entered into this 8 day of December, 2011, by and among United States Small Business Administration, ("Beneficiary") and American Towers, LLC, a Delaware limited liability company, having a place of business at 116 Huntington Avenue, Boston, Massachusetts 02116 (hereinafter "Grantee") collectively, the ("Parties").

WITNESSETH:

WHEREAS, MACM LEASING INC., a Nebraska corporation, ("Grantor") granted the following to the Nebraska Economic Development Corporation:

Deed of Trust dated April 21, 2004 recorded on May 6, 2004 as Document No. 2004058392;

Assignment of Rents dated April 21, 2004 recorded on May 6, 2004 as Document No. 2004058396;

in the Douglas County Records, Nebraska (all documents being collectively referred to as the "Mortgage") encumbering certain property owned by Grantor as more fully described in Exhibit A attached hereto ("the Property");

WHEREAS, the Mortgage has been assigned to Beneficiary by document dated April 21, 2004 recorded on May 6, 2004 as Document No. 2004058393;

WHEREAS, Grantor has conveyed a Easement, which may be amended from time to time, in a portion of the Property and an appurtenant easement for access and utilities to Grantee ("the Easement");

WHEREAS, Beneficiary requires that the Easement be subject and subordinate to the Mortgage;

WHEREAS, Grantee and Grantor desire that Grantee's occupancy under the Easement shall not be disturbed should Beneficiary succeed to the Grantor's interest and subject to the terms and conditions set forth herein;

ck. 500547614

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the Parties agree as follows:

1. Subordination of Interests. The Easement and all of Grantee's right, title and interest thereunder, shall be subject to and subordinate to the lien of the Mortgage.
2. Non-Disturbance. Beneficiary hereby consents to the Easement, provided Grantee shall not be in default under the Easement beyond the expiration of any grace, notice, or cure provided therein without cure. Beneficiary agrees that (i) all of Grantee's rights under the Easement (including without limitation any modifications, amendments, renewals or extensions of the Easement) and occupancy thereunder shall not be terminated, diminished, disturbed or affected in any manner by Beneficiary's foreclosure of the Mortgage or a transfer to Beneficiary by deed-in-lieu of foreclosure or otherwise; and (ii) Grantee shall not be named as a defendant in any foreclosure action or proceeding.
3. Attornment. Each of Beneficiary and Grantee agree to attorn to the other, in the event that title to the Property is conveyed to Beneficiary by foreclosure of the Mortgage, deed-in-lieu of foreclosure or otherwise and Beneficiary agrees to be fully bound to all of the terms and conditions of the Easement as if Beneficiary was Grantor thereunder, except that Beneficiary shall not be liable for loss or damage arising from any act or omission prior to the earlier of the date title vests in Beneficiary, or Beneficiary's commencement of foreclosure or other proceedings against the Property or Grantor.
4. Grantee's Personal Property. Provisions of the Mortgage and/or any related documents shall not apply to any equipment owned or leased by Grantee which is now or may hereafter be placed on the Property and Grantee is authorized to remove said equipment in accordance with the terms of the Easement.
5. Specific Performance. Each party hereto shall be entitled to specific performance of the covenants, agreements and rights contained in this Agreement. It is the express intent of all parties hereto that all remedies provided at law or in equity, including without limitation, the right to specific performance as herein provided, shall be cumulative.
6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.
7. Notices. All notices or demands 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 (i) by hand delivery, on the date of hand delivery, (ii) one (1) business day after delivery to an overnight courier for next business day delivery, delivery charges prepaid, or (iii) by registered or certified United States Mail, postage prepaid and return receipt requested, three (3) days after deposit in the mail, addressed as follows:

If to Beneficiary:

US Small Business Administration

NEDCO

1610 So. 70th St., Suite 201

Lincoln, NE 68506

If to Grantee:

American Towers, LLC

c/o American Tower

10 Presidential Way

Woburn, MA 02116

Attn: Land Management

With a copy to: American Towers, LLC
c/o American Tower
116 Huntington Avenue
Boston, MA 02116
Attn: Legal

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 at least ten (10) days prior to the effective date of such change. Inability to deliver notice due to a change of address for which no notice was given, or refusal to accept delivery, shall be deemed delivery hereunder.

8. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State in which The Property is located;
9. Captions. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

State of California)
)
County of Fresno)

On Dec. 8, 2011 before me, Theresa J Pike, a Notary Public, personally appeared MICHELLE SERRANO, who proved to me on the basis of satisfactory evidence to be the person(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~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Theresa J Pike



WITNESSES:

GRANTEE:

AMERICAN TOWERS, LLC

A Delaware limited liability company

Megan K. Albert
Signature
Print Name: Megan K. Albert

By: Steven O Vondran
Its: SVP and General Counsel US Tower

Anil Mathija
Signature
Print Name: Anil Mathija

ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

) ss:
)

On this 25th day of January, 2012, before me, the undersigned notary public, personally appeared Steven O. Vondran, SVP and General Counsel US Tower of American Towers LLC, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.

Kelley E. Langdon
Notary Public

My Commission Expires: 4/07/2017

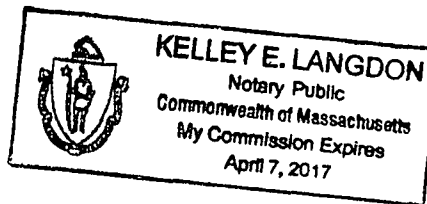


EXHIBIT A

That part of the SW 1/4 of Section 4, Township 14 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more fully described as follows: Commencing at the intersection of the East right of way of 36th Street with the South right of way of Babe Gomez Avenue; thence South 87°31'26" East (assumed bearings) a distance of 244.51 feet along the South right of way of Babe Gomez Avenue; thence South 02°55'45" West a distance of 640.12 feet, parallel to the East right of way of 36th Street; thence North 87°00'45" West a distance of 244.50 feet; thence North 02°55'45" East a distance of 638.26 feet along the East right of way line of 36th Street to the point of beginning.

NWSW
SWSW