

Prepared by and

GINA PIMENTAL
RECORDS

2021-046342

After recording return to:

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

8:33 AM 2021 Jul 21

RARE Hospitality International, Inc. =
c/o: Darden Restaurants, Inc.

Attn: Robert T. Ricketts
1000 Darden Center Drive
Orlando, FL 32837

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"), FIRST MERCHANTS BANK, an Indiana state chartered bank ("Mortgagee"), and LUKE LAND, LLC, an Indiana limited liability company, ("Landlord").

R E C I T A L S :

WHEREAS, pursuant to that certain "Ground Lease Agreement" dated to be effective as of April 7, 2021 (the "Lease"), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, an approximately sixty-five thousand one hundred seventy-six (65,176) square feet of land located in the Town of Schererville, 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 and Security Agreement dated April 2, 2021 and recorded on April 15, 2021 as Instrument No. 2021-032355 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

Handwritten notes and signature: "cc. 15210526" and a signature.

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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.

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]

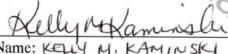
NOT AN OFFICIAL DOCUMENT


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.

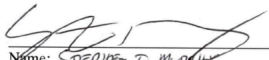
WITNESSES:



Name: Diane Kierstein


Name: Jonathan Saddle


Name: KELLY M. KAMINSKI



Name: CAROL CROWE


Name: STEPHEN T. MANDY


Name: DANIEL TORSMAN


TENANT:

RARE HOSPITALITY INTERNATIONAL, INC.,
a Georgia corporation,

By: 
Name: ROBERT T. RICKETTS
Title: VICE PRESIDENT - DEV. DIV.
Date: 6/18/21


MORTGAGEE:

FIRST MERCHANTS BANK,
an Indiana state chartered bank,

By: 
Name: Rene A. Marston
Title: VICE PRESIDENT
Date: 6-22-21

LANDLORD:

LUKE LAND, LLC,
an Indiana limited liability company,

By: 
Name: THOMAS M. COUSINS II
Title: MANAGING MEMBER
Date: 6-21-21

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

NOT AN OFFICIAL DOCUMENT

ACKNOWLEDGMENTS

STATE OF FLORIDA §
§
COUNTY OF ORANGE §

This instrument was acknowledged before me by means of physical presence on this 18th day of June, 2021, by Robert T. Ricketts, Vice President - Development Law of RARE HOSPITALITY INTERNATIONAL, INC., a Georgia corporation, on behalf of said corporation. The individual whose name is subscribed to this instrument is personally known to me.

Ivette Concepcion

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

9/3/2022

STATE OF IN §
§
COUNTY OF Lake §



This instrument was acknowledged before me on this 22nd day of June, 2021, by Tina M. Daugherty, Notary of Indiana, a Vice President, on behalf of said 1st Merchants Bank. The individual whose name is subscribed to this instrument is personally known to me.

Tina M. Daugherty

NOTARY PUBLIC, STATE OF Indiana

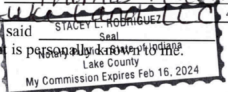
My Commission Expires:

2/16/24

STATE OF IN §
§
COUNTY OF Lake §



This instrument was acknowledged before me on this 21st day of Sept, 2021, by Thomas H. Collins II, managing member of Lake County, on behalf of said Stacey L. Rodriguez, a Seal, on behalf of said Stacey L. Rodriguez. The individual whose name is subscribed to this instrument is personally known to me.



Stacey L. Rodriguez

NOTARY PUBLIC, STATE OF IN

My Commission Expires:

2/16/24

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LANDLORD'S ADDRESS:

Luke Land, LLC
Attn: Thomas Collins, II
3952 N. Hobart Road
Hobart, IN 46342

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:

First Merchants Bank
707 Ridge Road
Munster, IN 46321

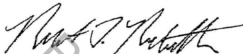
AFTER RECORDING, RETURN TO TENANT

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

Preparer's Affirmation Statement:

This instrument was prepared by Robert T. Ricketts, Esq. I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.



Printed Name: Robert T. Ricketts, Esq.

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

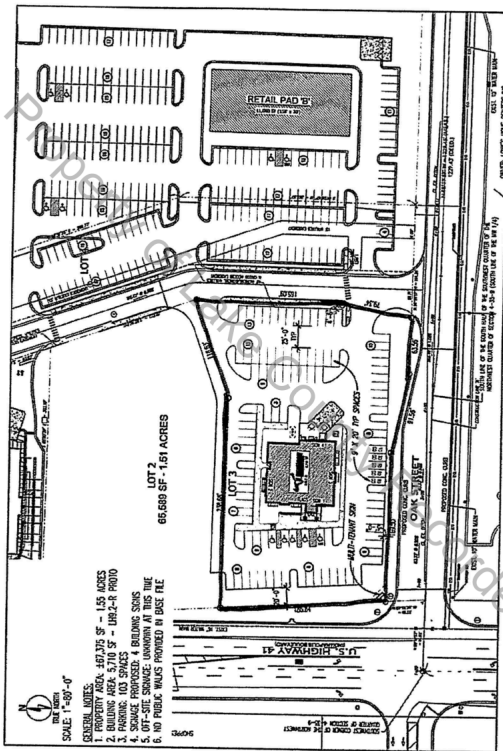
LOT 3 IN OAK DISTRICT DEVELOPMENT, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF SCHERERVILLE, INDIANA, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN LAKE COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE SAID SECTION 4, A DISTANCE OF 2886.66 FEET TO THE NORTHWEST CORNER OF LOWE'S SUBDIVISION, RECORDED IN PLAT BOOK 90, PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ALSO BEING THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF SAID LOWE'S SUBDIVISION, ALSO BEING THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, A DISTANCE OF 81.61 FEET; THENCE NORTH 03 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 45.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 186.85 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 348.19 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 47 SECONDS WEST, A DISTANCE OF 125.05 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 03 SECONDS WEST, A DISTANCE OF 79.36 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 63.56 FEET; THENCE NORTH 77 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 91.56 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 169.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH BENEFICIAL EASEMENTS SET FORTH IN THE PLAT OF OAK DISTRICT PHASE 1, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 114, PAGE 09 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

EXHIBIT B

DEPICTION OF THE PREMISES



GENERAL NOTES:
 1. TOTAL AREA - 467,375 SF - 1.56 ACRES
 2. BUILDING AREA - 510 SF - UNIT-R PHOTO
 3. PARKING: 103 SPACES
 4. SIGNAGE PROPOSED: 4 BILLBOARD SIGNS
 5. OFF-SITE SIGNAGE: UNKNOWN AT THIS TIME
 6. NO PUBLIC WALKS PROVIDED IN BASE FILE

LOT 2
 66,689 SF - 1.51 ACRES

SCALE: 1"=60'-0"

RT 41 & OAK ST
 SCHERERVILLE, IN

Project
LONGCHORN
 SITE PLAN

Order No.
SC006 6

Date
12/03/20

Job No.
C180402

14820 Gordon Drive
 Suite 3000
 Dallas Texas, 75264
 Fax: (972) 885-8884

CDS
 Consultant Development Services