

**NON DISTURBANCE, SUBORDINATION AND
ATTORNMEN T AGREEMENT**

Drafted by and return to:

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PIN: 052.000.166.121.00

NON-DISTURBANCE, SUBORDINATION AND ATTORNMEN T AGREEMENT

This Non-Disturbance, Subordination and Attornment Agreement (“Agreement”) made this _____ day of _____, 20____, by and among Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, having its principal office and place of business at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter called "**Lessee**"; Manitowoc Place, LLC, having its principal office and place of business at 7611 Harwood Avenue, Wauwatosa, Wisconsin 53213, hereinafter called "**Lessor**"; and, City of Manitowoc, Wisconsin, having its principal office and City Hall at 900 Quay Street, Manitowoc, Wisconsin 54220, hereinafter called "**Lender**". The Lessee, Lessor and Lender are at times collectively referred to as the "**Parties**."

WITNESSETH:

1. Lessor and Lessee desire to enter into a Building and Rooftop Lease Agreement, which, including all amendments, if any, are hereinafter referred to as the "**Lease**" with respect to the property more fully described on Exhibit "A" attached hereto (the "**Property**").

2. A certain loan in the original face amount of \$500,000 was secured by a Mortgage and dated April 12, 2005, executed by Lessor to Lender, recorded on May 6, 2005 as Document No. 987231 in the office of the Register of Deeds of Manitowoc, County, Wisconsin, hereafter called the "**Mortgage**", together with Real Estate Mortgage Subordination Agreement recorded as Document No. 987232, Real Estate Mortgage Subordination Agreement recorded as Document No. 987775, Real Estate Mortgage Subordination Agreement recorded as Document No. 987233, and Real Estate Subordination Agreement recorded as Document No. 989290, aforesaid records (collectively the "**Security Documents**") all encumbering the Property. As used hereafter in this Agreement, the term "Lender" shall collectively refer to the Lender, its successor-in-interest or any purchaser of Lender's or its successor's interest in the Mortgage or the Property.

3. So long as the Lessee is not in default in the performance of any of the terms of the Lease, the Parties agree that in the event the Mortgage is foreclosed for any reason, and the Lender succeeds to the interest of Lessor under the Lease, the Lessee shall be bound to the Lender under all of the terms of the Lease for the balance of the term thereof remaining with the same force and effect as if the Lender were the lessor under the Lease, and the Lessee hereby attorns to the Lender as its lessor, such attornment to be effective and self-operative, without the execution of any further instrument on the part of either of the Parties hereto, immediately upon the Lender succeeding to the interest of the Lessor under the Lease. Notwithstanding anything herein to the contrary, the Lessee shall be under no obligation to pay rent to the Lender until the Lessee receives written notice from the Lender that it has succeeded to the interest of the Lessor under the Lease. Lessor agrees that the Lessee shall act in compliance with any notice from Lender as set forth in the preceding sentence and that Lessee shall have no liability to the Lessor for so acting. The respective rights and obligations of the Lessee and the Lender upon such attornment shall to the extent of the then remaining balance of the term of the Lease be the same as now set forth therein, it being the intention of the Parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

4. If the Mortgage is foreclosed or executed upon for any reason and so long as the Lessee is not in default beyond any applicable notice/grace period, Lessee's rights under the Lease and Lessee's use and enjoyment of the Property leased thereunder shall not be disturbed, and the Lender shall be bound to the Lessee under all of the terms of the Lease, including but not limited to, any remedies against the Lender for a breach of an agreement contained in the Lease that the Lessee might have had under the Lease against the prior lessor thereunder. ; provided, however, that in no event shall the Lender (or any successor party) be: (1) liable for any act, omission, default, misrepresentation, or breach of warranty of any previous landlord (including Lessor) or any obligations accruing prior to Lender's actual ownership of the Property; (ii) subject to any offset, defense, claim or counterclaim which Lessee might be entitled to assert against any previous landlord (including Lessor); and (iii) be bound by any additional rent or other payments, made by Lessee to any previous landlord (including Lessor) for more than one month in advance. Subject to the terms of this Agreement, if Lender acquires an ownership interest in the Property, Lender will (1) honor all the terms of the Lease, and (2) fulfill Lessor's obligations under the Lease.

5. Lessee (1) agrees and confirms that the Lease is subordinate to the Mortgage or other real property interest in the Property in favor of Lender, (2) agrees to attorn to Lender as set forth in Section 3 of this Agreement and (3) agrees to accept a cure by Lender of any of Lessor's defaults, provided such cure is completed within the deadline applicable to Lessor.

6. Notwithstanding anything contained therein to the contrary, neither the Mortgage nor any security instrument executed in connection with the Mortgage, including but not limited to any UCC-1 financing statements or any other financing instrument, agreement, or renewal or continuation thereof, shall cover, subject or be construed as covering or subjecting in any manner to the lien of the Mortgage or any such security instrument, any equipment, fixtures, antenna structures or any other trade fixture or other personal property installed or placed in or on the Property by or for the Lessee.

7. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

Lessor: Manitowoc Place, LLC
7611 Harwood Avenue
Wauwatosa, Wisconsin 53213

Lessee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Lender: City of Manitowoc
900 Quay Street
Manitowoc, Wisconsin 54220

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

8. The rights and obligations hereunder of the Lessor, Lessee and the Lender shall bind and inure to the benefit of their respective successors and assigns. This Agreement shall be binding on all of Lender's participants (if any) in the subject loan secured by the Mortgage and on all successors and assigns of such participants.

9. This Agreement shall be effective upon the date of full execution of the Lease.

10. Landlord shall bear no costs related to attorney fees, recording fees and other incidental costs incurred in drafting and finalization of this Agreement.

[SIGNATURES & EXHIBIT TO APPEAR ON FOLLOWING PAGES]

LESSOR: Manitowoc Place, LLC

By: _____
Name: Robert Lemke
Title: Member

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20_____,
the above-named Robert Lemke, as Member of Manitowoc Place, LLC, to me known to be the
person who executed the foregoing instrument in such capacity and acknowledged the same.

Name: _____
Notary Public, _____
My Commission: _____

LENDER: City of Manitowoc

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20_____,
the above-named _____, as _____,
to me known to be the person who executed the foregoing instrument in such capacity and
acknowledged the same.

Name: _____
Notary Public, _____
My Commission: _____

LESSEE: Verizon Wireless Personal Communications LP d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

Personally came before me this ____ day of _____, 20____,
the above-named _____ as
_____ of Verizon Wireless Personal Communications
LP d/b/a Verizon Wireless, to me known to be the person who executed the foregoing instrument in
such capacity and acknowledged the same.

Name: _____
Notary Public, _____
My Commission: _____

Exhibit A

LEGAL DESCRIPTION OF REAL ESTATE

Lots 9 and 10, and the South 92 feet of Lots 11 and 12 of Block 166 of the Original Plat of the City of Manitowoc, Manitowoc County, State of Wisconsin, being a part of the Northwest $\frac{1}{4}$ of Section 29, Town 19 North, Range 24 East, according to the recorded plan thereof.

Tax Key No. 052.000.166.121.00