

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

**THIS AGREEMENT** is made and entered into as of the 21<sup>st</sup> day of September, 2015, by and between **R&L FOODS, LLC**, a Delaware limited liability company ("**Tenant**"), **PAUL SIEGEL AND PHYLLIS SIEGEL, TRUSTEES OF THE SIEGEL FAMILY INTER VIVOS TRUST**, a California trust ("**Landlord**"), and **FIRST INTERNET BANK OF INDIANA**, its successors and assigns ("**Mortgagee**").

**RECITALS:**

A. Mortgagee is the holder of a certain **Mortgage** dated September 21, 2015, to be recorded concurrently herewith (as amended from time to time "Mortgage") encumbering the Real Estate (hereinafter defined) and securing a principal indebtedness in an amount equal to Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00).

B. Tenant has entered into a lease agreement (such lease agreement hereinafter being referred to as "Lease Agreement," and the Lease Agreement, together with all amendments and modifications thereof, hereinafter being referred to as "Lease") dated September \_\_\_, 2015, with Landlord (or Landlord's predecessor-in-interest), pursuant to which Tenant leased certain premises ("Leased Premises") consisting of approximately 3,332 rentable square feet of space in the building ("Building") on the parcel of land ("Land") legally described in Exhibit "A" attached hereto (the Land and Building herein being collectively referred to as "Real Estate").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Tenant represents and warrants to Mortgagee that the Lease constitutes the entire agreement between Tenant and Landlord with respect to the Leased Premises and there are no other agreements, written or verbal, governing the tenancy of Tenant with respect to the Leased Premises.

2. Tenant has executed and delivered to Mortgagee a certain Tenant Estoppel Certificate (the "Estoppel Certificate") dated on or about the date hereof. The provisions of

the Estoppel Certificate are hereby incorporated into this Agreement as if fully set forth in this Agreement in their entirety, and Tenant acknowledges that Mortgagee will be relying on the statements made in the Estoppel Certificate in determining whether to disburse the proceeds of the loan secured by the Mortgage and whether to enter into this Agreement.

3. Prior to pursuing any remedy available to Tenant under the Lease, at law or in equity as a result of any failure of Landlord to perform or observe any covenant, condition, provision or obligation to be performed or observed by Landlord under the Lease (any such failure hereinafter referred to as a "Landlord's Default"), Tenant shall: (a) provide Mortgagee with a notice of Landlord's Default, concurrent with any notice given to Landlord under the Lease, specifying the nature thereof, the Section of the Lease under which same arose and the remedy which Tenant will elect under the terms of the Lease or otherwise, and (b) allow thirty (30) days following receipt of such notice of Landlord's Default to cure the same; provided, however, that, if such Landlord's Default is not readily curable within such thirty (30) day period, Tenant shall give Mortgagee such additional time as Mortgagee may reasonably need to obtain possession and control of the Real Estate and to cure such Landlord's Default so long as Mortgagee is diligently pursuing a cure. Tenant shall not pursue any remedy available to it as a result of any Landlord's Default unless Mortgagee fails to cure same within the time period specified above.

4. Subject to the provisions of Section 6 and Section 7 below, Tenant covenants with Mortgagee that the Lease shall be subject and subordinate to the lien and all other provisions of the Mortgage and to all modifications and extensions thereof, to the full extent of all principal, interest and all other amounts now or hereafter secured thereby and with the same force and effect as if the Mortgage had been executed and delivered prior to the execution and delivery of the Lease. Without limiting the generality of the foregoing subordination provision, Tenant hereby agrees that any of its right, title and interest in and to insurance proceeds and condemnation awards (or other similar awards arising from eminent domain proceedings) with respect to damage to or the condemnation (or similar taking) of any of the Real Estate, shall be subject and subordinate to Mortgagee's right, title and interest in and to such proceeds and awards.

5. Tenant acknowledges that Landlord has collaterally assigned to Mortgagee all leases affecting the Real Estate, including the Lease, and the rents and other amounts, including, without limitation, lease termination fees, if any, due and payable under such leases. In connection therewith, Tenant agrees that, upon receipt of a notice of a default by



Landlord under such assignment and a demand by Mortgagee for direct payment to Mortgagee of the rents due under the Lease, Tenant will honor such demand and make all subsequent rent payments directly to Mortgagee. Tenant further agrees that any Lease termination fees payable under the Lease shall be paid jointly to Landlord and Mortgagee.

6. Mortgagee agrees that so long as Tenant is not in default under the Lease:

(a) Tenant shall not be named or joined as a party in any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage (unless Tenant is a necessary party under applicable law); and

(b) The possession by Tenant of the Leased Premises and Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise materially adversely affected by (i) any suit, action or proceeding for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage, or by any judicial sale or execution or other sale of the Leased Premises, or any deed given in lieu of foreclosure, or (ii) any default under the Mortgage.

7. If Mortgagee or any future holder of the Mortgage shall become the owner of the Real Estate by reason of foreclosure of the Mortgage or otherwise, or if the Real Estate shall be sold as a result of any action or proceeding to foreclose the Mortgage or transfer of ownership by deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant and the new owner of the Real Estate as "landlord" upon all the same terms, covenants and provisions contained in the Lease (subject to the exclusions set forth in subparagraph (b) below), and in such event:

(a) Tenant shall be bound to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term), and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as "landlord" under the Lease without any additional documentation to effect such attornment (provided, however, if applicable law shall require additional documentation at the time Mortgagee exercises its remedies then Tenant shall execute such additional documents evidencing such attornment as may be required by applicable law);



(b) Such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the extension periods, if Tenant elects or has elected to exercise its options to extend the term); provided, however, that such new owner shall not be:

(i) liable for any act or omission of any prior landlord (including Landlord);

(ii) subject to any offsets or defenses which Tenant has against any prior landlord (including Landlord) unless Tenant shall have provided Mortgagee with (A) notice of the Landlord's Default that gave rise to such offset or defense and (B) the opportunity to cure the same, all in accordance with the terms of Section 3 above;

(iii) bound by any base rent, percentage rent, additional rent or any other amounts payable under the Lease which Tenant might have paid in advance for more than the current month to any prior landlord (including Landlord);

(iv) liable to refund or otherwise account to Tenant for any security deposit not actually paid over to such new owner by Landlord;

(v) bound by any amendment or modification of the Lease made without Mortgagee's consent;

(vi) bound by, or liable for any breach of, any representation or warranty or indemnity agreement contained in the Lease or otherwise made by any prior landlord (including Landlord); or

(vii) personally liable or obligated to perform any such term, covenant or provision, such new owner's liability being limited in all cases to its interest in the Real Estate.

8. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:



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Shelby Cnty Judge of Probate, AL  
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To Mortgagee: First Internet Bank of Indiana  
8888 Keystone Crossing, Suite 1700  
Indianapolis, Indiana 46240  
Attn: Michael Lewis

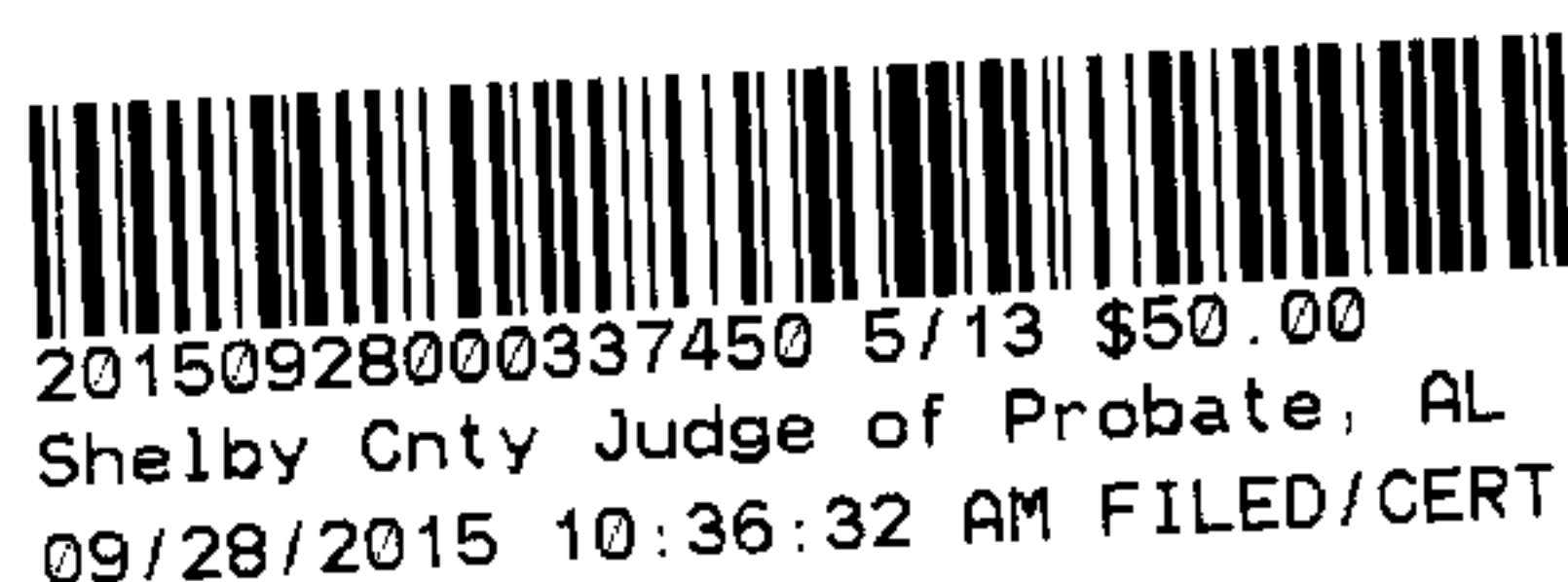
With a copy to:  
To Tenant: R&L Foods, LLC  
154 Creekside Lane  
Winchester, VA 22602  
Attention: Rick Reynolds

To Landlord: The Siegel Family Inter Vivos Trust  
Attn: Paul and Phyllis Siegel  
5933 Julian Lane  
Tarzana, CA 91356

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

9. Tenant acknowledges and agrees that Mortgagee will be relying on the representations, warranties, covenants and agreements of Tenant contained herein and that any default by Tenant hereunder shall permit Mortgagee, at its option, to exercise any and all of its rights and remedies at law and in equity against Tenant and to join Tenant in a foreclosure action thereby terminating Tenant's right, title and interest in and to the Leased Premises.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns and any nominees of Mortgagee, all of whom are entitled to rely upon the provisions hereof. This Agreement shall be governed by the laws of the State of Alabama.



11. This Agreement may be executed in multiple counterparts and all of such counterparts together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed these presents the day and year first above written.


**TENANT:**

R&L FOODS, LLC, a Delaware limited liability company

By: William Reynolds

Printed: William R. Reynolds

Title: Manager

  
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**LANDLORD:**

PAUL SIEGEL AND PHYLLIS SIEGEL,  
TRUSTEES OF THE SIEGEL FAMILY INTER  
VIVOS TRUST

By: Paul Siegel

Printed: PAUL SIEGEL

Title: TRUSTEE

By: Phyllis Siegel

Printed: Phyllis Siegel

Title: Trustee



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**MORTGAGEE:**

FIRST INTERNET BANK OF INDIANA

By: Denise R Clewenger

Printed: Denise R Clewenger

Title: VP- CRE Closing Mgr



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STATE OF VIRGINIA

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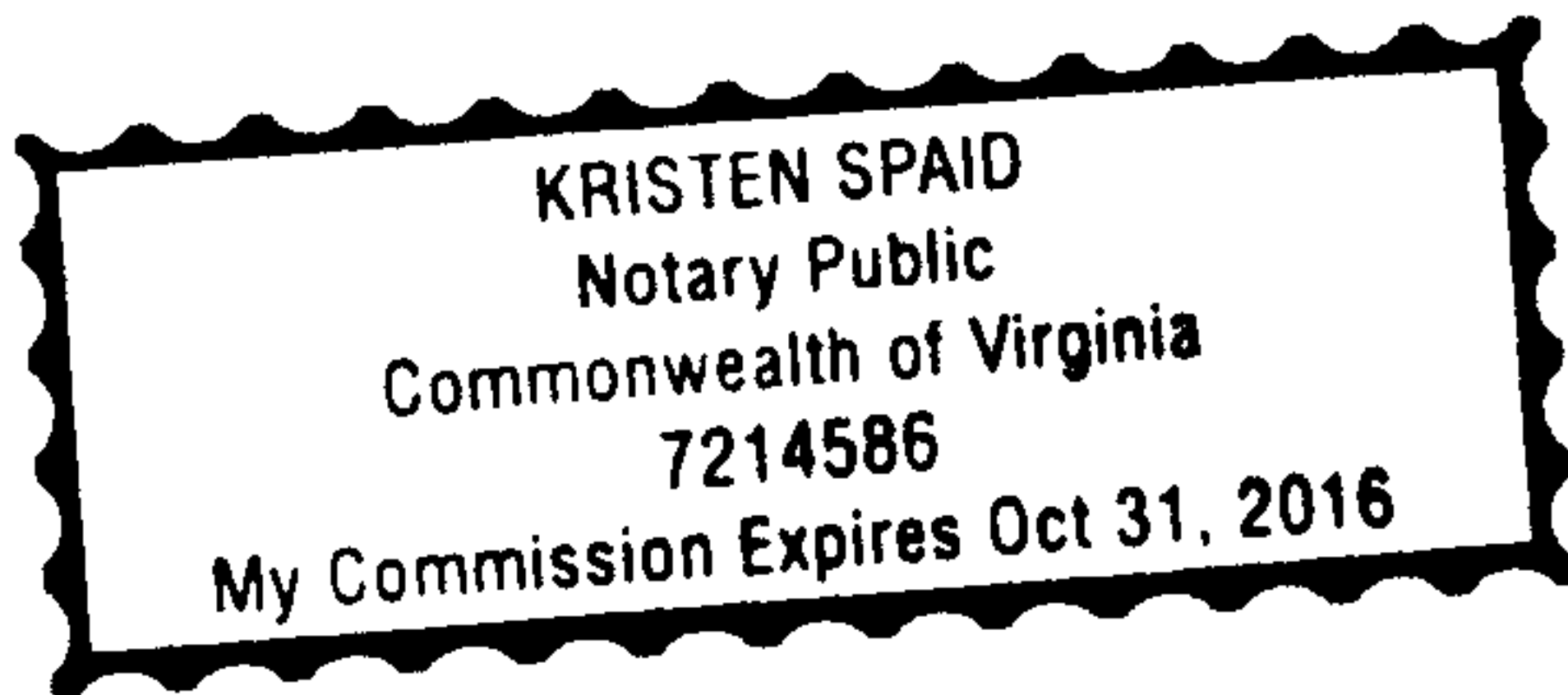
) SS:

CITY OF WINCHESTER

)

Before me, a Notary Public in and for said County and State, personally appeared William R. Reynolds, the Manager of R&L Foods, LLC, and acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as the voluntary act and deed of such limited partnership and further acknowledged that he/she was authorized to execute the same.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of Sept. 2015.



Kristen Spaid  
Notary Public

Kristen Spaid  
Printed

My Commission Expires:

10/31/16

My County of Residence: Frederick

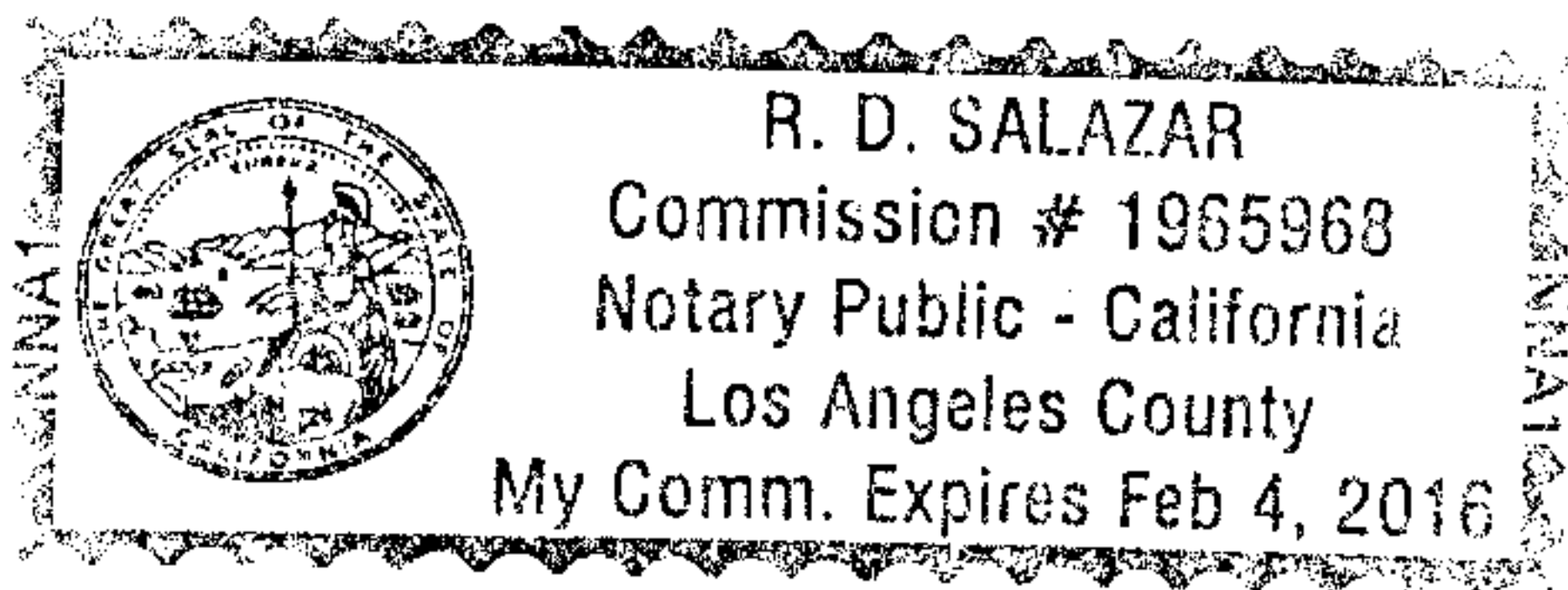


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STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF LOS ANGELES )

Before me, a Notary Public in and for said County and State, personally appeared Paul Siegel the Trustee of The Siegel Family Inter Vivos Trust, and acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as the voluntary act and deed of such limited partnership and further acknowledged that he/she was authorized to execute the same.

Witness my hand and Notarial Seal this 17 day of SEPT 2015.



R. D. Salazar  
Notary Public

R. D. SALAZAR  
Printed

My Commission Expires:

FEB 4 2016

My County of Residence:

LOS ANGELES



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STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF LOS ANGELES )

Before me, a Notary Public in and for said County and State, personally appeared Phyllis Siegel the Trustee of The Siegel Family Inter Vivos Trust, and acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as the voluntary act and deed of such limited partnership and further acknowledged that he/she was authorized to execute the same.

Witness my hand and Notarial Seal this 17 day of SEP 2015.



R. D. Salazar  
Notary Public

R. D. SALAZAR  
Printed

My Commission Expires:

FEB 4 2016

My County of Residence:

LOS ANGELES

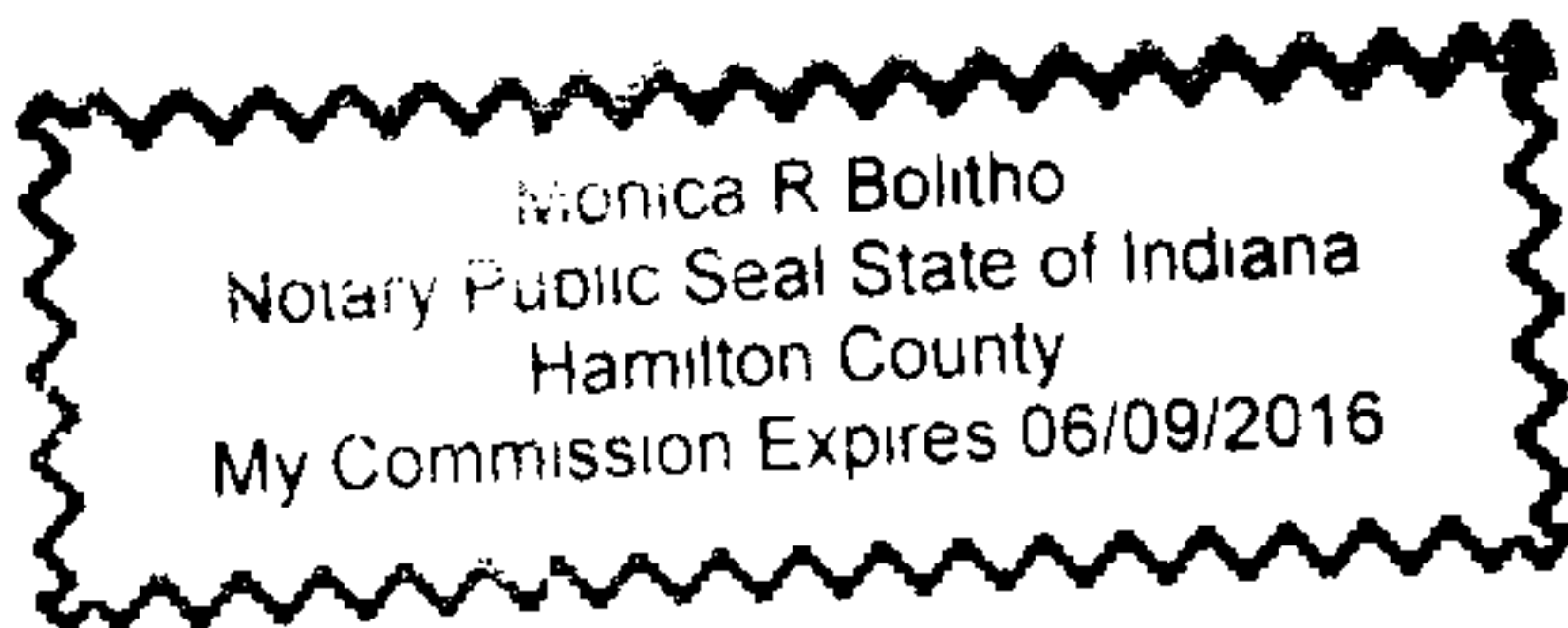
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STATE OF INDIANA           )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public in and for said County and State, personally appeared Denise R. Cleverger, a VP-CRE Closing Mgr. of First Internet Bank of Indiana, and acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as the voluntary act and deed of such national banking association and further acknowledged that he/she was authorized to execute the same.

Witness my hand and Notarial Seal this 16<sup>th</sup> day of September, 2015.



Monica R. Bolitho  
Notary Public  
Monica R. Bolitho  
Printed

My Commission Expires:

06/09/2016

My County of Residence:

Hamilton

**EXHIBIT "A"**  
**TO**  
**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

**LEGAL DESCRIPTION OF REAL ESTATE**

Lot 1, according to the Survey of Colonial Properties Subdivision, as recorded in Map Book 8, page 138, in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT that portion conveyed to the State of Alabama in Book 277, page 930, in the Probate Office of Shelby County, Alabama.

TOGETHER WITH easement rights as defined in Declaration of Restrictions and grant of easements recorded in Volume 53, page 375, in and to Lot 2, according to the Survey of Colonial Properties Subdivision, as recorded in Map Book 8, page 138, in the Probate Office of Shelby County, Alabama.

STORE ADDRESS: 4671 Highway 280 East, Birmingham, AL 35242



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