After recording return to: Ana Lizza V. Acena Mayer Brown LLP

71 South Wacker Chicago, Illinois 60606 \*1894913945\*

Doc# 1804013045 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

1804013045 Page: 2 of 21

## UNOFFICIAL COPY

<sup>광증인가</sup> 법무법인 광장 LEE & KO

[별지 제41호서식]

**23** 2191-3100

Registered No. 2018 - 66

NOTARIAL CERTIFICATE



LEE & KO

20F, Hanjin Building, 563 Namdaemun-ro, Jung-gu, Scoul, Korea

1804013045 Page: 3 of 21

### **UNOFFICIAL COPY**



SUBCRANATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT SHBNEP Global Professional Investment Type Private Real Estate Investment Trust No. 10 and SHBNP? Global Professional Investment Type Private Real Estate Investment Trust No. 11 SHINEAN, BANK, ACTING THROUGH ITS NEW YORK BRANCH (Mortgagee)

- and -

ARTHUR J. GALLAGHUR RISK MANAGEMENT SERVICES, INC. (Tenant)

- and -

SOUTH RIV EP.SIDE BUILDING LLC (Landlord)

Dated:

October 17, 2017

Location:

300 South Riversido Plaza, 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.

1804013045 Page: 4 of 21

### UNOFFICIAL COPY

## 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 \_\_\_\_\_\_ day of October, 2017, by and among Shinhan Bank, acting through its New York Branch ("Mortgagee"), Arthur J. Gallagher Risk Managane at Services, Inc., an Illinois corporation ("Tenant"), and South Riverside Building LLC, a De'd ware limited liability company and its successors and assigns ("Landlord").

### WHEREAS:

- A. Landlord owns, 'eases or controls (or will be acquiring) the land ("Land") described in Exhibit A attached hereto 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 certair. Office Lease dated June 23, 2007, as amended by that certain First Amendment to Office Lease dated as of September 5, 2008, and as further amended by that certain Second Amendment to Office Lease dated as of May 12, 2017 (collectively, the "Lease"), between Tenant and Landlord or Landlord's predecessor in title, Tenant has leased a portion of the Building commonly known as Suite 1500, 300 South Riverside Plaza, Chicago, Illinois as more particularly described in the Lease (the "Jenised Premises").
- C. Landlord has executed, or will be executing, a mortgage or deed of trust in favor of Mortgagec (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 Mortgagec is 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 Fenant 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 or 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.

725388654.2 AMECURRENT 725582793 3 17-Oct-17 10:15

- Non-Disturbance. 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 a this Agreement provided, further, however, that Mortgagee and Tenant agree that the following provisions of the Lease (if any) shall not be binding on Mortgagee or Acquiring Party: any option to purchase or pay 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 inconsisten with the terms of the Mortgage.
- Attornment. 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, 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 remainder of the term of the Lease (including all extension periods that have been or are hereafter exercised) 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 limitation, 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) for 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 Section 3, 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 ("Successor Landlord"), 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:

- 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 Successor Landlord. Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord;
- 4.2 be liable for or subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord). Successor Landlord will not be held liable for any consequential damages for defaults of any prior Landlord;
- be liable for any payment of rent or additional rent that Tenant might have paid for more than one month in advance of the due date thereof or any deposit, rental security or any other sums deposited with any prior landlord (including Landlord), except to the extent such monies are actually received by Mortgagee or Acquiring Party, as applicable;
- be bound by any amendment, modification or termination of the Lease or by any waiver or forbearance on the part of any prior landlord (including Landlord), in either case to the extent the same is made or given without the prior written consent of Mortgagee;
- 4.5 be bound by any warranty, representation or indemnity of any nature whatsoever 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
- 4.6 be liable to Tenant for construction or restoration, or delays in construction or restoration, of the Building or the Demised Premises, or for the oring tions of any prior landlord (including Landlord) to reimburse Tenant for or indemnify Tenant egainst any costs, expenses or damages arising from such construction or any delay in Tenant's occupancy of the Demised Premises.
- 5. Rent. Upon receipt from Mortgagee of a written notice of any default by Landlord under the Mortgage, Tenant will pay to Mortgagee directly all rents, additional rents and other sums then or thereafter due under the Lease. In the event of the foregoing, I andlord hereby authorizes Tenant to pay to Mortgagee directly all rents, additional rents and other sums then or thereafter due under the Lease. Such an assignment of rent shall not relieve Landlord of e..., of its obligations under said Lease and shall not modify or diminish any rights granted to Tenant by said Lease or this Agreement. In addition, Landlord hereby indemnifies and holds Tenant harmless 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. Tenant shall have no obligation to verify the existence of any such default stated in the notice from Mortgagee under this paragraph.
- 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. Further Documents. 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, so long as Tenant's rights under the Lease are not limited or decreased and its obligations under the Lease are not increased thereby.
- 8. Moice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:
- 8.1 Tenan' shall use commercially reasonable efforts to provide a copy of each notice given to Landlord pursuant to the Lease simultaneously to Mortgagee; and
- 8.2 If Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall notify Mortgagee of said failure. Mortgagee shall have the right (but not the obligation) to remedy any Landlord default of cure the Lease, or to cause any default of Landlord under the Lease to be remedied, pursuant to the terms of the Lease. In no event shall Tenant terminate the Lease as a result of any breach of default of the Lease unless Tenant has provided Mortgagee notice and afforded the Mortgagee the opportunity to cure such breach or default as provided to Landlord under the Lease and a mortgage under Section 24 of the Lease; provided, however, the Mortgagee shall not be obligated to remedy or cure any default of Landlord under the Lease.
- 9. Miscellaneous.
- 9.1 Notices. All notices, demands, approvals an 1 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 mail, postage prepaid, addressed as follows:

Shinhan Bank
Shinhan Bank
G00 Third Avenue
17th Floor
New York, New York 10016

SHBNPP Global Profession of Investment Type Private Real
Estate Investment Trust No. 11
Estate Investment Trust No. 11
SEE AT LACHED LENDER NOTICE
ADDRESSES AT END OF DOCUMENT

with copies to:

Kalmage LLC 430 Park Avenue, 8<sup>th</sup> Floor New York, NY 10022 facsimile: (\$12)\_\_\_\_ Attention: Jin Kim

#### Landlord:

David Werner Real Estate Investments 780 3<sup>rd</sup> Avenue, 25<sup>th</sup> 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:

Shea m in & Sterling LLP 599 Lexington Avenue New York New York 10022 Attention: Ch 18 M. Smith, Esq.

Tenant: Arthur J. Gallagne. Risk Management Services, Inc.

39725 Treasury Center Chicago, IL 60694-9600

With a copy to:

Arthur J. Gallagher Risk Management Services, Inc. c/o Arthur J. Gallagher & Co. 2850 Golf Road
Rolling Meadows, IL 60008-4050
Attn: Corporate Real Estate

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 <u>No Oral Modifications</u>. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by all the parties hereto or their respective successors in interest.
- 9.4 <u>Governing Law.</u> 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 Person d'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 as to such Acquiring Party.
- 9.10 <u>Waiver of Jury Trial</u>. LANDLORD, TENANT AND MORTGAGEE HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR 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 masculine, feminine or neuter forms, and too singular form of nouns and pronouns shall include the plural and vice versa.

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

1804013045 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 ATTACHED SIGNATURE PAGE
	-SHINHAN BANK, ACTING THROUGH ITS
	NEW YORK BRANCH
	NEW TORK BRANCII
· O <sub>A</sub>	By:
70-	Name:
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- / · / · / · / · / · / · / · / · / · /	
	TENANT:
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ReK.	ARTHUR J. GALLAGHER RISK
	MANAGEMENT SERVICES, INC., an Illinois
	corporation
	Corporation
	Rv. // ). //
	Naise TRAOME S. ItAMER
	Title: W.L.
	Санатарство, и приновенного в дет ),
	LANDLORD:
	SOUTH RIVERSIDE BUILDING LLC,
	a Delaware limited liability company
	a Delaware initied hability company
	1.0
	D.,,
	By:
	Name:
	Title:

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

1804013045 Page: 11 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 ATTACHED SIGNATURE PAGE

SHNHAN BANK, ACTING THROUGH ITS NEW YORK BRANCH

By:
Name:

TENANT:

ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., an Illinois corporation

By: J - S. HANNER
Title: 11 f

LANDLORD:

SOUTH RIVERSIDE BULDING LLC, a Delaware limited liability company

Name: Joseph Mizrachi
Title: Managing Member
Authorized eigesture

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

O COR

1804013045 Page: 12 of 21

## **UNOFFICIAL COPY**

### MORTGAGEE/LENDER:

and

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

Ву:			
Title:	Manager		
Name:	Tran Hom	100	

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

Ву:	爻	
Name: _ Title: _	Jean Moon	
Title: _	Managa	<del></del>
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### **ACKNOWLEDGMENTS**

STATE OF			
COUNTY OF _ Coo	<u>K</u> ) ss		
aforesald jurisdiction known to the or provename is subscribed to in his/her capacity as Management Service instrument, the person instrument.	personally appeared on to me on the basis the within instrumer \(\frac{1}{2} \omega \o	of satisfactory evide of and acknowledged on behalf of poration, and that by n behalf of which the	, a Notary Public in and for the personally need to be the individual whose to me that s/he executed the same of Arthur J. Gallagher Risk his/her signature on the individual acted, executed the d my office seal the day and year
in this certificate first	above writ en.	o set my nand amxe	in my office sear the day and year
My Commission Exp	ires: 8 14	90	<del>.</del>
Notary Public	Notary Pub My Comn	RIE L. FLUIS CIAL SEAL iic, State of Ilinais nission Expires st 19, 2020	

STATE OF Now York
COUNTY OF Naw York
On November 4, 2017, before me, Michael Cham, a Notary Public in and for the africaid jurisdiction, personally appeared, Soseph Mizrachi, 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 s/he executed the same in his/her capacity as management on behalf of SOUTH RIVERSIDE BUILDING LLC, a Delaware limited liability company, 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; We, e hereunto set my hand affixed my office seal the day and year in this certificate first above written.
My Commission Expires: January 3, 2021
Notary Public  MICHAEL CHAN  Notary Public, State of New York  No. 01 CH6120938  Qualified in New York County  Commission Expires January 3, 2021
Commission Expires Sariably 2, 2021

1804013045 Page: 15 of 21

## UNOFFICIAL COPY

SEE SEPARATE AND ATTACHED NOTARY PAGE

STATE OF	)	
COUNTY OF	) ss )	
On	me on the basis of satisfact in instrument and acknowle on RK BRANCH, and that by upon behalf of which the i	ory evidence to be the individual edged to me that s/he executed behalf of SHINHAN BANK, his/her signature on the ndividual acted, executed the
My Commission Expires:		
Motary Public	<del>4</del>	
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1804013045 Page: 16 of 2

# UNOFFICIAL COPY

STATE OF	- Joseph Marie Company (1997) - 11 - 12 - 12 - 12 - 12 - 12 - 12 - 1	
COUNTY OF		
On	2017, before me,	, a Notary Public in
and for the aforesaid j	urisdiction, personally appeared,	,
personally known to r individual whose nam	ne or proven to me on the basis of satisfie is subscribed to the within instrument his/her capacity as	factory evidence, to be the and acknowledged to me that s/he
	ament, the person(s) or the entity upon b	
	WHEREOF, I have hereunto set my hat cate first written above.	nd affixed my office seal the day
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Notary Public		
My Commission Expi	ires:	
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	ment, the person(s) or the entity upon b	
	WHEREOF, I have hereunto set my han cate first written above.	nd affixed my office seal the day
•	·	
Notary Public		
My Commission Expi	res:	

1804013045 Page: 17 of 21

### **UNOFFICIAL COPY**

#### 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 THE 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 OF 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 25607/53 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES APOVE 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 COLUMNE, 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 MECHANICAL 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.

1804013045 Page: 18 of 21

## **UNOFFICIAL COPY**

## 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

1'hone: +82-2-767-9052

Fac attile +82-2-761-5805

Email: jv. vun kim@shbnppam.com

KOOKMIN PANK in its capacity as trustee of SHBNPP Global Professional

Investment Type Private Real Estate Trust No. 10

4th fl., Sewoo Bld 5, 115, Yeouigongwon-ro

Youngdeungpo-gu, Secul 07241 Korea

Attention: Jean Moon

Phone: +82-2-2073-5188

Facsimile: +82-2-2181-1614

Email: aco.kbg@kbfg.com

SHBNPP Global Professional Inves ment 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.

1804013045 Page: 19 of 21

Coot County Clart's Office

## **UNOFFICIAL COPY**

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, 4<sup>th</sup> fl. New York, NY 10036

Attention: Jacob Kim
Phone: (212) 626-2613
Facsimile: (646) 280-1018

Emilyacob.kim@bridgerockcap.com

1804013045 Page: 20 of 21

## **UNOFFICIAL COPY**

### 법무법인 광 장 Lee & Ko

[변지 제43호 서식]

등부 2018년 제66호

Registered No. 2018 - 66

인 증

인 중

위

이

기재된

주식회사 국민은행

(SHBNPP GLOBAL PROFFS CONAL INVESTMENT TYPE PRIVATE REAL ESTATIC 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

공증담당변호사

/ grace

### 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:

wshlee

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. XXA2018X52R7GJ

9. Seal/stamp

10. Signature

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County Clark's Office

Yoon Suk In