After recording return to: Ana Lizza V. Acena Mayer Brown LLP 71 South Wacker Chicago, Illinois 60606



Doc# 1804013044 Fee \$136.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/09/2018 03:43 PM PG: 1 OF 2;

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

2

^{광증인가} 법무법인 광장 LEE & Ko

[별지 제41호서식]

2191-3100

Registered No. 2018 - 67

NOTARIAL CERTIFICATE



LEE & KO

20F, Hanjin Building, 63 Namdaemun-ro, Jung-gu, Seoul, Korca



1804013044 Page: 3 of 21

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MB Draft: 10/16/2017

SUBOKI INATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT SHBNPP Good Professional Investment Type Private Real Estate Investment Trust No. 10 and SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 10 and SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 10 and SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Type Private Real Estate Investment Trust No. 15 SHBNPP Glor of Professional Investment Trust No. 15

- and -

PCM LOGISTICS, LLC (Tenant)

- and -

SOUTH REVERSIDE BUILDING LLC (Landord)

Dated:

Och 10805 17, 2017

Location:

300 South Riverside Haza, Chicago, Illinois 60606

PINs:

17-16-121-003-6002 and 17-16-121-003-6001

County:

Cook

South Riverside Building LLC [Commercial Office] Corner of W. Jackson Blvd. and Canal Street 300 S. Riverside Plaza Chicago, Illinois 60606 This instrument was prepared by and when recorded return to:

Mayer Brown LLP 1221 Avenue of the Americas New York, New York 10020 Attn: Tammy Tuller, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SHBNPP Global Professional Investment Type Private Real Estate Investment Trust No. 10 and SHBNPP Global Professional Investment Type Private Real Estate Investment Trust No. 11 THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") is made and entered into as of the 12th day of October, 2017, by and among Shinhan Bank, noting through its New York Branch ("Mortgagee"), PCM Logistics, LLC, a Delaware united liability company ("Tenant"), and South Riverside Building LLC, a Delaware limited liability company and its successors and assigns ("Landlord").

WHEREAS:

- A. Landlord owns, leases or controls (or will be acquiring) the land ("Land") described in Exhibit A attached herete and the building and related improvements located thereon (the "Building"; the Land and Building are collectively referred to as the "Property").
- B. Under the terms of a certain lease (the "Lease") dated $\frac{20+3}{2013}$ between Tenant and Landlord or Landlord's predecessor in title, Tenant has leased a portion of the Building, as more particularly described in the Lease (the "Demised Premises").
- C. Landlord has executed, or will be accuting, a mortgage or deed of trust in favor of Mortgagee (the "Mortgage") pursuant to which Landlord has encumbered or will encumber Landlord's interest in the Land, Building and Lease to secure, among other things, the payment of certain indebtedness owing by Landlord to Mortgagee as described therein and in all other documents evidencing, securing or guaranteeing such indebtedness (the "Loan Documents").
- D. The parties hereto desire to have the Lease be subordinate to the Mortgage and the lien thereof, to establish certain rights of non-disturbance for the benefit of Tenant under the Lease, and further to define the terms, covenants and conditions precedent for such rights.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the parties hereto mutually agree as follows:

- 1. <u>Subordination</u>. The Lease, as the same may hereafter be modified, amended of extended, and all of the terms, covenants and provisions thereof and all rights, remedies and options of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage, including without limitation, all renewals, increases, modifications, consolidations, extensions and amendments thereof with the same force and effect as if the Mortgage and the other Loan Documents had been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease.
- Non-Disturbance. So long as Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable notice and cure periods, , then, Mortgagee and any Acquiring Party (as defined below) that acquires Landlord's rights under the Lease shall not terminate or disturb Tenant's possession of the Demised Premises under the Lease, except in

accordance with the terms of the Lease and such Acquiring Party shall be bound to Tenant under all the terms and conditions of the Lease (except as otherwise specifically provided in this Agreement). Without limiting the foregoing, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration of the term of the Lease, including any extensions and renewals of such term now provided thereunder, and so long as Tenant is not in default under any of the terms, covenants and conditions of the Lease beyond any applicable notice and cure periods, Mortgagee agrees on behalf of itself, its successors and assigns, including any purchaser at such foreclosure (each, an "Acquiring Party"), that Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, such joinder shall not result in the termination of the Lease or disturb the Tenant's possession, quiet enjoyment or use of the Demised Premises, and the sale of the Property in any such action or proceeding and the exercise by Mortgagee of any of its other rights under the Mortgage shall be made subject to all rights of Tenant under the Lease (subject to the terms of this Agreement); provided, further, however, that Mortgagee and Tenant agree that the following rrovisions of the Lease (if any) shall not be binding on Mortgagee or the Acquiring Party: any option to purchase or any right of first refusal to purchase with respect to the Property, and any provision regarding the use of insurance proceeds or condemnation proceeds with respect to the Property that is inconsistent with the terms of the Mortgage.

- Attornment. In the event of for closure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyence occurs prior to the expiration date of the term of the Lease, including any extensions and renewals of such term now provided thereunder, Tenant shall, at the election of the Acquiring Party, either: (i) attorn to and recognize the Acquiring Party as the new landlord under the Lease, which Lease shall thereupon become a direct lease between Tenant and the Acquiring Party for the remainur of the term of the Lease (including all extension periods that have been or are hereafter exercise 1) upon the same terms and conditions as are set forth in the Lease (subject to the terms of this Agreement); or (ii) if any Landlord default under the Lease is not susceptible to cure and results in the termination of the Lease, or the Lease is terminated for any other reason, including, without in citation, as a result of rejection in a bankruptcy or similar proceeding, then upon receiving the written request of the Acquiring Party, Tenant shall enter into a new lease of the Demised Premises with the Acquiring Party (a "New Lease"), which New Lease shall be upon substantially the same terms, covenants and conditions as are set forth in the Lease (subject to the terms of this Agreement) 107 the remainder of the term of the Lease (including all extension periods that have been or are hereafter exercised). In either such event described in the preceding clauses (i) or (ii) of this <u>Section 3</u>, Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease (or the New Lease, as applicable) for the benefit of the Acquiring Party. For all purposes of this Agreement, the word "Lease" shall be deemed to mean the Lease or any such New Lease, as applicable.
- 4. <u>Limitation of Liability</u>. Notwithstanding anything to the contrary contained herein or in the Lease, in the event of foreclosure of the Mortgage or conveyance in lieu of foreclosure, which foreclosure or conveyance occurs prior to the expiration date of the term of the Lease, including any extensions and renewals of such term now provided thereunder, the liability of Mortgagee, its successors and assigns, or Acquiring Party, as the case may be, shall be limited to its interest in the Property; provided, however, that Mortgagee or Acquiring Party, as the case may be, and their respective successors and assigns, shall in no event and to no extent be liable to

Tenant for the obligations or terms of the Lease identified in subsections (i) through (iv) of Article 24 of the Lease which set forth those provisions which are not being legally binding upon a successor mortgagee, such as Mortgagee, in the event of a foreclosure or conveyance in lieu of foreclosure. The provisions, terms, conditions and limitations set forth in said subsections of the Lease are hereby incorporated herein by reference, and further, Mortgagee is hereby deemed to be an intended third party beneficiary of said subsections for so long as Mortgagee maintains any interest in respect of the Lease. Notwithstanding the foregoing, in no event shall Mortgagee:

- 4.1 be liable to Tenant for any past act, omission or default on the part of any prior landlord (including Landlord) and Tenant shall have no right to assert the same or any damages arising therefrom as an offset, defense or deficiency against Mortgagee, Acquiring Party or the successors or assigns of either of them;
- 4.2 be liable for or subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord);
- 4:3 be bound by any warranty, representation or indemnity of any nature whatspever made by any prior landlord (including Landlord) under the Lease including any warranties, representations or indemnities regarding any work required to be performed under the Lease, use, compliance with zoning, hazardous wastes or environmental laws, habitability, fitness for purpose, title or possession; or
- be liable to Tenant for construction or estoration, or delays in construction or restoration, of the Building or the Demised Premises, or for the obligations of any prior landlord (including Landlord) to reimburse Tenant for or indemnify Tenant against any costs, expenses or damages arising from such construction or any delay in Tenant's compancy of the Demised Premises.
- Mortgage, Tenant will pay to Mortgagee directly all rents, additional tents and other sums then or thereafter due under the Lease. In the event of the foregoing, Landio d hereby authorizes Tenant to pay to Mortgagee directly all rents, additional rents and other sums then or thereafter due under the Lease. In addition, Landlord hereby indemnifies and other sums then or thereafter due under the Lease. In addition, Landlord hereby indemnifies and holds Tenant narmless from and against any and all claims, causes of actions, demands, liabilities and losses of any kind or nature, including but not limited, to attorney's fees and expenses, sustained by Tenant as a result of any and all claims by third parties claiming through Landlord all or any portion of the rent, additional rents, and other sums due under the Lease that are paid by Tenant directly to Mortgagee in accordance with the terms and conditions hereof.
- 6. <u>No Amendment</u>. Landlord and Tenant each agree not to amend, modify or terminate the Lease in any manner without the prior written consent of Mortgagee.
- 7. <u>Further Documents</u>. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of any party hereto. Tenant agrees, however, to execute and deliver to Mortgagee or Acquiring Party, as the case may be, or such other person to whom Tenant herein agrees to attorn such other instruments as such party shall reasonably request in order to effectuate said provisions.

- Notice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:
- A copy of each notice given to Landlord pursuant to the Lease shall also be given 8.1 simultaneously to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and
- If Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant 8.2 shall give Eather notice of such fact to Mortgagee. Mortgagee shall have the right (but not the obligation) to remedy any Landlord default under the Lease, or to cause any default of Landlord under the Least to be remedied and shall be allowed such additional time as may be reasonably necessary to cure such default or institute and complete foreclosure proceedings (or otherwise acquire title to the Building), and so long as Mortgagee shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure or proceeding diligently to foreclosure the Mortgage, no such default shall operate or permit Tenant to terminate the Lease.
- Miscellaneous.
- Notices. All notices, demands, approvals and requests given or required to be given hereunder shall be in writing and shall be deemed to have been properly given upon receipt when personally served or sent by overnight delivery service or upon the third business day after mailing if sent by U. S. registered or certified rani postage prepaid, addressed as follows:

SHBNI P Global Professional Investment Type Private Mortgagee: Real Estate Investment Trust No. 10 and SHBNPP Global Shinhan Bank Professional investment Type Private Real Estate -600 Third Avenue Investment Trus No. 11 17th Floor SEE ATTACHED LENDER NOTICE SPRE. OFFICE New York, New York 10016 ADDRESSES AT END OF DOCUMENT

with copies to:

Nalmage LLC 430 Rark Avenue, 8th Floor New York, NY 10022 Attention Jin Kim

Landlord:

David Werner Real Estate Investments 780 3rd Avenue, 25th Floor New York, New York 10017 Attention: David Werner and Chaim Kowalsky

and

Third Millennim Group 7700 Congress Ave, Suite 3106 Boca Raton, FL 33487 Attention: Joseph Mizrachi and Adam Mizrachi

with a copy to:

Shearman & Sterling LLP 599 Lexington Avenue New York, New York 10022 Attention: Chris M. Smith, Esq.

l'enz.u

PCM Logistics, LLC

Attention: Ken Ray, Facilities Director

Attention: Legal Department c/o Karen Montenegro

1940 E. Marinosa Ave

El Segundo, California 90245

or to such other address in the United States as such party may from time to time designate by written notice to the other parties.

- 9.2 <u>Binding Effect</u>. The terms, covenants and conditions hereof shall be binding upon and inure to the benefit of Mortgagee, Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns.
- 9.3 No Oral Modifications. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the ρ at its hereto or their respective successors in interest.
- 9.4 Governing Law. This Agreement shall be governed, construed, applied and enforced in accordance with the laws of the State of Illinois.
- 9.5 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which together shall constitute one document.
- 9.6 <u>Inapplicable Provisions</u>. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.
- 9.7 <u>Authority</u>. Each of the undersigned parties further represents and warrants to the other parties hereto that the person executing this Agreement on behalf of each such party hereto has been duly authorized to so execute this Agreement and to cause this Agreement to be binding upon such party and its successors and assigns.

- 9.8 <u>Tenant's Personal Property</u>. In no event shall the Mortgage cover or encumber (and shall not be construed as subjecting in any manner to the lien thereof) any of Tenant's moveable trade fixtures, business equipment, furniture, signs or other personal property at any time placed in, on or about the Property.
- 9.9 <u>Subsequent Transfer</u>. If any Acquiring Party, by succeeding to the interest of Landlord under the Lease, should become obligated to perform the covenants of Landlord thereunder, then, upon any transfer of Landlord's interest by such Acquiring Party, all obligations shall terminate 55 to such Acquiring Party.
- 9.10 <u>Waive of Jury Trial</u>. LANDLORD, TENANT AND MORTGAGEE HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OF COUNTERCLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT.
- 9.11 Number and Gender. Whenever the context may require, any pronouns used herein shall include the corresponding mascuine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

[Remainder of page intentionally left blank; signature page(s) to follow]

1804013044 Page: 10 of 21

UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

	MORTGAGEE: SEE SEPARATE AND A SIGNATURE PAGE SHINHAN BANK, ACTING THROUGH NEW YORK BRANCH	
DOOD TO	By:	
70,c	TENANT: PCM LOGISTICS, LLC a Delaware limited liability company	
	By: Name: Scal Monar Title: Prest, T	
•	LANDLOFF. SOUTH RIVERS IDE BUILDING LLC, a Delaware limited limited problem company	
	By:	\$ \$\frac{1}{2} \cdot \cd

[Signature Page to Subordination, Non-Disturbance and Attornment Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

	MORTGAGEE: SEE SEPARATE AND ATTACHED SIGNATURE PAGE
•	SHINHAN BANK, ACTING THROUGH ITS
•	
^	NEW YORK BRANCH
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9	Ву:
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Ox	TENANT:
	PCM LOGISTICS, LLC
	a Delaware limited liability company
9	F /1//

Name:

LANDLORD

SOUTH RIVERS OF BUILDING LLC, a Delaware limited havi ity company

Title:

[Signature Page to Subordination, Non-Disturbance and Attornment Agreement]

1804013044 Page: 12 of 21

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MORTGAGEE/LENDER:

KOOKMIN BANK, in its capacity as trustee of SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.10

Ву:	<u>\(\) \</u>	
Title:	Manager	
Name:_	Tran Moin	
and	90	

KOOKMIN BANK, in its capacity as trustee of SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.11

By:	. 义			
	Jean Hoon			
Title: _	Jean Hoon Manager			
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ACKNOWLEDGMENTS

STATE OF California
COUNTY OF LOS Angeles
On October 17, 2017, before me, Danger Generally a Notary Public in and for the aforestid jurisdiction, personally appeared, Span Molle to personally known to me or proven to me on the basis of satisfactory evidence to be the individual whose name it is becribed to the within instrument and acknowledged to me that she executed the same in his/her capacity as President on behalf of [PCM 109 5 + 50], a [], and that by his/her signature on the instrument, the person(s) or the entity upon behalf of which the individual acted, executed the instrument. IN WITNESS WHEREOF, I have become to me, Danger Generally a Notary Public in and section of the individual acted to be the individual acted.
in this certificate first above written.
My Commission Expires: Jun 3 2021
Notary Public DANAYET GEBREMEDHIN Notary Public - California Los Angeles County Commission # 2200035 My Comm. Expires Jun 3, 2021
Thy Comm. Expires Jun 3, 2021
사람이 가장 사람이 되었다.

STATE OF New YORK)
COUNTY OF New YORK) SS
On November 14, 2017, before me, Bewell Little, a Notary Public in and for the aforecald jurisdiction, personally appeared, Joseph M2 Rache personally known to me or proven to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his/her capacity as MANG BIDE WENDER on behalf of SOUTH RIVERSID BUILDING LLC, a Telaware limited liability company, and that by his/her signature on the instrument, the person(3) or the entity upon behalf of which the individual acted, executed the instrument.
IN WITNESS WHEREOF, I have hereunto set my hand affixed my office seal the day and year in this certificate first above writter. My Commission Expires: 3/3/2018
Notary Public BENNETT KATZ BENNETT KATZ Notary Public, State of New York Notary Public, State of New York No. 02KA6001122 No. 02KA6001122 Qualified in New York County Qualified in New York County Commission Expires March 3, 2018

	E AND ATTACHED NOTARY PAGE	
STATE OF _		
) ss	
COUNTY OF	<u> </u>	
On	, 2017, before me,	a Notary Public in and
for the oferees	id invigdiation, personally appeared	
personally land	own to me or proven to me on the basis of	satisfactory evidence to be the individual
whose name of	s subscribed to the within instrument and a	cknowledged to me that s/he executed
the same in hi	Sher capacity as	that by his/her signature on the
instrument, the	e person(s) or the entity upon behalf of wh	ich the individual acted, executed the
instrument.	X	•
	<i>y</i>	CC 1 CC
	WHEREOF, I have hereunto set my hand ate first above withen.	attixed my office seal the day and year
in this certific	ate first above with ten.	
My Commissi	on Expires:	·
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Notary Public		
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1804013044 Page: 16 of 21

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STATE OF			
COUNTY OF	 		
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and for the aforesaid ju	urisdiction, personally appeare	d,	,
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signature on the instru executed the instrument	ment, the person(s) or the entit	estment Trust No. IC ly upon behalf of wh	o, and by his/her ich the individual acted,
	w IEREOF, I have hereunto s cate, first written above.	et my hand affixed n	ny office seal the day
	<u>O</u> .c.	ann vallada	
Notary Public	C		
My Commission Expir	res:		
STATE OF		10x	
COUNTY OF		2	
	2017, before me,		_, a Notary Public in
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SHBNPP Global Profe	essional Type Private Real Invented in the person(s) or the entit	estment Trust No. 11	, and by bis/her
executed the instrumer	nt.	y upon bonan or will	C
	WHEREOF, I have hereunto so	et my hand affixed n	ny office seal the day
and year in this certific	ate first written above.	1	to the
Notary Public			Ann Canada Miles
My Commission Expir	es:		

1804013044 Page: 17 of 21

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Exhibit A

Legal Description

Common Street Address: 300 S. Riverside Plaza, Chicago, Illinois

Parcel Identification Number(s): 17-16-121-003-6002

THE REAL PROPERTY IN THE CITY OF CHICAGO, COUNTY OF COOK, STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 7 (EXCEPT TVF WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST CF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 (EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT 2560/453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES AFOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE GROUND LEASE (AS HEREINAFTER DEFINED) AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND LIECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING, IN COOK COUNTY, ILLINOIS. "GROUND LEASE" MEANS AMENDED AND RESTATED LEASE DATED AS OF FEBRUARY 10, 2015, MADE BY AND BETWEEN LIONSHEAD 110 RIVERSIDE LLC AND LIONSHEAD 53 RIVERSIDE LLC, AS LESSOR, AND SOUTH RIVERSIDE BUILDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE, AS DISCLOSED BY MEMORANDUM OF LEASE RECORDED FEBRUARY 13, 2015 AS DOCUMENT 1504419068.

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ATTACHMENT TO SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Lender Notice Address(es):

SHBNPP Global Professional Investment Type Private Real Estate Trust No. 10 Shinhan BNP Paribas Asset Management Co., Ltd

18th fl., Shinhan Investment Tower, 70

Yeou-idaero, Yeoungdeungpo-gu

Seoul 07325, Korea

Attention: Ju Hyun Kim

I hone: +82-2-767-9052

Facsimile +82-2-761-5805

Email: jaryun.kim@shbnppam.com

KOOKMIN BANK in its capacity as trustee of SHBNPP Global Professional

Investment Type Private Real Estate Trust No. 10

4th fl., Sewoo Blcg, 115, Yeouigongwon-ro

Youngdeungpo-gu, Seo il 07241 Korea

Attention: Jean Moon

Phone: +82-2-2073-5188

Facsimile: +82-2-2181-1611

Email: aco.kbg@kbfg.com

SHBNPP Global Professional Investment Type Private Real Estate Trust No. 11

3/0/4/5

Shinhan BNP Paribas Asset Management Co., Ltd

18th fl., Shinhan Investment Tower, 70

Yeou-idaero, Yeoungdeungpo-gu

Seoul 07325, Korea

Attention: Ju Hyun Kim

Phone: +82-2-767-9052

Facsimile +82-2-761-5805

Email: juhyun.kim@shbnppam.com

KOOKMIN BANK in its capacity as trustee of SHBNPP Global Professional

Investment Type Private Real Estate Trust No. 11

4th fl., Sewoo Bldg, 115, Yeouigongwon-ro

Youngdeungpo-gu, Seoul 07241 Korea

Attention: Jean Moon

Phone: +82-2-2073-5188

Facsimile: +82-2-2181-1611

Email: aco.kbg@kbfg.com

with copies to:

Talmage LLC

430 Park Avenue, 8th fl.

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New York, NY 10022 Attention: Jin Kim Phone: (212) 209-1385 Facsimile: (212) 209-1378 Email: jk@talmagellc.com

Bridgerock Capital Advisors 1120 Avenue of the Americas, 4th fl.

New York, NY 10036 Attention: Jacob Kim Phone: (212) 626-2613 Fac simile: (646) 280-1018

Emiliacob.kim@bridgerockcap.com

1804013044 Page: 20 of 21

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법무법인 광 장 Lee & Ko

[별지 제43호 서식]

등부 2018년 제67호

Registered No. 2018 - 67

인 증

위 계약서 에

기재된

주식회사 국민은행 (SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.10 과 SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.11 의 신탁업자)

의 대리인 문 진 은 본 공중인의 면전에서 자기가 서명한 것임을 자인하였다.

2018년 1월 15일 이 사무소에서 위 인증한다.

공증인가 법무법인 광 장 소속 서울중앙지방검찰청 서울 중구 남대문로 63 한진빌딩 20층

공증답당변호사



Notarial Certificate

Jean Moon

attorney in fact of

KOOKMIN BANK, in its capacity as trustee of SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.10 and SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.11

appeared before me and admitted said his(her) subscription to the attached

Subordination, Non- Disturbance and Attornment Agreement

This is hereby attested on this 15th day of January, 2018 at this office

Authorized Attorney Notary Public:

Whlee

Wan Shik Lee

Lee & Ko

Belong to Seoul Central District Prosecutors' Office

20F, Hanjin Building, 63 Namdaemun-ro, Jung-gu, Seoul, Korea

This office has been authorized by the Minister of Justice, the Republic of Korea to act as Notary Public since March 6, 1985 under Law No. 3594

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(Convention de La Haye du 5 octobre 1961)

1. Country: Republic of Korea

This public document

2. has been signed by WAN SHIK LEE

3. acting in the capacity of Notary Public

4. bears the seal/stamp of LEE AND KO

Certified

5. at Seoul

6. 15/01/2018

7. by The Ministry of Justice

8. No. XXA2018S5NJ0AH

9. Seal / stamp

10. Signature

Yoon

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County Clert's Office

Yoon Suk In

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