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



1804013049

Doc# 1804013049 Fee \$136.00

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 02/09/2018 03:45 PM PG: 1 OF 2:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

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LEE & KO

[별지 제41호서식]

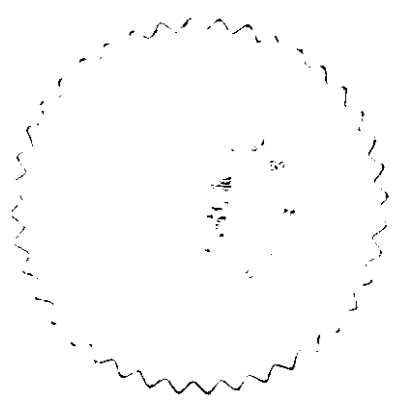
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Registered No. 2018 - 65



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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 ATTORNMEN 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

(Mortgagee)

- and -

ADTALEM GLOBAL EDUCATION INC.

(Tenant)

- and -

SOUTH RIVERSIDE BUILDING LLC

(Landlord)

Dated: _____, 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 ATTORNMENMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT (this "Agreement") is made and entered into as of the ___ day of _____, 2017, by and among 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 (jointly and severally, "Mortgagee"), ADTALEM GLOBAL EDUCATION INC., a Delaware corporation, f/k/a DeVRY EDUCATION GROUP INC., a Delaware corporation, f/k/a DeVRY INC., a Delaware corporation ("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 that certain Office Lease dated December 31, 2011, as amended by that First Amendment to Lease dated July 14, 2016 (the "Lease") 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 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. Subject to the terms of this Agreement, 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

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been executed, delivered and (in the case of the Mortgage) recorded prior to the execution and delivery of the Lease.

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 material 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 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, and so long as Tenant is not in default under any of the material terms, covenants and conditions of the Lease beyond any applicable notice and cure periods (i) the Acquiring Party shall recognize Tenant's rights under the Lease, Tenant shall attorn to and recognize the Acquiring Party as the new landlord under the Lease, which Lease shall continue in full force and effect as 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 and subject to the terms of this Agreement, 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

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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 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) (except that nothing in this Agreement shall relieve Acquiring Party from honoring any extensions of the commencement of rent or credits, offsets or abatements that have theretofore occurred or accrued, as the case may be, in compliance with the terms of the Lease, even though the same resulted from the conduct of a prior landlord, including Landlord);

4.3 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 (i) such monies are actually received by Mortgagee or Acquiring Party, as applicable, or (ii) such prepayment shall have been expressly approved in writing by Acquiring Party;

4.4 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 (except that the consent of Mortgagee shall not be required for an amendment, termination or modification which confirms the exercise of a specific right or option pursuant to the terms of the Lease, such as a renewal right that conforms to the express terms of the Lease so long as Mortgagee or the Acquiring Party is in receipt of a copy thereof);

4.5 be bound by any warranty or representation of any nature whatsoever made by any prior landlord (including Landlord) under the Lease including any warranties or representations 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;

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 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, provided, however, that this Section 4.6 shall in no way modify, limit or impair any obligation of Acquiring Party to perform maintenance and repair obligations to existing improvements with respect to events or conditions arising from and after foreclosure of the Mortgage or conveyance in lieu of foreclosure, and provided further, that if Acquiring Party fails to perform any such maintenance and repair obligations, then Tenant shall have all rights and remedies available to it in the Lease, at law, and in equity.

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

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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 and Landlord hereby releases and discharges Tenant from any liability to Landlord on account of any such payments. 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 (except that the consent of Mortgagee shall not be required for an amendment or modification which confirms the exercise of a specific option pursuant to the terms of the Lease, such as a renewal option that conforms to the express terms of the Lease so long as Mortgagee is provided a copy thereof).

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, 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, within forty five (45) days following the expiration of the Landlord's cure period under the Lease, and Mortgagee shall be allowed such additional time as may be reasonably necessary to cure such default, not to exceed an additional forty five (45) days, unless Mortgagee institutes foreclosure proceedings (or otherwise acquires 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, provided that Mortgagee commences such cure or institutes foreclosure in the initial forty five (45) day period.

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:

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Mortgagee:

SEE ATTACHED EXHIBIT B

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 Mizrahi and Adam Mizrahi**

with a copy to:

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



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Tenant:

Adtalem Global Education Inc.
3005 Highland Parkway
Downers Grove, Illinois 60515-5799
Attn: Real Estate Department

with a copy To:

Adtalem Global Education Inc.
3005 Highland Parkway
Downers Grove, Illinois 60515-5799
Attn: Legal Department

With Additional Copy To:

Adtalem Global Education Inc.
c/o Newark Grubb Knight Frank
14651 N. Dallas Parkway, Suite 910
Dallas, Texas 75254
Attn: Lease Administration

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. Notwithstanding anything to the contrary, Tenant shall not be bound by or deemed to be in default under the terms and conditions of this Agreement until Tenant has received a fully executed copy of this Agreement properly executed by all the parties hereto.

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.

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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.

~~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.

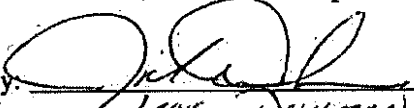
[Remainder of page intentionally left blank; signature page(s) to follow]

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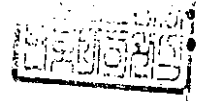
IN WITNESS WHEREOF, Tenant has duly executed this Agreement as of the date first above written.

TENANT:

ADTALEM GLOBAL EDUCATION INC., a Delaware corporation, f/k/a DeVRY EDUCATION GROUP INC., a Delaware corporation, f/k/a DeVRY INC., a Delaware corporation

By: 
Name: JACK DRUSMAN
Title: SR Director of R&E

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



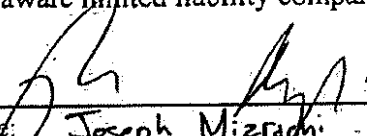
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IN WITNESS WHEREOF, Landlord has duly executed this Agreement as of the date first above written.

LANDLORD:

SOUTH RIVERSIDE BUILDING LLC,
a Delaware limited liability company

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

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

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IN WITNESS WHEREOF, Mortgagee has duly executed this Agreement as of the date first above written.

MORTGAGEE:

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

By: X
Name: Jean Moon
Title: Manager

And

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

By: X
Name: Jean Moon
Title: Manager

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

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ACKNOWLEDGMENTS

STATE OF Illinois)
) ss
COUNTY OF DuPage)

On November 14, 2017, before me, Amy Foxhall, a Notary Public in and for the aforesaid jurisdiction, personally appeared, Jack Dishman, 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 Sr. Dir. Real Estate on behalf of ADTALEM GLOBAL EDUCATION INC., a Delaware corporation, f/k/a DeVRY EDUCATION GROUP INC., a Delaware corporation, f/k/a DeVRY INC., a Delaware corporation, 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: 9-27-2021

Notary Public



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STATE OF New York)

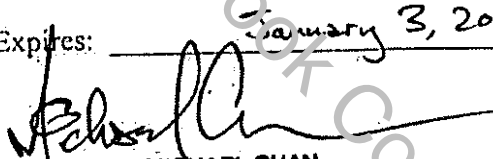
COUNTY OF New York) ss

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 KOOKMIN BANK IN ITS CAPACITY AS TRUSTEE OF SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE TRUST NO. 10, 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

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 KOOKMIN BANK IN ITS CAPACITY AS TRUSTEE OF SHBNPP GLOBAL PROFESSIONAL INVESTMENT TYPE PRIVATE REAL ESTATE TRUST NO. 11, 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

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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 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.

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 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.

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Exhibit B

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@kbg.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@kbg.com

with copies to:

Exhibit B

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Talmage LLC
430 Park Avenue, 8th fl.
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

Exhibit B

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법무법인 광장
LEE & KO

[별지 제43호 서식]

등부 2018년 제65호

Registered No. 2018 - 65

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 문진은
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:

Wsh Lee
Wan Shik Lee

공증담당변호사

이광 

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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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. XXA2018V4X1426

9. Seal/ stamp

10. Signature

Yoon Suk In

Yoon Suk In



Property of Seok County Clerk's Office

2018. 1. 15

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