

Prepared by:
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Tax Map Nos. 766-750-4380

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT, made as of May 31, 2017 by and between ODD BALLS, LLC, a Virginia limited liability company, in its capacity as Lessee (hereinafter referred to as "Lessee"), and XENITH BANK, in its capacity as Lender (hereinafter referred to as "Lender").

RECITALS:

1. Lender is now the beneficiary of that certain Credit Line Deed of Trust, Assignment of Leases and Rents and Security Agreement, dated as of May 31, 2017, securing the principal amount of TEN MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$10,800,000) (as modified, amended, substituted, replaced and/or restated from time to time, as the "Security Instrument") encumbering the property more particularly described in the Security Instrument. The Security Instrument is recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia.

2. Lessee is the holder of a Deed of Lease (hereinafter referred to as the "Lease"), dated as of March 7, 2017 by and between RCC Merchants Walk, LLC, a Virginia limited liability company, successor-in-interest to Spectrum I Merchants, LLC (hereinafter referred to as "Lessor"), as Lessor, and the Lessee, demising for a term of years, certain premises more particularly described in the Lease and commonly known as Merchants Walk Shopping Center located at 7502 West Broad Street, Richmond Virginia 23294 (the "Premises").

3. Lessee and Lender desire to confirm their understanding with respect to the Lease and the Security Instrument;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Lessee hereby agree and covenant as follows:

FIRST: The Lease shall be subject and subordinate to the Security Instrument and to all renewals, modifications or extensions thereof.

SECOND: So long as Lessee is not in default (beyond any period given Lessee to cure such default, if any) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Lessee's part to be performed, Lessee's possession of the premises described in the Lease and Lessee's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, shall not be diminished or interfered with by Lender and Lessee's occupancy of said

premises shall not be disturbed by Lender for any reason whatsoever during the term of the lease or any extensions or renewals thereof.

THIRD: If the interests of Lessor shall be transferred to and owned by Lender by reason of foreclosure or other proceedings brought by it or by any other manner, and Lender succeeds to the interest of the Lessor under the Lease, Lessee shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option thereof in the Lease, with the same force and effect as if Lender were the Lessor under the Lease, and Lessee does hereby attorn to Lender as its Lessor, said attornment to be effective and self-operative without the execution of any further instruments on the part of either of the parties hereto immediately upon Lender succeeding to the interest of the Lessor under the Lease; provided, however, that Lessee shall be under no obligation to pay rent to Lender, as Lessor, pursuant to this Agreement until Lessee receives written notice from Lender that it has succeeded to the interest of Lessor under the Lease. The respective rights and obligations of Lessee and Lender upon said attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth therein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein.

FOURTH: If Lender shall succeed to the interest of Lessor under the Lease, Lender shall be bound to Lessee under all terms, covenants and conditions of the Lease, and Lessee shall, from and after Lender's succession to the interest of Lessor under the Lease, have the same remedies against Lender for the breach of an agreement contained in the Lease that Lessee might have had under the Lease against Lessor if Lender had not succeeded to the interest of Lessor; provided further, however, that Lender shall not be:

- (a) liable for any act or omission of any prior landlord (including the Lessor); or
- (b) subject to any offsets or defenses which the Lessee might have against any prior landlord (including the Lessor); or
- (c) liable for the return of any security deposits not delivered to Lender; or
- (d) bound by any rent or additional rent which Lessee might have paid for more than the current month to any prior landlord (including Lessor); or
- (e) bound by any amendment or modification of the Lease made without Lender's consent; or
- (f) obligated to construct or finish the construction or to renovate or finish the renovation of the premises described in the Lease, unless it expressly assumes such obligation after it succeeds to the interest of the Lessor under the Lease.

FIFTH: The Lease now is, and shall at all times continue to be, subject and subordinate in each and every respect, to the Security Instrument and to any and all renewals, modifications

and extensions thereof, but any and all such renewals, modifications and extensions shall nevertheless be subject to and entitled to the benefits of the terms of this Agreement.

SIXTH: Lessee will notify Lender, by registered or certified mail, return receipt requested, of any default of Lessor which would entitle Lessee to cancel the Lease or abate the rent payable thereunder, and agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof, nor any abatement shall be effective unless Lender has received the notice aforesaid and has failed within 30 days of the date thereof to cure or if the default cannot be cured within 30 days has failed to commence and to diligently prosecute the cure of Lessor's default which gave rise to such right of cancellation or abatement. The address of the Lender is Xenith Bank, P.O. Box 13947, Richmond, Virginia 23225, Attention: Christal Schlosser.

SEVENTH: This Agreement and the Lease may not be modified except by an agreement in writing signed by the parties hereto.

EIGHTH: This Agreement may be recorded by either party at the cost of the recording party.

[SIGNATURE PAGES FOLLOW]

ODD
BALLS

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENT AGREEMENT**
(signature page)

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed under seal as of the day and year first above written.

LENDER:

XENITH BANK

By: [Signature] (SEAL)
Name: C. Dixon Wallace, Jr.
Title: Executive Vice President

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Richmond

I certify that before me appeared this day, C. Dixon Wallace, Jr., a person known to me, who after being sworn said he/she is Executive Vice President of Xenith Bank, and is duly authorized to act on behalf of said entity, that the seal affixed to the foregoing instrument is the seal of said entity and that said instrument was signed and sealed by him/her on behalf of said entity, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said entity.

Witness my hand and official seal, this 1st day of June, 20 17.



Sherezade Marie Manning
Notary Public

Sherezade Marie Manning
(Printed Name of Notary)

My Commission Expires: 1/31/2021
Registration Number: 7562635

Notary Seal (must be clear, legible and photographically reproducible)

**SUBORDINATION, NON-DISTURBANCE AND
ATTORNMENMENT AGREEMENT**
(signature page)

IN WITNESS WHEREOF, the parties hereto have hereunto caused this Agreement to be duly executed under seal as of the day and year first above written.

LESSEE:

ODD BALLS, LLC,
a Virginia limited liability company, **in its capacity
as Lessee**

Lindsey B. Wells
Lindsey B. Wells

By: *John R. Wells* (SEAL)
Name: John R. Wells, Jr
Title: OWNER

STATE OF Virginia
COUNTY OF Henrico

I certify that before me appeared this day, John & Lindsey Wells, a person known to me, who after being sworn said he/she is Owners of **Odd Balls, LLC**, and is duly authorized to act on behalf of said **limited liability company**, that the seal affixed to the foregoing instrument is the seal of said **limited liability company** and that said instrument was signed and sealed by him/her on behalf of said **limited liability company**, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said **limited liability company**.

Witness my hand and official seal, this 26th day of May, 2017.



Renee Adkins Stacy
Notary Public

Renee Adkins Stacy
(Printed Name of Notary)

My Commission Expires: 09/30/2020
Registration Number: 7683093

Notary Seal (must be clear, legible and photographically reproducible)