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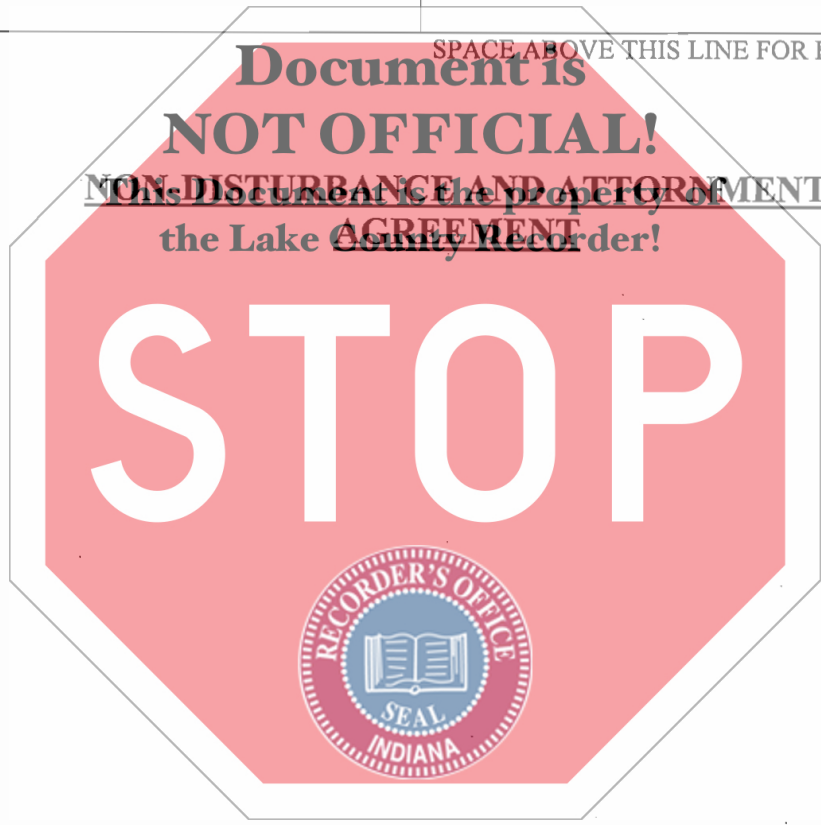
RECORDING REQUESTED BY
FIDELITY NATIONAL TITLE
AND WHEN RECORDED MAIL TO:
FIDELITY NATIONAL TITLE
ATTN: MICHELLE BURTON
1 E. WASHINGTON ST., SUITE 450
PHOENIX, AZ 85004

2019 026659

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2019 MAY -8 AM 9:45
MICHAEL B. BROWN
RECORDER

Escrow No.: Z1828571

SPACE ABOVE THIS LINE FOR RECORDER'S USE



RETURN TO
Chicago Title
Closer: PE
File No. CTJV1810075
AMOUNT \$ 25.00
CASH CHARGE
CHECK # 12186
OVERAGE
COPY
NON-CONF
DEPUTY dn3

After recording return to:

Kim Goff
KG Law, PLLC
601 Rustic Ridge Court
Southlake, Texas 76092

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between RARE HOSPITALITY INTERNATIONAL, INC., a Georgia corporation (“**Tenant**”), BELMONT BANK & TRUST COMPANY (“**Mortgagee**”), and JRG MUNSTER, LLC, an Illinois limited liability company (“**Landlord**”).

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WHEREAS, pursuant to that certain “Ground Lease Agreement” dated to be effective as of February 14, 2019 (the “**Lease**”), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, an approximately one and 10/100 (1.10) acre tract or parcel of land located in the City of Munster, County of Lake and State of Indiana, being more particularly described on Exhibit A attached hereto and depicted on Exhibit B attached hereto, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (collectively, the “**Premises**”);

WHEREAS, Mortgagee is the holder of a lien and encumbrance on the Premises as security for the obligation of Landlord pursuant to a document entitled Mortgage, recorded as Instrument No. 2018016798 in the official public records of Lake County, Indiana (the “**Mortgage**”); and

WHEREAS, the parties desire to acknowledge Tenant’s leasehold interest in and to the Premises, and its rights under the Lease, so long as Tenant is not in default under the Lease.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, Tenant, Mortgagee and Landlord hereby agree as follows:

1. Non-Disturbance. Mortgagee recognizes and agrees to honor all of Tenant’s rights under the Lease and all of Landlord’s obligations under the Lease, including, without limitation, the use and distribution of insurance and condemnation proceeds and Tenant’s ownership of and removal rights with respect to its personal property at the Premises. So long as Tenant is not in default past the applicable cure period in the performance of any of the terms of the Lease, Tenant’s

possession of the Premises and Tenant's rights and privileges under the Lease, including any renewal options, shall not be disturbed, diminished or interfered with by Mortgagee, Mortgagee shall continue to honor Landlord's obligations under the Lease and Tenant shall not be made a party defendant to any foreclosure proceeding.

2. **Attornment.** In the event Mortgagee succeeds to Landlord's interest under the Lease through foreclosure of the Mortgage, a deed in lieu of foreclosure or other means, Tenant shall be bound to Mortgagee (and Mortgagee to Tenant) under all of the terms of the Lease for the remainder of the term thereof with the same force and effect as if Mortgagee were the landlord named in the Lease, and Tenant shall attorn to Mortgagee as its landlord, such attornment to be effective and self-operative, without the execution of any further instruments, immediately upon Mortgagee succeeding to Landlord's interest under the Lease. Mortgagee agrees that Tenant shall be under no obligation to pay any Rent (as defined in the Lease) to Mortgagee until Mortgagee has succeeded to Landlord's interest under the Lease and has notified Tenant thereof in writing. The respective rights and obligations of Tenant and Mortgagee upon such attornment shall, for the remainder of the term of the Lease, be the same as now set forth in the Lease, it being the intention of the parties for this purpose to incorporate the Lease into this Agreement by reference with the same force and effect as if set forth at length herein.

3. **Landlord's Obligations.** In the event the Mortgage is foreclosed for any reason and Mortgagee succeeds to Landlord's interest under the Lease, Mortgagee shall be bound to Tenant under all of the terms of the Lease, and Tenant shall, from and after such event, have the same remedies against Mortgagee for the breach of any provision of the Lease that Tenant might have had under the Lease against Landlord. In no event shall Mortgagee be liable for any act or omission of Landlord, or be subject to any offsets or defenses which Tenant might have against Landlord, except for any acts or omissions or any offsets or defenses of which Mortgagee received notice prior to Mortgagee's succession to Landlord's interest under the Lease. Notwithstanding the foregoing, however, Tenant shall have the right to offset any unpaid portion of Landlord's Contribution against Rent pursuant to the applicable provisions of the Lease despite the fact that Mortgagee may not have received written notice of Landlord's failure to pay all or any portion of Landlord's Contribution to Tenant.

4. **Binding Effect.** The rights and obligations of Tenant and Mortgagee shall bind and inure to the benefit of their respective successors and assigns.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Tenant, Mortgagee and Landlord have signed this Agreement in the appropriate locations below to be effective as of the latest of the dates of their respective signatures below.

WITNESSES:

TENANT:

RARE HOSPITALITY INTERNATIONAL, INC.,
a Georgia corporation,

Kimberly Curtis
Name: Kimberly Curtis

By: [Signature]
Name: ROBERT T. RICKETS
Title: ASSOCIATE GENERAL COUNSEL

Natalie F. Colon
Name: Natalie F. Colon

Date: February 12, 2019



Robert Stupemer
Name: ROBERT STUPEMER

MORTGAGEE:
BELMONT BANK & TRUST COMPANY,
a _____
By: [Signature]
Name: Jose O. Torral
Title: SVP

Valentina Jakutis
Name: Valentina Jakutis

Date: 2-19-19

Monika Venslovaite
Name: Monika VENSLOVAITE

LANDLORD:
IRG MUNSTER, LLC,
an Illinois limited liability company,
By: [Signature]
Name: DEAN PAPADAKIS
Title: MEMBER

Agne Jaskevicius
Name: AGNE JASKEVICIUS

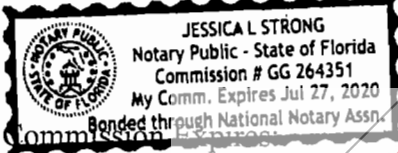
Date: 2-14-2019

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

This instrument was acknowledged before me on this 12th day of February, 2019, by Robert T. Picketts, Associate General Counsel of RARE Hospitality International, Inc., a Georgia corporation, on behalf of said entity. The individual whose name is subscribed to this instrument is personally known to me.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

STATE OF _____
COUNTY OF Cook

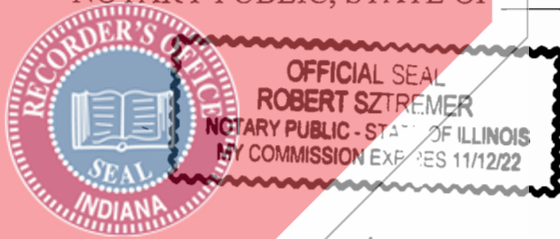
Document is NOT OFFICIAL!
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This instrument was acknowledged before me on this 19 day of February, 2019, by JOSE C. TORRES, SVP of Belmont Bank & Trust Company, a _____, on behalf of said entity. The individual whose name is subscribed to this instrument is personally known to me.

[Signature]
NOTARY PUBLIC, STATE OF IL

My Commission Expires: 11/12/22

STATE OF Illinois
COUNTY OF Cook



This instrument was acknowledged before me on this 14th day of February, 2019, by DEAN PAPADAKIS, MEMBER of JRG Munster, LLC, an Illinois limited liability company, on behalf of said entity. The individual whose name is subscribed to this instrument is personally known to me.

[Signature]
NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires: 10/30/21



LANDLORD'S ADDRESS:

JRG Munster LLC
Attn: Spiro Angelos
11900 Freeman Road
Huntley, Illinois 60142-8023

TENANT'S ADDRESS:

RARE Hospitality International, Inc.
c/o Darden Restaurants, Inc.
Attn: Property Law Administration Dept.
1000 Darden Center Drive
Orlando, FL 32837

MORTGAGEE'S ADDRESS:

Belmont Bank & Trust Company
8250 W. Belmont Avenue
Chicago, Illinois 60634

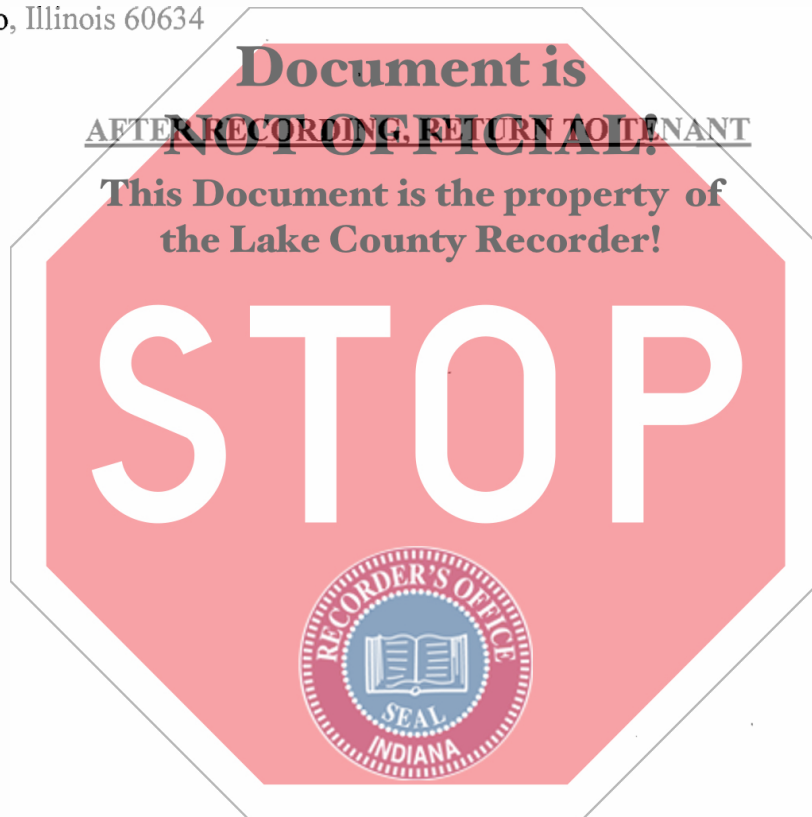


EXHIBIT A

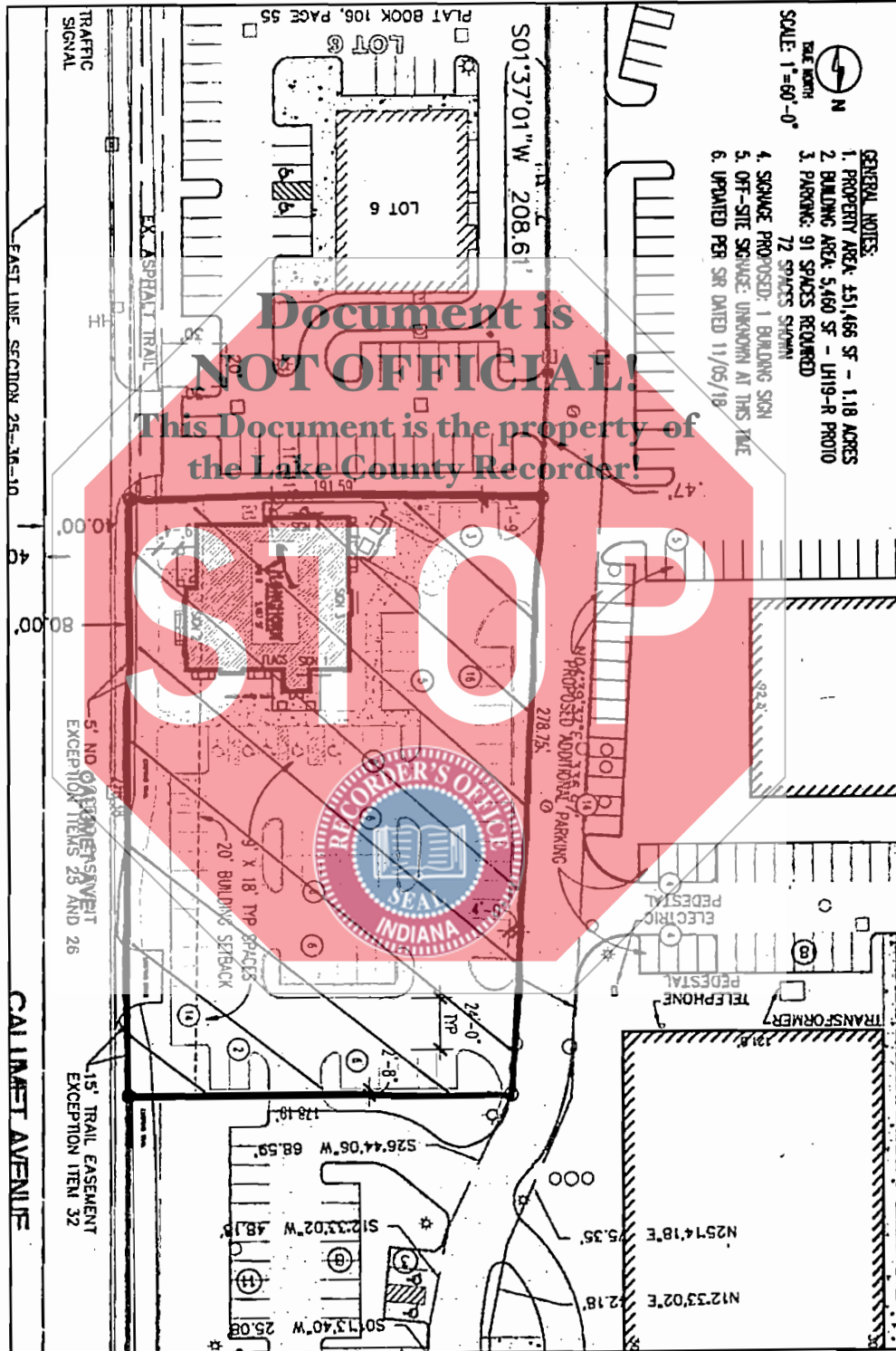
LEGAL DESCRIPTION OF THE PREMISES

Lot 7 in the Re-Subdivision of Lot 1 for the Lake Business Center Subdivision, as per plat thereof recorded in Plat Book 106, Page 55, as Instrument Number 2013-063067 in the Office of the Recorder of Lake County, Indiana.



EXHIBIT B

DEPICTION OF THE PREMISES



- GENERAL NOTES:**
1. PROPERTY AREA: 251,466 SF - 1.18 ACRES
 2. BUILDING AREA: 5,460 SF - LH19-R PROJ10
 3. PARKING: 91 SPACES REQUIRED
72 SPACES SHOWN
 4. SIGNAGE PROPOSED: 1 BUILDING SIGN
 5. OFF-SITE SIGNAGE: UNKNOWN AT THIS TIME
 6. UPDATED PER SR DATED 11/05/18
- DATE: 01/15/19
SCALE: 1"=50'-0"

CDS
 14901 Quorum Drive
 Suite 500
 Dallas, Texas 75224
 P: 972.228-4444
 F: 972.228-4044

Order to the
 Job No.
 C180454

Date
 01/15/19

Sheet No.
 SCHEDULE 4
 REV/1 01/23/19

Project
 LONGHORN
 SITE PLAN

MUNSTER, IN
 CALUMET AVE