

Non-Disturbance Agreement as to a Sublease

This Instrument Prepared By (and Return to):

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CONSENT, RECOGNITION, NON-DISTURBANCE & ATTORNMEN AGREEMENT

THIS RECOGNITION, NON-DISTURBANCE AND ATTORNMEN AGREEMENT (“**Agreement**”), made and entered into as of this ____ day of February 2024 (“**Effective Date**”), by and among **CAMERON MITCHELL RESTAURANTS, LLC**, an Ohio limited liability company (“**Sublessee**”), **THE CITY OF FORT LAUDERDALE, a Florida municipal corporation** (“**Lessor**”), and **LAS OLAS SMI, LLC**, a Delaware limited liability company (“**Sublessor**”).

A. Lessor, as Lessor, has entered into that certain Ground Lease Agreement with Sublessor, as Lessee, as amended by that certain First Amendment to Ground Lease Agreement, dated April 2, 2019, as further amended by that certain Second Amendment to Ground Lease Agreement, dated August 2, 2019, as further amended by that certain Third Amendment to Ground Lease Agreement, dated December 23, 2019, as further amended by that certain Fourth Amendment to Ground Lease Agreement, dated July 7, 2021 further amended by that certain Fifth Amendment to Ground Lease Agreement, dated October 1, 2021, that Letter Agreement dated _____, 2021 and as may be subsequently amended (collectively, the “**Lease**”) for all of the land described therein (the “**Premises**”);

B. Sublessee has entered into that certain Lease Agreement, dated February ____, 2024, with Sublessor, leasing and demising a portion of the Premises described therein (the “**Sublease**”);

C. Provided the Sublease has been approved by the City Manager of Lessor, Lessor is agreeable to consenting to the execution and delivery of the Sublease, and recognizing and not disturbing Sublessee’s tenancy and possession of the portion of the Premises covered by the Sublease (the “**Subleasehold Premises**” or “**Demised Premises**”), provided that Sublessee is not in default beyond all cure periods under the Sublease and Sublessee complies with the provisions of this Agreement and provided the term of the Sublease does not exceed the term of the Lease.

NOW THEREFORE, the parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct, and made a part of the agreement and understanding of Lessor, Sublessor, and Sublessee.
2. Consent. Lessor hereby consents to the execution, delivery, and effectiveness of the Sublease between Sublessor and Sublessee, pursuant to Section 14.2(a) of the Lease.
3. Notice of Default. At such time as Lessor sends any notice of default to Sublessor in respect of the Lease, Lessor shall simultaneously, in the manner provided for herein for giving of notices,

send a copy of such notice to Sublessee. Sublessee shall have the right (but not the obligation) to remedy or cause to be remedied any default which is the basis of a notice to Sublessor under the Lease so long as such remedy is completed within any notice, grace, or cure period provided under the Lease, and Lessor shall accept performance by Sublessee as performance by Sublessor.

4. Sublessee Not to Be Disturbed. So long as Sublessee is not in default under the Sublease (beyond any notice, grace, or cure period given to Sublessee by the terms of the Sublease applicable to such default), Lessor shall not, whether in the exercise of any of its rights under the Lease or otherwise, disturb, diminish, or interfere with Sublessee's tenancy, possession, rights of use of the Subleasehold Premises or deprive Sublessee of any right or privilege granted to or inuring to the benefit of Sublessee under the Sublease, provided the rental payments under the Sublease are paid to Lessor. For the avoidance of doubt, it is expressly stated that in connection with any effort made by Lessor to terminate the Lease, Sublessee shall not be made a party in any removal or eviction proceeding or evicted or removed from the Subleasehold Premises and to this end, the Sublease and Sublessee's rights under the Sublease shall continue in full force and effect and Lessor shall recognize the validity of the Sublease.

5. Sublessee to Attorn to Lessor. Notwithstanding anything to the contrary contained in the Lease, in the event of (a) a termination or cancellation of the Lease for any reason, (b) the surrender of the Lease, whether voluntary, involuntary or by operation of law, or (c) the rejection of the Lease in any bankruptcy proceeding, Lessor shall recognize and keep in effect the Sublease, and the Sublease shall continue in full force and effect as a direct lease between Sublessee and Lessor, without the necessity of executing a new lease. In such event, Lessor shall succeed to the interest of Sublessor under the Sublease and Sublessee shall attorn to Lessor, and Lessor shall recognize Sublessee as its tenant under the Sublease and shall succeed to the rights and duties of Lessee under the Sublease (subject to the terms of this Agreement), in each case to be effective and self-operative without the execution of any further instruments. Notwithstanding the foregoing, upon the request of either Lessor or Sublessee, the other party shall promptly execute and deliver a commercially reasonable instrument in recordable form (an "**Attornment and Recognition Agreement**") that (i) evidences the foregoing attornment by Sublessee to Lessor, and (ii) evidences the recognition of the Sublease as a direct lease between Lessor and Sublessee or at the option of the Lessor (which may be exercised at any time thereafter), the Lessor may enter into a new lease for the Subleased Premises on the same terms as the Lease as a primary lease between the Lessor and a new third party sublessor ("**Third Party Sublessor**") and the Lessor will assign its interest in the Sublease to the Third Party Sublessor, whereupon the Sublease shall again be deemed to be a Sublease between Sublessee and the Third Party Sublessor (who will be the tenant of the primary lease between Lessor and such Third Party Sublessor) and the new Non-Disturbance Agreements shall be executed by Lessor, Third Party Sublessor and Sublessee on the same terms and conditions set forth in this Agreement. Notwithstanding any termination of the Lease, the terms of the Lease shall remain applicable to the extent they are incorporated into the terms of the Sublease.

6. Attornment/Remedies. If Lessor, or its successors and assigns, shall succeed to the interest of Sublessor under the Sublease, Lessor, or its successors and assigns, shall be bound to Sublessee under all of the terms, covenants and conditions of the Sublease, and Sublessee shall, from and after such succession by Lessor to the interest of Sublessor under the Sublease, have the same remedies against Lessor, or its successors and assigns, for the breach of any agreement, obligation, covenant, or duty contained in the Sublease that Sublessee might have had under the Sublease against Sublessor, as if Lessor had been the original sublessor under the Sublease provided however, notwithstanding anything in the Sublease or in this Agreement to the contrary, Lessor, its successors and assigns, shall not be:

(a) bound by any rent which Sublessee might have paid for more than the current month or any security deposit paid to the Sublessor or any rent abatement or waiver of payment of rent by Sublessor; or

(b) bound by any obligation on the part of the Sublessor to complete capital improvements or landlord improvements including matters described in the work letter or to provide funds for tenant allowance for improvements; or

(c) bound by any provisions that allows for attachment of the interest of the Lessor in the Premises, it being understood that property owned by a municipality cannot be attached or a lien placed thereon; or

(d) without limiting the foregoing paragraphs 4(a) through (c) above, be liable for any indemnity made by Sublessor including without limitation any hazardous and toxic substances and materials; or

(e) liable for any indemnities of the Sublessor under the Sublease which indemnities occurred prior to the date Lessor succeeded to the interest of Sublessor under the Sublease ; provided, however, that except as otherwise expressly provided in this Agreement, Lessor shall be obligated for all indemnity obligations of the Sublessor under the Sublease to be performed from and after the date the Lease was terminated and Lessor succeeded to the interest of Sublessor under the Sublease or

(f) bound by any waiver of its sovereign immunity, it being agreed by Sublessee that Lessor retains or is covered by said immunity to the full extent provided by applicable law; or,

(g) liable for any act or omission of Sublessor (or its members, officers, managers, employees, contractors, or agents) that occurred prior to the date of default under the Lease (and additionally, Sublessee agrees that any such act or omission is not a defense or excuse to Sublessee's continued performance under the Sublease); provided, however, that except as otherwise expressly provided in this Agreement, Lessor shall be obligated for all obligations of the Sublessor under the Sublease to be performed from and after the date the Lease was terminated and Lessor succeeded to the interest of Sublessor under the Sublease; or,

(h) liable for Sublessor's breach of any agreement or covenant or duty contained in the Sublease which occurred prior to the date of default under the Lease and the Lessor succeeded to the interest of the Sublessor (and additionally, Sublessee agrees that no such breach is a defense or excuse to its continued performance under the Sublease); provided, however, that except as otherwise expressly provided in this Agreement Lessor shall be obligated for all obligations of the Sublessor under the Sublease to be performed from and after the date the Lease was terminated and Lessor succeeded to the interest of Sublessor under the Sublease. Further, Lessor shall not be liable to either party, including any investors or REITS for violation of any state, federal or local tax laws.

Should Lessor, or its successor or assigns, succeed to the interest of Sublessor under the Sublease, the Lessor, or its successors or assigns, agrees to give Sublessee written notice that it has succeeded to the interest of Sublessor under the Sublease; however, until Sublessee receives such written notice, Sublessee may continue to pay rent, additional rent or other sums under the Sublease, and shall comply with the other terms, covenants or conditions of the Sublease.

7. Modification. Sublessor and Sublessee, without the prior written consent of the Lessor as set forth in the Lease, shall not amend or modify the Sublease in any material manner which would be binding upon the Lessor if such Sublease became a direct lease with Lessor.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns, and without limiting such, it is expressly understood that all references herein to Lessor shall be deemed to include also any subsequent Lessor.

9. Representation and Warranty. Sublessor and Sublessee represent and warrant that Sublessee is not an Affiliate (as defined in the Lease) of the Sublessor as of the Effective Date.

10. Notices. All notices, and other communications pursuant to the provisions of this Agreement shall be given in writing and shall be sent by registered or certified mail by depositing the same in the United States Mail in the continental United States, postage prepaid, or by hand delivery or by overnight courier. Any such notice mailed as provided hereunder shall be deemed effective and served as of the date of the mailing. Any notice given by hand delivery or overnight courier shall be deemed to have been given upon receipt. Either party shall have the right, by giving written notice to the other, to change the address as which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

As to Lessor:

City of Fort Lauderdale, Florida
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Attn: City Manager

With a copy to:

City of Fort Lauderdale, Florida
1 East Broward Blvd, Suite 1605
Fort Lauderdale, FL 33301
Attn: City Attorney

As to Sublessor:

Las Olas SMI, LLC
17330 Preston Road
Suite 100C
Dallas, TX 75252
Attention: President

With a copy to:

Las Olas SMI, LLC
17330 Preston Road
Suite 100C
Dallas, TX 75252
Attention: General Counsel

As to Sublessee:

Cameron Mitchell Restaurants, LLC
390 W. Nationwide Blvd.,

Suite 300,
Columbus, Ohio 43215
Attention: Kerry Boyle, Vice President & General Counsel

11. Public Records Requests. Sublessor and Sublessee acknowledge and understand that Lessor is a public entity and subject to “government in the sunshine” laws and unless exempt, the Sublease and this Agreement are subject to disclosure. Nothing herein shall be binding on Lessor in the exercise of its regulatory and police powers. Sublessee claims that all or a portion of the Sublease is exempt from public records disclosure under Florida’s “government in the sunshine” laws. If a request for disclosure of the Sublease is made to the Lessor, Lessor shall make best efforts to give Sublessee written notice of such request within seven (7) days after City’s receipt of such request. If the exemption claimed by Sublessee is challenged or protested by any party, then Sublessee shall forever fully indemnify the Lessor and agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, public officials, employees and agents from and against any and all losses, fines, penalties, damages, settlements, claims, costs, charges or other expenses, or liabilities of every and any kind including attorney’s fees and expenses through the appellate level and during bankruptcy, and any and all such other claims, suits, or other actions relating to an actual or alleged violation of any applicable statute, state constitution, city charter, ordinance, administrative order, rule or regulation, or decree of any court relating to this claim of exemption from public records disclosure. This indemnity shall not supersede or replace any indemnities in the Sublease. The Sublessee further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, challenges or protest, at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, challenge or protest is groundless, false or fraudulent. However, the Lessor reserves the right to select counsel of its own choosing.

[Signatures follow immediately on next page]

LESSOR:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida

By: _____
Print Name: _____ Dean J. Trantalis, Mayor
Print Address: _____
Date: _____

Print Name: _____
Print Address: _____

By: _____
Print Name: _____ Greg Chavarria, City Manager
Print Address: _____
Date: _____

Print Name: _____
Print Address: _____

Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

ATTEST:

David R. Soloman, City Clerk

Lynn Solomon, Asst. City Attorney

Date: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of [select one] physical presence or online notarization this ____ day of _____, 2024, by Dean J. Trantalis, as Mayor of **CITY OF FORT LAUDERDALE**, a municipal corporation, on behalf of the corporation. He is [select one]:

- personally known to me;
- or
- produced a valid driver's license as identification.

(AFFIX NOTARY SEAL)

Notary Public - (Signature)
Print Name _____
My Commission Expires: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of *[select one]* physical presence or online notarization this ____ day of _____, 2024, by Greg Chavarria, as City Manager of **CITY OF FORT LAUDERDALE**, a municipal corporation, on behalf of the corporation. He is *[select one]*:

- personally known to me;
- or
- produced a valid driver’s license as identification.

(AFFIX NOTARY SEAL)

Notary Public - (Signature)
Print Name _____
My Commission Expires: _____

SUBLESSEE:

CAMERON MITCHELL RESTAURANTS, LLC, an Ohio limited liability company

_____	By: _____
Print Name: _____	Name: _____
	Title: _____
_____	Date: _____
Print Name: _____	

STATE OF _____)
) SS:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of *[select one]* physical presence or online notarization this ____ day of _____, 2024, by _____, as _____ of **CAMERON MITCHELL RESTAURANTS, LLC**, an Ohio limited liability company, on behalf of the company. He/She is *[select one]*:

- personally known to me;
- or
- produced a valid driver’s license as identification.

(AFFIX NOTARY SEAL)

 Notary Public - (Signature)
 Print Name _____
 My Commission Expires: _____

EXHIBIT "A"