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**BW BOWLING PROPERTIES LP**  
(Landlord)

- and -

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**  
(Lender)

- and -

**LEISERV, LLC, and**  
**BRUNSWICK CENTRES, INC.**  
(Tenant)

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**SUBORDINATION, NON-DISTURBANCE  
AND ATTORNMENT AGREEMENT**

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Dated: June 23, 2015

PREPARED BY AND UPON  
RECORDATION RETURN TO:

Hunton & Williams LLP  
200 Park Avenue  
New York, New York 10166  
Attention: Donald Simone, Esq.

File No.: 64226.000582

## **SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "Agreement") is made as of the 23 day of June, 2015 by and among **BW BOWLING PROPERTIES LP**, a Delaware limited partnership, having an address at c/o iStar Financial Inc., 1114 Avenue of the Americas, 39<sup>th</sup> Floor, New York, New York 10036 ("Landlord"), **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a banking association chartered under the laws of the United States of America, and its successors and assigns having an address at 383 Madison Avenue, New York, New York 10179 ("Lender") and **LEISERV, LLC**, a Delaware limited liability company, and **BRUNSWICK CENTRES, INC.**, an Ontario corporation, each having an address at c/o AMF Bowling, Inc., 8100 AMF Drive, Mechanicsville, Virginia 23111 (jointly and severally, "Tenant").

### **RECITALS:**

A. Lender is the present owner and holder of those certain mortgages and deeds of trust (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, collectively, the "Security Instrument") each dated June 23, 2015, given by Landlord, BW Bowling Properties Canada Inc. and BW Bowling Properties LLC (collectively, "Borrower") to Lender which, in part, encumbers the fee estate of Landlord in certain premises known described in Exhibit A attached hereto (the "Property") and which secures the payment of certain indebtedness owed by Borrower to Lender evidenced by a certain promissory note dated June 23, 2015, given by Borrower to Lender (the note together with all extensions, renewals, modifications, substitutions and amendments thereof shall collectively be referred to as the "Note") and given pursuant to the terms and conditions of that certain Loan Agreement dated June 23, 2015 (together with any and all extensions, renewals, substitutions, replacements, amendments, modifications and/or restatements thereof, the "Loan Agreement") between Borrower and Lender. The Security Agreement, the Note, the Loan Agreement and all other documents securing the loan evidenced thereby are hereinafter collectively referred to as the "Loan Documents";

B. Tenant is the holder of a leasehold estate in a portion of the Property under and pursuant to the provisions of that certain Lease Agreement between Borrower and Tenant dated September 18, 2014 (such lease, as modified and amended as set forth herein and as may be modified and amended from time to time being hereinafter referred to as the "Lease");

C. Tenant acknowledges that Landlord may transfer its interests under the Lease to a wholly owned subsidiary or affiliate of Lender ("Successor Landlord") and, as such, the term "Landlord" as used herein shall refer to Landlord prior to the date of said transfer and to the Successor Landlord from and after the date of said transfer of Landlord's interest in the Lease to any such Successor Landlord; and

D. Tenant has agreed to subordinate the Lease to the Security Instrument and to the lien thereof and Lender has agreed to grant non-disturbance to Tenant under the Lease on the terms and conditions hereinafter set forth.

### **AGREEMENT:**



For good and valuable consideration, Landlord, Tenant and Lender agree as follows:

1. SUBORDINATION. Subject to and conditioned upon Tenant's rights of non-disturbance as herein set forth, The Lease and all of the terms, covenants and provisions thereof and all rights, remedies and options, including purchase options, if any, of Tenant thereunder are and shall at all times continue to be subject and subordinate in all respects to the terms, covenants and provisions of the Loan Documents and to the lien of the Security Instrument, including without limitation, all renewals, increases, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder with the same force and effect as if the Loan Documents had been executed, delivered and recorded prior to the execution and delivery of the Lease.

2. NON-DISTURBANCE. If any action or proceeding is commenced by Lender for the foreclosure of the Security Instrument or the sale of the Property, Tenant shall not be named as a party therein unless such joinder shall be required by law, provided, however, Lender will not seek affirmative relief against Tenant and such joinder shall not result in the termination of the Lease or disturb Tenant's possession, enjoyment or use of the premises demised thereunder and the sale of the Property in any such action or proceeding and the exercise by Lender of any of its other rights under the Note or the Security Instrument. Lender agrees that it will not disturb Tenant's use, possession, and enjoyment of the Premises under the Lease upon any termination, repossession, any judicial or non-judicial foreclosure, or otherwise, or the exercise of any other remedy pursuant to the Loan Documents and any such actions shall be made subject to all rights of Tenant under the Lease except as set forth in Section 3 below and the Lease shall continue in full force and effect and none of Tenant's rights and benefits under the Lease will be adversely affected; provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights, (a) the Lease shall be in full force and effect as against Tenant, (b) no Event of Default shall have occurred and be continuing under the Lease, and (c) Tenant shall not be in default under the terms, covenants or conditions of this Agreement. Upon Lender's entry on the Property for the purpose of any actions set forth in this section, Lender shall be liable to perform all the obligations of Landlord (except for those set forth in Section 3 of this Agreement).

3. ATTORNMENT. If Lender or any other subsequent purchaser of the Property shall become the owner of the Property by reason of the foreclosure of the Security Instrument or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the Security Instrument (Lender or such other purchaser being hereinafter referred as "Purchaser"), and the conditions set forth in Section 2 above have been met at the time Purchaser becomes owner of the Property, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Purchaser and Tenant upon all of the terms, covenants and conditions set forth in the Lease but subject to the provisions of this Agreement. In the event that Purchaser becomes the owner of the Property, Tenant agrees to attorn to Purchaser provided that Purchaser recognizes all of Tenant's rights and privileges under the Lease and Purchaser by virtue of such acquisition of the Property shall be deemed to have agreed to accept such attornment and shall be bound under all of the terms, covenants and conditions of the Lease, provided, however, that Purchaser shall not be (i) liable for the failure of any prior landlord (any such prior landlord, including Landlord, being hereinafter referred to as a "Prior Landlord") to perform any obligations of Prior Landlord under



the Lease which have accrued prior to the date on which Purchaser shall become the owner of the Property (other than to cure defaults of a continuing nature of which Lender receives notice), (ii) subject to any offsets, defenses, abatement or counterclaims which shall have accrued in favor of Tenant against any Prior Landlord prior to the date upon which Purchaser shall become the owner of the Property (except that Purchaser shall be bound by such offsets, defenses, abatement or counterclaims that arise from a default of Prior Landlord which continue after the time Purchaser acquires title to the Property of which Lender received notice and an opportunity to cure pursuant to the terms hereof), (iii) liable for the return of rental security deposits, if any, paid by Tenant to any Prior Landlord in accordance with the Lease unless such sums or instrument are actually received by Purchaser or a credit is given to Purchaser therefor, (iv) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one (1) month in advance to any Prior Landlord unless (i) such sums are actually received by Purchaser or (ii) such prepayment shall have been expressly approved of by Purchaser in writing or (v) bound by any agreement terminating or amending or modifying the rent, term, commencement date or other material term of the Lease, or any voluntary surrender of the premises demised under the Lease, made without Lender's, or after the acquisition of the Property, Purchaser's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing and except as set forth in Section 4 hereof, Tenant shall be under no obligation to pay any rents to Purchaser until Tenant receives written notice from Prior Landlord or Lender that Purchaser has succeeded to the interest of the Prior Landlord under the Lease.

4. NOTICE TO TENANT. After notice is given to Tenant by Lender that Landlord is in default under the Loan Documents and that the rentals under the Lease should be paid to Lender pursuant to the terms of the assignment of leases and rents executed and delivered by Landlord to Lender in connection therewith, Tenant shall thereafter pay to Lender or as directed by the Lender, all rentals and all other monies due or to become due to Landlord under the Lease, any payments so made by Tenant to Lender shall be deemed to be payments made by Tenant to Landlord under the Lease as satisfaction of Tenant's obligations under the Lease and Landlord hereby expressly authorizes Tenant to make such payments to Lender and hereby releases and discharges Tenant from any liability to Landlord on account of any such payments. Except as set forth in Section 5, Lender hereby agrees that nothing in this Agreement shall affect or otherwise limit (or require Lender's prior consent before Tenant may exercise) Tenant's rights to terminate the Lease under the circumstances, terms and conditions specifically set forth in the Lease.

5. NOTICE TO LENDER AND RIGHT TO CURE. Tenant shall notify Lender of any default by Landlord under the Lease and agrees that, notwithstanding any provisions of the Lease to the contrary, such notice shall not be effective and Tenant shall not exercise any remedy under the Lease, including, but not limited to, the termination or cancellation thereof, unless Lender shall have received notice of default and shall have failed within thirty (30) calendar days after receipt of such notice to cure such default, or if such default cannot be cured within thirty (30) calendar days, shall have failed within thirty (30) calendar days after receipt of such notice to commence and thereafter diligently pursue any action necessary to cure such default, provided, however, that such cure period does not enter beyond ninety (90) calendar days after the date Lender receives a notice from Tenant or Landlord's default. Notwithstanding the foregoing, Lender shall have no obligation to cure any such default.



6. NOTICES. All notices or other written communications hereunder shall be given in accordance with the Lease as provided below:

If to Landlord: BW Bowling Properties LP  
c/o iStar Financial Inc.  
1114 Avenue of the Americas  
39<sup>th</sup> Floor  
New York, New York 10036  
Attn: General Counsel

With a copy to:

Katten Muchin Rosenman LLP  
525 W. Monroe Street  
Chicago, Illinois 60661  
Attention: Gregory P.L. Pierce, Esq.

If to Tenant: c/o AMF Bowling, Inc.  
8100 AMF Drive  
Mechanicsville, Virginia 23111  
Attn: Chief Financial Officer

If to Lender: JPMorgan Chase Bank, National Association  
383 Madison Avenue  
New York, New York 10179  
Attn: Joseph E. Geoghan

With copies to:

JPMorgan Chase Bank, National Association  
383 Madison Avenue  
New York, New York 10179  
Attn: Nancy Alto

Hunton & Williams LLP  
200 Park Avenue  
New York, New York 10166  
Attn: Donald F. Simone, Esq.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

7. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Lender, Tenant and Purchaser and their respective successors and assigns.

8. GOVERNING LAW. This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State where the Property is located without regard to choice of

law rules and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State where the Property is located.

9. MISCELLANEOUS. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto. If any term, covenant or condition of this Agreement is held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed without such provision. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder. 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.

[NO FURTHER TEXT ON THIS PAGE]

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

LENDER:

**JPMORGAN CHASE BANK, NATIONAL  
ASSOCIATION**, a banking association chartered  
under the laws of the United States of America

By: \_\_\_\_\_

Name:

Title:

*Jennifer Lewin*  
Vice President



20150630000219000 7/13 \$50.00  
Shelby Cnty Judge of Probate, AL  
06/30/2015 08:33:56 AM FILED/CERT

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )

On the 17th day of June, 2015, before me, the undersigned notary, personally appeared Jennifer Lewin, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Barbara Lau*  
Notary Public in and for said County and State

My Commission Expires:


BARBARA LAU  
Notary Public, State of New York  
No. 01LA6054795  
Qualified in Queens County  
Commission Expires Feb. 12, 2019

20150630000219000 8/13 \$50.00  
Shelby Cnty Judge of Probate, AL  
06/30/2015 08:33:56 AM FILED/CERT

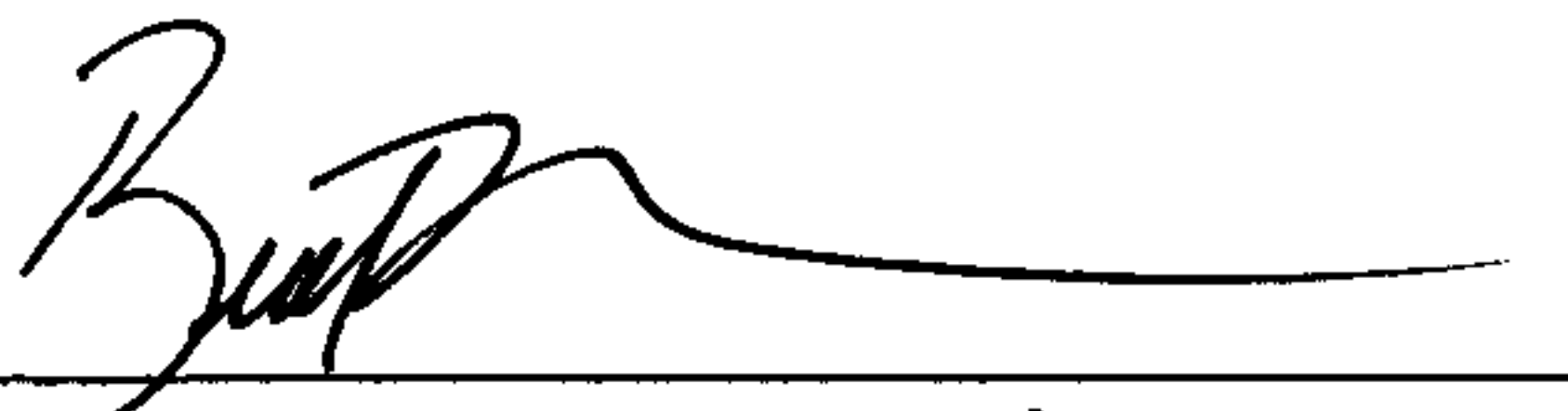



TENANT:

**LEISERV, LLC**, a Delaware limited liability  
company

By:   
Name: Brett Parker  
Title: Chief Financial Officer

**BRUNSWICK CENTRES, INC.**, an  
Ontario corporation

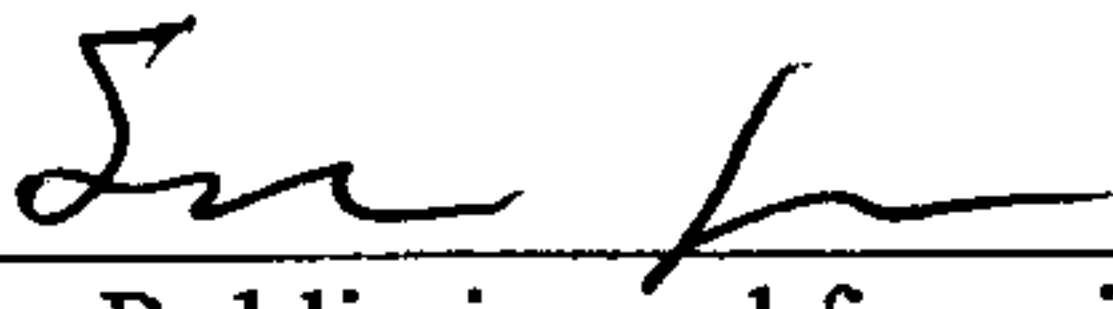
By:   
Name: Brett Parker  
Title: Chief Financial Officer

  
20150630000219000 9/13 \$50.00  
Shelby Cnty Judge of Probate, AL  
06/30/2015 08:33:56 AM FILED/CERT

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )

On the 18<sup>th</sup> day of June, 2015, before me, the undersigned notary, personally appeared Brett Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public in and for said County and State

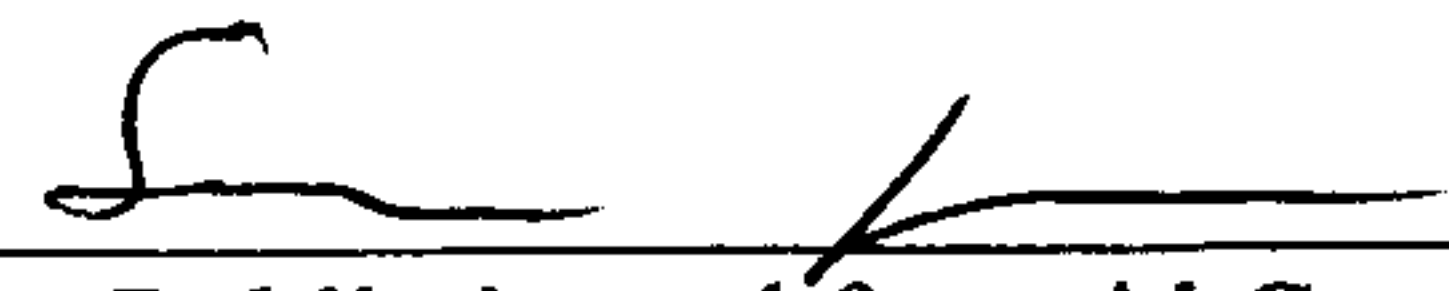
**SAMANTHA GARBUS**  
**Notary Public, State of New York**  
**No. 01GA4995627**  
**Qualified in Kings County**  
**Commission Expires April 27, 2018**

My Commission Expires: \_\_\_\_\_

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )


On the 18<sup>th</sup> day of June, 2015, before me, the undersigned notary, personally appeared Brett Parker, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public in and for said County and State

**SAMANTHA GARBUS**  
**Notary Public, State of New York**  
**No. 01GA4995627**  
**Qualified in Kings County**  
**Commission Expires April 27, 2018**


My Commission Expires: \_\_\_\_\_


  
20150630000219000 10/13 \$50.00  
Shelby Cnty Judge of Probate, AL  
06/30/2015 08:33:56 AM FILED/CERT



LANDLORD:

**BW BOWLING PROPERTIES LP, a**  
Delaware limited partnership

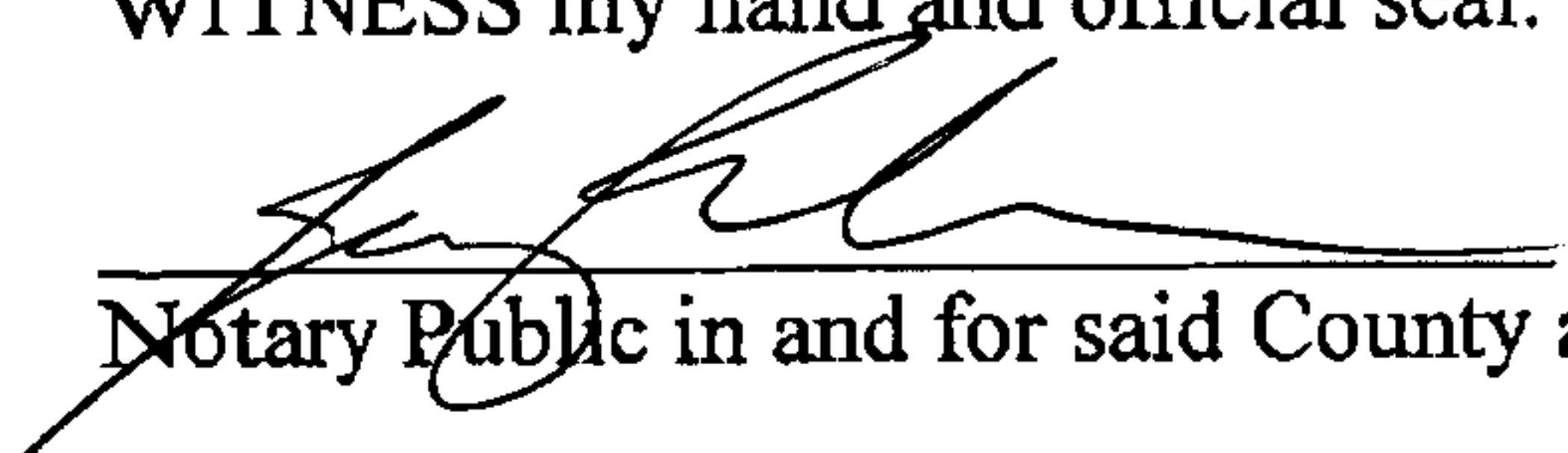
By:   
Name: Samantha K. Garbus  
Title: Senior Vice President

  
20150630000219000 11/13 \$50.00  
Shelby Cnty Judge of Probate, AL  
06/30/2015 08:33:56 AM FILED/CERT

STATE OF NEW YORK     )  
  )  
COUNTY OF NEW YORK    )


On the 15 day of JUNE, 2015, before me, the undersigned notary, personally appeared SAMANTHA GARBUS, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in her/his authorized capacity, and that by her/his signature on the instrument the person, or the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

  
Notary Public in and for said County and State

My Commission Expires: \_\_\_\_\_

Jesus Rosado  
Notary Public, State of New York  
No. 01RO6242246  
Qualified in Bronx County  
Commission Expires May 31, 2019


  
20150630000219000 12/13 \$50.00  
Shelby Cnty Judge of Probate, AL  
06/30/2015 08:33:56 AM FILED/CERT



**EXHIBIT A**

Lot 1, according to the Survey of Cahaba Commons, as recorded in Map Book 13, page 145, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH the rights granted in that certain Grant of Drainage Easement dated 02/29/2000 and recorded in Instrument 2000/07533 in said Probate Office.

  
20150630000219000 13/13 \$50.00  
Shelby Cnty Judge of Probate, AL  
06/30/2015 08:33:56 AM FILED/CERT