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ERNEST D ROWLEY, WEBER COUNTY RECORDER
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REC FOR: METRO NATIONAL TITLE
ELECTRONICALLY RECORDED

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19-016-0081

Subordination, Nondisturbance and Attornment Agreement

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "*Agreement*"), made as of August 21, 2014 between THE ROYAL BANK OF SCOTLAND PLC, having an address c/o RBS Financial Products Inc., 600 Washington Boulevard, Stamford, Connecticut 06901 (collectively, and together with their respective successors and/or assigns, "*Mortgagee*") and CSM BAKERY PRODUCTS NA, INC., a Delaware corporation, having an address at 1912 Montreal Road, Tucker, Georgia 30084 ("*Lessee*").

WITNESSETH:

WHEREAS, AGNL Pastry, L.L.C., a Delaware limited liability company ("*Lessor*"), is the owner of the property described on Exhibit A annexed hereto and made a part hereof (the "*Property*");

WHEREAS, Lessee is the holder of a lease of the Property under and pursuant to the provisions of a lease dated as of the date hereof (as the same may be hereafter amended, modified or supplemented, the "*Lease*") between Lessor as lessor, and Lessee, as lessee;

WHEREAS, Mortgagee is the present owner and holder of those certain mortgages, deeds of trust and deeds to secure debt, as applicable, dated as of the date hereof (collectively, the "*Mortgage*");

WHEREAS, Lessee has agreed to subordinate the Lease to the Mortgage and to the lien thereof and Mortgagee has agreed to grant non-disturbance to Lessee under the Lease on the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of Ten (\$10) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee and Lessee hereby covenant and agree as follows:

Section 1. Lessee agrees that the Lease, and any modifications, renewals, extensions and amendments thereto, and all of the terms, covenants and provisions thereof and all rights, remedies and options (including any purchase options, rights of first offer and rights of first refusal to purchase all or any portion of the Property) of Lessee thereunder are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to the lien thereof and to all renewals, modifications, spreaders, consolidations, replacements and extensions thereof and to all sums secured thereby with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Lease. Notwithstanding the foregoing, Mortgagee may elect, in its sole and absolute discretion, to subordinate the lien of the Mortgage to the Lease.

Section 2. Mortgagee agrees that if any action or proceeding is commenced by Mortgagee for the foreclosure of the Mortgage or the sale of the Property,

(i) Lessee shall not be named as a party therein, except to the extent required by law, and the sale of the Property in any such action or proceeding or the exercise by Mortgagee of any of its other rights under the Mortgage or acceptance by Mortgagee of a deed or assignment in lieu of foreclosure shall be made subject to all rights of Lessee under the Lease and (ii) Mortgagee shall not disturb Lessee's right of quiet possession of the Property under the terms of the Lease; provided that with respect to both clauses (i) and (ii) above, 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, or acceptance by Mortgagee of any deed or assignment in lieu of foreclosure, there shall be no Event of Default (as defined in the Lease) which shall have occurred and is then continuing.

Section 3. Lessee agrees that if Mortgagee shall become the owner of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Mortgagee and Lessee upon all of the terms, covenants and conditions set forth in the Lease (except as set forth in this Agreement), and in that event Lessee agrees to attorn to Mortgagee and Mortgagee agrees to accept such attornment. Lessee hereby acknowledges notice that pursuant to the Mortgage and assignment of rents, leases and profits, Lessor has granted to the Mortgagee an absolute, present assignment of the Lease and Rents which provides that Lessee continue making payments of Rents and other amounts owed by Lessee under the Lease to Lessor and to recognize the rights of Lessor under the Lease until notified otherwise in writing by the Mortgagee. After receipt of such notice from Mortgagee, Lessor shall thereafter make all such payments directly to the Mortgagee or as the Mortgagee may otherwise direct, without any further inquiry on the part of Lessee. Lessor consents to the foregoing and waives any right, claim or demand which Lessor may have against Lessee by reason of such payments to Mortgagee or as Mortgagee directs.

Section 4. The provisions of Sections 2 and 3 shall be effective and self-operative without any need for Mortgagee or Lessee to execute any further documents. Lessor and Mortgagee shall, however, confirm the provisions of Sections 2 and 3 in writing upon request by either of them within ten (10) days of such request.

Section 5. Notwithstanding anything to the contrary in the Lease or the Mortgage, Mortgagee shall not be liable for or bound by any of the following matters:

(a) Any offset right that Lessee may have against any former Lessor relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by such former Lessor that occurred before the date of attornment, unless (x) such offset right arises after the date Mortgagee encumbers the Property with the Mortgage and (y) Lessee shall have given written notice to Mortgagee of such offset right promptly upon the occurrence of the event(s) giving rise to such offset right. The foregoing shall not limit either (i) Lessee's right to exercise against Mortgagee any offset right otherwise available to Lessee because of events occurring after the date of attornment or (ii) Mortgagee's

obligation to correct any conditions that existed as of the date of attornment and violate Mortgagee's obligations as landlord under the Lease.

(b) Any payment of Rent that Lessee may have made to a former Lessor more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

(c) Any obligation: (i) to pay Lessee any sum(s) that any former Lessor owed to Lessee unless such sums, if any, shall have been actually delivered to Mortgagee by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with a former Lessor, unless such security was actually delivered to Mortgagee; (iii) to commence or complete any initial construction of improvements in the Property or any expansion or rehabilitation of existing improvements thereon; or (iv) arising from representations and warranties related to a former Lessor.

(d) Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Mortgagee's written consent to the extent such consent is required by Section 7 of this Agreement.

(e) Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Lessor and Lessee, unless effected unilaterally by Lessee pursuant to the express terms of the Lease.

Section 6. Notwithstanding anything to the contrary in this Agreement or the Lease, Mortgagee's obligations and liability under the Lease shall never extend beyond Mortgagee's (or its successors' or assigns') interest, if any, in the Property from time to time, including insurance and condemnation proceeds, security deposits, escrows, Mortgagee's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Mortgagee (collectively, the "*Mortgagee's Interest*"). Lessee shall look exclusively to Mortgagee's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Mortgagee under the Lease as affected by this Agreement. If Lessee obtains any money judgment against Mortgagee with respect to the Lease or the relationship between Mortgagee and Lessee, then Lessee shall look solely to Mortgagee's Interest (or that of its successors and assigns) to collect such judgment. Lessee shall not collect or attempt to collect any such judgment out of any other assets of Mortgagee.

Section 7. Lessee shall not, without obtaining the prior written consent of Mortgagee, (a) (i) enter into any agreement terminating the Lease, except as unilaterally effected by Lessee as specifically provided in the Lease, or (ii) enter into any modification or amendment of the Lease, or any waiver of the terms of the Lease except a modification, amendment or waiver, as applicable, that does not (1) decrease the rent payable under the Lease either permanently or temporarily or grant Lessee any free rent period, (2) shorten or extend the term(s) of the Lease, (3) grant Lessee any options, (4) eliminate or alter in any material respect any conditions to or prohibitions on subletting or assignment, (5) otherwise reduce or limit Lessee's obligations under the Lease in any

material respect, (6) create any obligation on the part of Lessor to pay any sum of money, to perform any work or provide any service, or (7) otherwise increase the obligations of, or decrease the benefits accruing to, Lessor under the Lease in any material respect, which are the result of good faith, arm's length negotiations between Lessor and Lessee and of which Mortgagee promptly receives written notice, which notice shall include all documentation evidencing such modification, amendment or waiver, (b) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due dates thereof except that Mortgagee agrees that on the Effective Date Lessee may prepay the Base Net Rent through September 30, 2014, or (c) subordinate the Lease to any other lien; and any such amendment, modification, termination, prepayment, voluntary surrender, assignment or subletting or subordination, without Mortgagee's prior consent, shall not be binding upon Mortgagee.

Section 8. (a) Lessee shall notify Mortgagee of any breach or default by Lessor under the Lease (the "*Default Notice*") which would entitle Lessee to cancel the Lease or abate or offset the rents, additional rents or other sums payable thereunder, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation thereof by reason of such default shall be effective unless Mortgagee shall have been provided the opportunity to cure such default as provided below.

(b) After Mortgagee receives a Default Notice, Mortgagee shall have a period of thirty (30) days beyond the time available to Lessor under the Lease in which to cure the breach or default by Lessor. Mortgagee shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Lessor, except to the extent that Mortgagee agrees or undertakes otherwise in writing. In addition, as to any breach or default by Lessor the cure of which requires possession and control of the Property, provided that Mortgagee undertakes by written notice to Lessee to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Mortgagee's cure period shall continue for such additional time as Mortgagee may reasonably require to either: (i) obtain possession and control of the Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver with reasonable diligence and give such receiver a reasonable period of time in which to cure the default (but in each case, not to exceed thirty (30) days after the date on which Mortgagee or the receiver, as applicable, obtains possession and control of the Property).

Section 9. All notices, consents and other communications pursuant to the provisions of this Agreement shall be in writing and shall be given by hand delivery, by nationally-recognized overnight courier (with proof of delivery) or by registered or certified mail, postage prepaid, return receipt requested, as follows:

If to Mortgagee:

The Royal Bank of Scotland plc
c/o RBS Financial Products Inc.
600 Washington Boulevard

Stamford, Connecticut 06901
Attn: Real Estate Advisory
Facsimile No. 203-873-4670

and

The Royal Bank of Scotland plc
c/o RBS Financial Products Inc.
600 Washington Boulevard
Stamford, Connecticut 06901
Attn: Legal Department
Facsimile No. 203-873-4670

If to Lessee:

CSM Bakery Products NA, Inc.
1912 Montreal Road,
Tucker, Georgia 30084
Attn: Stephanie Chattillion
Facsimile No. 770-723-3464

with a copy to:

Sullivan & Cromwell LLP
125 Broad Street
New York, NY 10004
Attn: Arthur S. Adler, Esq.
Facsimile No. 212-291-9001

Notices shall be deemed given when actually delivered, if delivered by hand, or if given by overnight courier or registered or certified mail, on the date of delivery or attempted delivery shown on the delivery or return receipt. Each party may designate a change of address by notice to the other party, given at least five (5) days before such change of address is to become effective.

Section 10. Neither this Agreement nor anything to the contrary in the aforesaid Lease or in any modification or amendments thereto shall operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Property upon Mortgagee, or impose responsibility and conditions of the Lease or of any modification or amendment specified herein or hereafter consented to by Mortgagee, nor shall said instruments operate to make Mortgagee responsible or liable for any waste committed on the Property by any third party whatsoever, or for dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of said Property resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, agent or stranger, unless or until Mortgagee actually takes title to the Property. Notwithstanding anything to the contrary in the Lease, Mortgagee, its successors and assigns or a transferee shall be responsible for performance of only those

covenants and obligations of the Lease accruing after the acquisition of Lessor's interest in and possession of the Property.

Section 11. (a) Without limiting any other provision of this Agreement, if Mortgagee should succeed to the interests of Lessor and at such time no Event of Default (as defined in the Lease) shall have occurred and be then continuing, Mortgagee, in its capacity as successor Lessor, shall comply with the provisions of Section 16.3 and Section 24.11(b) and (c) of the Lease.

(b) For purposes of Section 23.1 of the Lease, Mortgagee's address is as specified above in Section 6.

(c) For so long as the Mortgage is outstanding, and notwithstanding anything to the contrary in the Lease, in no event will Lessee be required to deposit or post any deposit or other escrow funds (the "*Lease Escrows*") pursuant to the Lease (excluding those funds required to be deposited into escrow pursuant to Section 9.5(g) of the Lease, which will be held by a third party escrow agent) unless such Lease Escrows are deposited directly by Lessee into a separate escrow account with Mortgagee and are made available to Lessee in accordance with the terms of the Lease. Mortgagee acknowledges and agrees that any Lease Escrows deposited with or controlled by Mortgagee in accordance with the preceding sentence shall be disbursed by Mortgagee in accordance with the provisions of the Lease (provided, however, that if Lessee fails to comply with the final sentence of Section 9.5(g) of the Lease, such Lease Escrows held by Mortgagee shall be applied by Mortgagee in accordance with that certain Loan Agreement by and between Lessor and Mortgagee, dated as of the date hereof), and shall not in any event, absent an Event of Default under the Lease, be applied by Mortgagee for any other purpose. Notwithstanding the foregoing, Mortgagee shall not be responsible for ensuring that Lease Escrows be deposited with Mortgagee.

Section 12. This Agreement shall be binding upon and inure to the benefit of Mortgagee and Lessee and their respective successors and assigns. If Mortgagee assigns the Mortgage, all liability of the assignor first accruing from and after the date of such assumption of liability by the assignee shall terminate.

Section 13. The term "Mortgagee" as used herein shall include the successor or assign of Mortgagee or any other person or entity which shall become the owner of the Property by reason of a foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise. The term "Lessor" as used herein shall mean and include the present Lessor under the Lease and such Lessor's predecessors and successors in interest under the Lease, but shall not mean or include Mortgagee. The term "Property" as used herein shall mean the Property, the improvements now or hereafter located thereon and the estates therein encumbered by the Mortgage. The term "Lessee" includes any permitted successors and assigns of Lessee.

Section 14. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

Section 15. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed to be an original, which, when read together, shall constitute one and the same instrument.

Section 16. This Agreement constitutes the entire agreement between Mortgagee and Lessee regarding the subordination of the Lease to the Mortgage and the rights and obligations of Lessee and Mortgagee as to the subject matter of this Agreement.

Section 17. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and Mortgagee, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Mortgage.

Section 18. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Property is located, excluding such State's principles of conflict of laws.

Section 19. Lessee represents to Mortgagee that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Mortgagee represents to Lessee that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

[signature page follows]

IN WITNESS WHEREOF, the Mortgagee and the Tenant have caused this Agreement to be executed as of the date first above written.

MORTGAGEE:

THE ROYAL BANK OF SCOTLAND PLC

By: RBS Securities Inc., its agent

By:


Name: Kevin Kelly
Title: Director

[Signature Pages Continue on Following Page]

MORTGAGEE'S ACKNOWLEDGMENT

STATE OF CT)
COUNTY OF Fairfield) SS:

Before me, a Notary Public in and for said County and State, personally appeared Kevin Kelly known to be the Director of RBS Securities, Inc., the agent of The Royal Bank of Scotland PLC, and acknowledged the voluntary execution of the foregoing for and on behalf of said corporation for and on behalf of said public limited company.

Witness my hand and Notarial Seal, this 25th day of Aug, 2014.

K. J. D.
Notary Public - Signature
Kimberly J. Donnelly
Notary Public - Printed

My Commission Expires:

notarial seal
Kimberly J. Donnelly
Notary Public
Commission Expires 06/30/2019

LESSEE: CSM Bakery Products NA, Inc.

By: [Signature]
Name: GEORGE BATTON
Title: AUTHORIZED SIGNER

STATE OF CT)
COUNTY OF Fairfield) SS.:

On the 15 day of August 2014, before me personally came George Batton, to me known, who, being by me duly sworn, did depose he is a Senior VP of the CSM Bakery Products NA Inc; that he is the Senior VP of the CSM Bakery Products NA Inc described in and which executed the above instrument; that the execution of the instrument was duly authorized and that he has authority to execute the same; and that he acknowledged that he executed the same as the act and deed of said general partnership.

[Signature]
Notary Public

DENIS W. PATTERSON
Notary Public, Stamford, CT
My Commission Expires 12/31/18

[Signatures continue on the following page]

The undersigned Lessor hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

LESSOR:

AGNL PASTRY, L.L.C., a Delaware
limited liability company

By: AGNL Manager III, Inc., a
Delaware corporation,
its manager

By: _____
Gordon J. Whiting, President

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 7th day of August, in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared Gordon J. Whiting, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Andrea Hicks
Notary Public

My Commission Expires:

ANDREA HICKS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HI5025097
Qualified In Kings County
My Commission Expires March 21, 2018

Exhibit "A"

A part of the South Half of Section 25, Township 7 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point (North 89°52' West 1268.0 feet) North 89°34'13" West 1250.97 feet along the Section Line and (North 26°12' West) North 25°54'13" West 48.10 feet from the Southeast corner of said Section 25 and which point is the intersection of the Westerly right-of-way boundary of the Oregon Short Line Railroad and the Northerly line of 2700 North Street - Utah State Route 134 (80 foot wide right-of-way); running thence North 89°53'58" West 1059.83 feet, along said Northerly line of 2700 North Street to a point being 300.00 feet perpendicularly distant Easterly from the Quarter Section line; thence North 0°39'40" East 300.01 feet, along a line parallel to and being 300.00 feet perpendicularly distant Easterly from the Quarter Section line to a point being 300.00 feet perpendicularly distant Northerly from the Northerly line of 2700 North Street; thence North 89°53'58" West 500.02 feet along a line parallel to and being 300.00 feet perpendicularly distant Northerly from said Northerly line of Street to a point being 200.00 feet perpendicularly distant Westerly from the Quarter Section line; thence North 0°39'40" East 1399.39 feet along a line parallel to and being 200.00 feet perpendicularly distant Westerly from the Quarter Section line; thence North 64°05'47" East 641.95 feet along a line perpendicular to the Westerly right-of-way line of the Oregon Short Line Railroad to a point on said Westerly Railroad right-of-way line; thence (South 26°12' East) South 25°54'13" East 2203.90 feet along said Westerly line of the Railroad right-of-way to the point of beginning.

EXCEPTING THEREFROM the following: A parcel of land in fee for the widening of the existing highway State Route 134 known as project No. SP-0134(2)11, being part of an entire tract of property, situated in the SW1/4SE1/4 and the SE1/4SE1/4 of Section 25, T.7N., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows: Beginning at the Southeast corner of said entire tract 43.14 feet perpendicularly distant northerly from the control line of said project at engineers station 49+08.38, which point is 1250.97 feet North 89°34'13" West and 48.10 feet North 25°54'13" West from the Southeast corner of said Section 25; and running thence North 89°53'56" West 1,060.01 feet along the Southerly boundary line of said entire tract to the Southwest corner of said entire tract, which corner is 37.01 feet perpendicularly distant Northerly from said control line; thence North 0°39'40" East 17.99 feet along the Westerly boundary line of said entire tract to a point 55.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 321.63 feet along a line parallel to said control line to a point 55.00 feet perpendicularly distant Northerly from said control line; thence North 49°20'28" East 52.89 feet to a point 89.76 feet perpendicularly distant northerly from said control line; thence South 89°42'31" East 40.49 feet to a point 89.86 feet perpendicularly distant Northerly from said control line; thence South 48°45'15" East 53.34 feet to a point 55.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 258.75 feet along a line parallel to said control line to a point 55.00 feet perpendicularly distant Northerly from said control line; thence North 53°53'50" East 50.39 feet to a point 85.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 40.95 feet to a point 85.00 feet perpendicularly distant Northerly from said control line; thence South 52°41'47" East 50.00 feet to a point 55.00 feet perpendicularly distant Northerly from said control line; thence South 89°34'05" East 231.51 feet to a point in the Easterly boundary line of said entire tract, which point is 55.00 feet perpendicularly distant Northerly from said control line; thence South 25°54'13" East 13.24 feet along said Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. (E#2078401)

EXCEPTING THEREFROM the following: A parcel of land in fee for the widening of the existing highway State Route 134 known as Project No. SP-0134(2)11, being part of an entire tract of property, situated in SW1/4SE1/4 and the SE1/4SE1/4 of Section 25, T.7N., R.2W., S.L.B. & M. The boundaries of said parcel of land are described as follows: Beginning at a point in the Easterly boundary line of said

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entire tract 55.00 feet perpendicularly distant Northerly from the control line of said project at engineers station 49+02.51, which point is 1,250.97 feet North 89°34'13" West and 61.34 feet North 25°54'13" West from the Southeast corner of said Section 25; and running thence North 89°34'05" West 11.16 feet along a line parallel to said control line to a point 55.00 feet perpendicularly distant Northerly from said control line; thence North 25°54'13" West 42.21 feet to a point 92.83 feet perpendicularly distant Northerly from said control line; thence North 64°06'18" East 10.00 feet to a point in the Easterly boundary line of said entire tract 97.26 feet perpendicularly distant Northerly from said control line; thence South 25°54'13" East 47.16 feet along said Easterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. (E#2078402)