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



Doc# 1804013046 Fee \$132.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/09/2018 03:44 PM PG: 1 OF 26

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

Property of Cook County Clerk's Office

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CCRD REVIEW



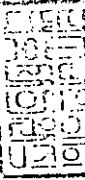
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공증인가
법무법인 광장
LEE & KO

[별지 제41호서식]

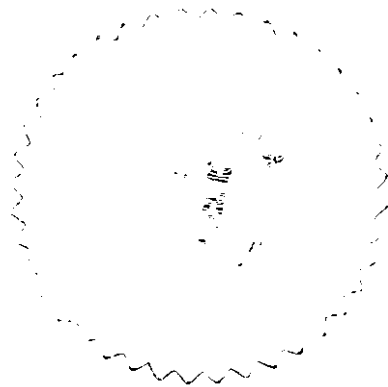
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Registered No. 2018 - 64



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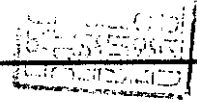
NOTARIAL CERTIFICATE



LEE & KO

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

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.11; AND SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.10

(Mortgagee)

- and -

ZURICH AMERICAN INSURANCE COMPANY, A NEW YORK CORPORATION

(Tenant)

- and -

SOUTH RIVERSIDE BUILDING LLC

(Landlord)

Dated: November 20, 2017

Location: 300 South Riverside 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.

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SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "Agreement") is made and entered into as of the 20th day of November, 2017, by and among SHBNPP Global Professional Investment Type Private Real Estate Investment Trust No.11; and SHBNPP Global Professional Investment Type Private Real Estate Investment Trust No.10, ("Mortgagee"), Zurich American Insurance Company, a New York 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 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 certain lease (the "Lease") dated July 2, 2013 between Tenant and Landlord or Landlord's predecessor in title, Tenant has leased the entirety of the 20th and 21st floors of the Building, consisting of 107,807 rentable square feet, as more particularly described in the Lease and Lease documents referenced in Schedule A attached hereto (the "Demised Premises").
- C. Landlord has executed, or will be executing, 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. Subordination. 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.

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2. **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 occupancy and quiet enjoyment or use of the Demised Premises under the Lease, 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 provisions of the Lease (if any) shall not be binding on Mortgagee or Acquiring Party: any option to purchase or any right of first refusal to purchase with respect to the Property.

3. **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 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). If the Lease is terminated for any 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). 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. **Limitation of Liability.** 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:

4.1 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; or

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4.2 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;

4.3 be liable for or subject to any offsets or defenses that Tenant might have against any prior landlord (including Landlord);

4.4 be liable to Tenant for construction or restoration, 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 occupancy of the Demised Premises, or

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.

5. Rent. Upon receipt from Mortgagee of a 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, Landlord 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 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.

6. No Amendment. 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.

8. Notice and Cure. Tenant agrees that if there occurs a default by Landlord under the Lease:

8.1 A copy of each notice given to Landlord pursuant to the Lease shall also be given simultaneously to Mortgagee, and no such notice shall be effective for any purpose under the Lease unless so given to Mortgagee; and

8.2 If Landlord shall fail to cure any default within the time prescribed by the Lease, Tenant shall give further 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 Lease to be remedied and shall be allowed such additional time as may be reasonably

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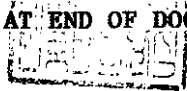
necessary to cure such default or institute and complete foreclosure proceedings (or otherwise acquire title to the Building), and so long as Mortgagee shall be proceeding diligently to cure the defaults that are reasonably susceptible of cure or proceeding diligently to foreclose the Mortgage, no such default shall operate or permit Tenant to terminate the Lease.

9. Miscellaneous.

9.1 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 mail, postage prepaid, addressed as follows:

Mortgagee: ** SHBNPP Global Professional Investment Type
* ~~Sinhan Bank~~ Private Real Estate Investment Trust No. 10 and
600 ~~Third Avenue~~ SHBNPP Global Professional Investment Type
~~17th Floor~~ Private Real Estate Investment Trust No. 11
~~New York, New York 10016~~
~~Attention: Chung Soon Shon, General Manager~~

SEE ATTACHED LENDER NOTICE
ADDRESSES AT END OF DOCUMENT



with copies to:

Talmage LLC
430 Park 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 Millennium 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.

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New York, New York 10022
Attention: Chris M. Smith, Esq.

Tenant:

Zurich Services US LLC
600 Red Brook Blvd., Suite 600
Owings Mills, MD 21117
Attn: Corporate Real Estate & Facilities Management

with copies to:

Zurich American Insurance Company
1299 Zurich Way
Schaumburg, Illinois 60196
Attn: Corporate Law, 4W

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 **Binding Effect.** 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 parties 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 **Counterparts.** 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 **Inapplicable Provisions.** 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 **Authority.** 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.

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9.8 Tenant's Personal Property. 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 Subsequent Transfer. 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 Waiver of Jury Trial. 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 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]

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

MORTGAGEE:

Kookmin Bank, acting as trustee of
SHBNPP Global Professional Investment Type
Private Real Estate Investment Trust No.11; and
Kookmin Bank, acting as trustee of
SHBNPP Global Professional Investment Type
Private Real Estate Investment Trust No.10

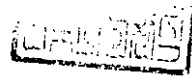
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By: 文
Name: Jean Moon
Title: Manager

TENANT:

ZURICH AMERICAN INSURANCE COMPANY,
A NEW YORK CORPORATION

By: Edward A. Lerner
Name: Edward A. Lerner
Title: Vice President



LANDLORD:

SOUTH RIVERSIDE BUILDING LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Edward Paulis
@zurichna.com
Digitally signed by Edward Paulis
Date: 2017.11.07 16:46:26 -0600

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

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

MORTGAGEE: SEE ATTACHED SIGNATURE PAGE

~~SHINHAN BANK, ACTING THROUGH ITS
NEW YORK BRANCH~~

By: _____
Name: _____
Title: _____

TENANT: _____

ZURICH AMERICAN INSURANCE COMPANY,
A NEW YORK CORPORATION

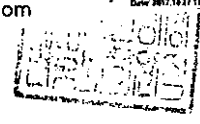
By: Bruce A. Lerner
Name: BRUCE A. LERNER
Title: VICE PRESIDENT

edward.pauli@zurichna.com
Digitally signed by Edward Pauli
DN: cn=Edward Pauli, o=Zurich American Insurance Company, email=edward.pauli@zurichna.com, c=US
Date: 2017.10.17 11:53:53 -0400

LANDLORD:

SOUTH RIVERSIDE BUILDING LLC,
a Delaware limited liability company

By: Joseph Mizfodli
Name: Joseph Mizfodli
Title: Managing Member
Authorized signature



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

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ACKNOWLEDGMENTS

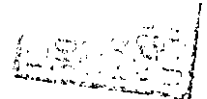
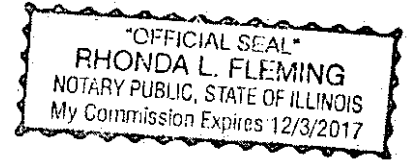
STATE OF Illinois)
) SS
COUNTY OF Cook)

On Nov. 9, 2017, before me, Rhonda Fleming, a Notary Public in and for the aforesaid jurisdiction, personally appeared, Bruce Lerner, 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 _____ on behalf of _____, 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 hereunto set my hand affixed my office seal the day and year in this certificate first above written.

My Commission Expires: 12/31/2017

Notary Public Rhonda L Fleming



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STATE OF New York)

COUNTY OF New York) SS

On November 14, 2017, before me, Michael Chan, a Notary Public in and for the aforesaid jurisdiction, personally appeared, Joseph Mizrahi, 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 managing member 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, I have 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. 01CH6120938
Qualified in New York County
Commission Expires January 3, 2021

Notary Public, New York County Clerk's Office

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STATE OF _____)

_____) ss
COUNTY OF _____)

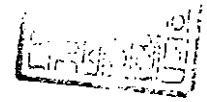
On _____, 2017, before me, _____, a Notary Public in and for the aforesaid jurisdiction, personally appeared, _____, personally known to me or proven to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her capacity as _____ on behalf of SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.11; AND SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE INVESTMENT TRUST NO.10, ACTING THROUGH ITS NEW YORK BRANCH, 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 hereunto set my hand affixed my office seal the day and year in this certificate first above written.

My Commission Expires: _____

Notary Public

Notary of Cook County Clerk's Office



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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 and 17-16-121-003-6001

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 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM), IN COOK COUNTY, ILLINOIS.

PARCEL2:

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 BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE 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.

PARCEL3:

Exhibit A

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EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE, IN COOK COUNTY, ILLINOIS.

PARCEL4:

A NON-EXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1 AND 2 AS CREATED BY DEED OF EASEMENT RECORDED JANUARY 31, 1990 AS DOCUMENT NO. 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT NO. 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NO. 107292 TO GATEWAY IV JOINT VENTURE AND OTHERS, FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

USActive 15876513.2

725388654.2
AMECURRENT 725586058,1 17-Oct-17 11:53

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, Yeongdeungpo-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. 10
 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@kbf.com

SHBNPP Global Professional Investment Type Private Real Estate Trust No. 11
 Shinhan BNP Paribas Asset Management Co., Ltd
 18th fl., Shinhan Investment Tower, 70
 Yeou-idaero, Yeongdeungpo-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@kbf.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
Facsimile: (646) 280-1018
Email: jacob.kim@bridgerockcap.com

Property of Cook County Clerk's Office

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법무법인 광장
LEE & KO

[별지 제43호 서식]

등부 2018년 제64호

Registered No. 2018 - 64

인 증

Notarial Certificate

위 계약서에

Jean Moon

기재된

attorney in fact of

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)

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

의 대리인 문진 은
본 공증인의 면전에서 자기가
서명한 것임을 자인하였다.

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

Subordination, Non-Disturbance and Attornment Agreement

2018년 1월 15일
이 사무소에서 위 인증한다.

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

공증인가
법무법인 광장
소속 서울중앙지방검찰청
서울 중구 남대문로 63
한진빌딩 20층

Authorized Attorney Notary Public:

WshLee
Wan Shik Lee

공증담당변호사

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

이 문진


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APOSTILLE

(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. XXA2018F15V2KO

9. Seal/ stamp

10. Signature

Yoon Suk In

Yoon Suk In



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