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After Recording, Return to:
Schulte Roth & Zabel LLP 919
Third Avenue
New York, New York 10022
Attention: Julian M. Wise, Esq.

Prepared By:
Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111
Attention: Stephen I. Berkman, Esq.

SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (this "**Agreement**") is made as of April 12, 2022, by and among **HUSKY FINCO, LLC**, a Delaware limited liability company (together with its successors and/or assigns, "**Lender**"), **TST 525 WEST MONROE, L.L.C.**, a Delaware limited liability company ("**Landlord**"), and **LINKEDIN CORPORATION**, a Delaware corporation ("**Tenant**").

Statement of Background

A. Lender has agreed to make a loan (the "**Loan**") to Landlord which is evidenced by a promissory note (as the same may have been or may hereafter be amended, restated, replaced, extended, increased, split, severed, supplemented or modified from time to time, the "**Note**") made by Landlord to order of Lender and secured by, among other things, a Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing (as the same may have been or may hereafter be amended, restated, replaced, extended, increased, split, severed, supplemented or modified from time to time, the "**Security Instrument**") made by Landlord for the benefit of Lender covering the land (the "**Land**") described on Exhibit A attached hereto and all improvements (the "**Improvements**") now or hereafter located on the Land (the Land and the Improvements hereinafter collectively referred to as the "**Property**").

B. Landlord, as landlord, and Tenant, as tenant, have entered into that certain Amended and Restated Office Lease Agreement (the "**Original Lease**") dated December 8, 2015, as amended by (i) that certain First Amendment to Amended and Restated Office Lease Agreement (the "**First Amendment**") dated August 1, 2016, (ii) that certain Second Amendment to Amended and Restated Office Lease Agreement (Expansion and Extension) (the "**Second Amendment**") dated August 13, 2018, (iii) that certain Third Amendment to Amended and Restated Office Lease Agreement (Expansion) (the "**Third Amendment**") dated January 30, 2019, (iv) that certain Fourth Amendment to Amended and Restated Office Lease Agreement (Expansion) (the "**Fourth Amendment**") dated January 14, 2020, and (v) that certain Fifth Amendment to Amended and Restated Office Lease Agreement (Expansion) (the "**Fifth Amendment**") dated February 1, 2022 (the Original Lease, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment are collectively referred to herein as the "**Lease**" as such Lease may be further amended from time to time) which leased to Tenant the entire second (2nd) floor,

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the entire third (3rd) floor, the entire fourth (4th) floor, the entire fifth (5th) floor, the entire sixth (6th) floor, a portion of the ground floor and a portion of the twenty-fifth (25th) floor (collectively, the “**Premises**”) located in the Improvements on the Property.

C. The parties hereto desire to make the Lease subject and subordinate to the Security Instrument in accordance with the terms and provisions of this Agreement.

Statement of Agreement

For and in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Lender, Tenant and Landlord do hereby covenant and agree that the Lease with all rights, options (including options to acquire or lease all or any part of the Premises), liens and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Security Instrument and to any renewals, modifications, consolidations, replacements and extensions thereof and to all advancements made thereunder.

2. Lender does hereby agree with Tenant that, in the event Lender (or its nominee or designee) becomes the owner of the Premises by foreclosure or conveyance in lieu of foreclosure (the “**Foreclosure Event**” and the date upon which such Foreclosure Event occurs, the “**Date of Attornment**”; and the person or entity so obtaining ownership of the Property (whether Lender, its nominee or designee), together with the successors and assigns of such successor owner, “**Successor Landlord**”), so long as Tenant shall not be in monetary or material non-monetary default under any of the terms, covenants or conditions of the Lease or of this Agreement on Tenant’s part to be observed or performed beyond the expiration of any applicable notice or grace periods that would entitle Landlord to terminate the Lease pursuant to the terms thereof, (a) the Lease shall continue in full force and effect as a direct Lease between such Successor Landlord and Tenant, upon and subject to all of the terms, covenants and conditions of the Lease, for the balance of the term of the Lease, and such Successor Landlord will not disturb the possession of Tenant, and (b) the Premises shall be subject to the Lease and such Successor Landlord shall recognize Tenant as the tenant of the Premises for the remainder of the term of the Lease in accordance with the provisions thereof; provided, however, Lender will not name Tenant as a party to any judicial or non-judicial foreclosure or other proceeding to enforce the Security Instrument unless required under applicable law in order for Lender to avail itself of and complete the foreclosure.

3. If a Foreclosure Event occurs, then Tenant shall attorn to and recognize such Successor Landlord as the landlord under the Lease for the remainder of the term thereof. Each of Tenant and Successor Landlord further covenants and agrees to execute and deliver upon request of either an appropriate agreement of attornment.

4. As of the date hereof, Tenant does not have any right or option to purchase any portion of or interest in the Property.

5. If, notwithstanding the foregoing, the Lease is terminated as a result of a Foreclosure Event, a lease between Successor Landlord and Tenant will be deemed created, with

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no further instrument required, on the same terms as the Lease except that the term of the replacement lease will be the then-unexpired term of the Lease. Successor Landlord and Tenant will execute a replacement lease at the request of either party.

6. If a Foreclosure Event occurs, Successor Landlord shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord) occurring before the Date of Attornment except (i) for repair and maintenance obligations of a continuing nature imposed on the landlord under the Lease or (ii) to the extent such act or omission continues beyond the Date of Attornment and Tenant gives notice of such act or omission;

(b) subject to any defense or offsets which Tenant may have against any prior Landlord (including, without limitation, the then defaulting Landlord) that arose prior to the Date of Attornment except as expressly set forth in Sections 3, 6, 8, 15, and 18 of the Original Lease, Exhibits B, C, and F of the Original Lease, Sections 2, 7, 8, 9, 12 (as the same has been amended by the Third Amendment, the Fourth Amendment and Fifth Amendment) and 16 (as the same has been amended by the Third Amendment, the Fourth Amendment and Fifth Amendment) of the Second Amendment, Sections 5 and 6 of the Third Amendment, Exhibit B of the Third Amendment, Sections 2(a)(4), 2(a)(5)B, and 2(b)(4) of the Fourth Amendment, Exhibit B of the Fourth Amendment, Section 2 of the Fifth Amendment, and Exhibit B of the Fifth Amendment;

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord) unless such rent or additional rent has been received by Lender or such Successor Landlord;

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the Date of Attornment, except for any payments expressly set forth in the Second Amendment, Fourth Amendment and/or the Fifth Amendment;

(e) accountable for any monies deposited with any prior Landlord (including security deposits), except to the extent such monies are actually received by Lender or such Successor Landlord (as applicable); or

(f) bound by any amendment or modification of the Lease made without the consent of Lender or such Successor Landlord, or bound by any surrender or termination of the Lease made without the consent of Lender or such Successor Landlord, unless the surrender or termination (i) occurred during the last 6 months of the term, (ii) was made with Lender's or Successor Landlord's prior consent, or (iii) includes any express rights of Tenant pursuant to the express terms of Sections 3, 15, 16, Exhibit F of the Original Lease, Sections 8, 12 and 16 (as the same has been amended by the Third Amendment, the Fourth Amendment and the Fifth Amendment) of the Second Amendment, Section 6 of the Third Amendment, Section 2 of the Fourth Amendment and/or Section 2 of the Fifth Amendment. Notwithstanding the foregoing or anything to the contrary contained in the Lease or this Agreement, Tenant may exercise its express rights under the Second Amendment, the Third Amendment, the Fourth Amendment, the

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Fifth Amendment and/or Exhibit F of the Original Lease regarding Tenant's expansion or extension options, without Lender's prior written consent; or

(g) bound by any obligation to give any improvement allowance to Tenant provided for in the Lease, except that Successor Landlord will be bound to pay tenant improvement allowance funds remaining from Landlord in connection with the Second Amendment and the Fifth Amendment.

7. Tenant acknowledges that Landlord will execute and deliver to Lender an Assignment of Leases and Rents (the "**Assignment of Leases**"), which assigns the Lease and the rent and all other sums due thereunder to Lender as security for the Loan, and Tenant hereby expressly consents to such assignment. Tenant further agrees that upon receipt of a written notice from Lender of a default by Landlord under the Loan, Tenant will thereafter, if requested by Lender, pay rent to Lender in accordance with the terms of the Lease until such time as Lender delivers notice to Tenant extinguishing the obligation to pay rent to Lender. Tenant shall be entitled to rely on any such notice, and Tenant shall be entitled to full credit under the Lease for any amounts paid pursuant to such notice to the same extent as though paid to Landlord. Landlord consents to the foregoing and shall have no claim against Tenant for any amounts paid to Lender pursuant to any such notice.

8. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have thirty (30) days following the giving of such notice of default and the expiration of Landlord's notice and cure periods set forth in the Lease during which period Lender shall have the right, but not the obligation, to remedy such default and thereafter diligently proceed to so remedy such default. If Lender elects to remedy such default, Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease shall exist or shall be deemed to exist as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence. The cure periods for the benefit of Lender set forth in this Section 8 shall not apply to Tenant's exercise of its self-help rights described in Section 8.04 of the Original Lease. Lender shall have the right, without Tenant's consent, to foreclose the Security Instrument or to accept a deed in lieu of foreclosure or to exercise any other remedies under the Security Instrument.

9. From and after the Date of Attornment, Successor Landlord shall not have any obligation, nor incur any liability, beyond Successor Landlord's then interest in the Property and the sales, rental, insurance and condemnation proceeds therefrom, and Tenant shall look exclusively to such interest of such Successor Landlord for the payment and discharge of any obligations or liability imposed upon such Successor Landlord hereunder, under the Lease or under any new lease of the Premises.

10. Tenant acknowledges, without limitation, that the subordinations provided hereby include a full and complete subordination by Tenant of any options it may have to purchase

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all or any portion of the Property, including rights of first refusal or similar rights to purchase, whether such rights are provided in the Lease or elsewhere. Tenant hereby further agrees that any such option to purchase or right of first refusal to purchase shall be expressly inapplicable to any foreclosure of the Security Instrument or acquisition of the Property or any interest therein by a Successor Landlord by conveyance in lieu thereof or similar transaction.

11. If any portion or portions of this Agreement shall be held invalid or inoperative, then all of the remaining portions shall remain in full force and effect, and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion or portions held to be invalid or inoperative.

12. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

13. Lender shall not, either by virtue of the Security Instrument, the Assignment of Leases or this Agreement, be or become a mortgagee in possession or be or become subject to any liability or obligation under the Lease until Lender shall have acquired the interest of Landlord in the Premises, by Foreclosure Event or otherwise, and then such liability or obligation under the Lease shall extend only to those liabilities or obligations as modified by the terms of this Agreement.

14. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given if (a) mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; (b) by delivering same in person to the intended addressee; or (c) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, in each case to the addresses set forth below, including, in the case of any notices to Tenant, with a copy of any notices via email at Tenant's email address set forth below. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated address of the intended addressee. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that every party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other parties in the manner set forth herein.

If to Lender:

Husky Finco, LLC
c/o Blackstone Mortgage Trust, Inc.
345 Park Avenue
New York, New York 10154

If to Landlord:

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TST 525 West Monroe, L.L.C.
c/o Tishman Speyer
525 West Monroe Street
Chicago, Illinois 60661
Attention: Property Manager

with copies to:

TST 525 West Monroe, L.L.C.
c/o Tishman Speyer
525 West Monroe Street, Suite 1002
Chicago, Illinois 60661
Attention: Leasing Director

and:

TST 525 West Monroe, L.L.C.
c/o Tishman Speyer
45 Rockefeller Plaza
New York, New York 10020
Attention: Chief Financial Officer

and:

TST 525 West Monroe, L.L.C.
c/o Tishman Speyer
45 Rockefeller Plaza
New York, New York 10020
Attention: Chief Legal Officer

If to Tenant:

LinkedIn Corporation
1000 West Maude Avenue
Sunnyvale, California 94043
Attention: Legal Department

With a copy by email to:

leaseadmin@linkedin.com

With a copy to:

Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, California 94111

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Attention: Stephen I. Berkman, Esq.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors in title and assigns. When used herein, the term "Landlord" refers to Landlord and to any successor to the interest of Landlord under the Lease (but excluding Lender and any Successor Landlord), and the term "Lender" refers to Lender and to any successor in interest of Lender under the Security Instrument.

16. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

17. No party under this Agreement shall be in default under this Agreement, unless such party's failure to perform or observe any term, covenant, agreement or condition to be performed or kept under this Agreement is not cured within thirty (30) days' written notice of such failure (provided, however, if such failure cannot be cured within such thirty (30) day period, so long as such party commenced the curing of such failure within such thirty (30) day period, and diligently prosecutes said cure to completion, such party shall not be in default).

18. Landlord hereby consents to the recordation of this Agreement in the official records of the County of Cook, State of Illinois, which recordation shall be effected by Landlord immediately following recordation of the Security Instrument.

19. Notwithstanding anything to the contrary contained in the Lease, including, without limitation, Section 22.01 of the Original Lease, each of Tenant and Lender acknowledges and agrees that (i) this Agreement satisfies the requirement for Tenant to execute a commercially reasonable subordination agreement, and (ii) this Agreement, and not the terms of attornment set forth in Section 22.01 of the Original Lease (including the fifth (5th) sentence of Section 22.01 of the Original Lease), shall govern and control any attornment.


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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal to be effective as of the date set forth in the first paragraph hereof.


LENDER:

HUSKY FINCO, LLC,
a Delaware limited liability company

By: 
Name: Austin Pena
Title: Authorized Signatory

STATE OF NEW YORK)
 SS
COUNTY OF New York)

This instrument was acknowledged before me on September 28, 2021 (date) by Austin Pena (name/s of person/s) as Authorized Signatory (type of authority, e.g., officer, trustee, etc.) of HUSKY FINCO, LLC (name of party on behalf of whom this instrument was executed).


Notary Public


Printed Name: Caroline Hanson


My Commission Expires:
2/1/2025

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TENANT:

LINKEDIN CORPORATION,
a Delaware corporation

By: 
 Name: Brett Hautop
 Title: VP Workplace

Linked 
 160910.01 legal
 12 APR 2012

Property of Clark County Clerk's Office

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____ (here insert name and title of officer), personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California, that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature _____

(Seal)

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A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

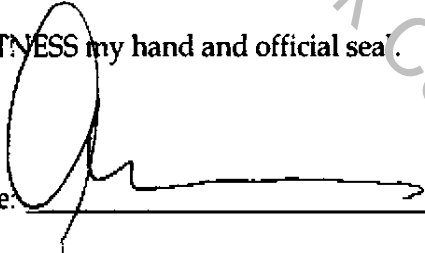
STATE OF CALIFORNIA)
) ss.
COUNTY OF SANTA CLARA)

On April 12, 2022, before me, Susan Danielle Chow,

Notary Public, personally appeared, Brett Hautop, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:  (Seal)



PROVIDENT COUNTY CLERK'S OFFICE

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Exhibit A

PROPERTY LEGAL DESCRIPTION

Real property in the City of Chicago, County of Cook, State of Illinois, described as follows:

LOTS 2 AND 3 (EXCEPT FROM SAID LOT 3 PART USED AS ALLEY) IN BLOCK 50 IN THE SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO,

LOTS 1 TO 9 IN J. D. P. OGDEN'S SUBDIVISION OF LOT 4 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO,

LOTS 1 TO 5 IN M. MCNEILL'S SUBDIVISION OF LOT 1 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; ALSO

THE VACATED 9-1/2 FOOT ALLEY WEST OF AND ADJOINING LOTS 1 TO 9 IN J. D. P. OGDEN'S SUBDIVISION AFORESAID AND EAST OF AND ADJOINING LOT 3 IN BLOCK 50 IN SCHOOL SECTION ADDITION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

NOTE: SAID LAND DESCRIBED ABOVE MAY ALSO BE DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN M. MCNEILL'S SUBDIVISION OF LOT 1 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO; THENCE PROCEEDING IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF LOTS 1 TO 5 IN M. MCNEILL'S SUBDIVISION AFORESAID TO THE SOUTHWEST CORNER OF LOT 5 IN MCNEILL'S SUBDIVISION AFORESAID, THENCE PROCEEDING IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF SAID LOT 5 TO THE SOUTHEAST CORNER OF LOT 5 IN M. MCNEILL'S SUBDIVISION AFORESAID, BEING ALSO A POINT ON THE WEST LINE OF LOT 2 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO; THENCE PROCEEDING IN A SOUTHERLY DIRECTION ALONG THE WEST LINE OF SAID LOT 2 TO THE SOUTHWEST CORNER OF SAID LOT; THENCE PROCEEDING IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF LOTS 2 AND 3 TO THE SOUTHEAST CORNER OF LOT 3 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO; THENCE CONTINUING IN AN EASTERLY DIRECTION ALONG THE SOUTH LINE OF THE VACATED ALLEY LYING EAST OF AND ADJOINING LOT 3 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO AND THE SOUTH LINE OF LOT 9 IN J. D. P. OGDEN'S SUBDIVISION OF LOT 4 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO TO THE

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SOUTHEAST CORNER OF SAID LOT 9; THENCE PROCEEDING IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF LOTS 1 TO 9 IN J. D. P. OGDEN'S SUBDIVISION AFORESAID TO THE NORTHEAST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE PROCEEDING IN THE WESTERLY DIRECTION ALONG THE NORTH LINE OF LOT 1 IN J. D. P. OGDEN'S SUBDIVISION AFORESAID AND THE NORTH LINE OF THE VACATED ALLEY, LYING WEST OF AND ADJOINING LOTS 1 TO 9 IN J. D. P. OGDEN'S SUBDIVISION AFORESAID TO THE NORTHEAST CORNER OF LOT 3 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO; THENCE CONTINUING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF LOTS 2 AND 3 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO AND THE NORTH LINE OF LOT 1 IN M. MCNEILL'S SUBDIVISION OF LOT 1 IN BLOCK 50 IN SCHOOL SECTION ADDITION TO CHICAGO TO THE NORTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION, ALL IN COOK COUNTY, ILLINOIS.

Property Address: 525 W. Monroe Street, Chicago, Illinois 60661

PINs: 17-16-108-030-0000 and 17-16-108-031-0000