

This instrument prepared by or under the supervision of (and after recording should be returned to):

Akerman LLP
One Southeast Third Avenue, 25th Floor
Miami, FL 33131
Attention: Sue Zabloudil, Esq.

(Space Above Reserved for Clerk of Court)

GROUND LEASE NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made as of the 14th day of October, 2015, by and between the CITY OF NORTH MIAMI, FLORIDA, a municipal corporation of the State of Florida, whose address is 776 N.E. 125th Street, North Miami, Florida 33161 ("**Landlord**") and WARREN HENRY AUTOMOBILES, INC., a Florida corporation, having its principal office at 20860 NW 2nd Avenue, Miami, Florida 33169 ("**Subtenant**").

- A. Landlord is lessor under that certain lease (the "**Ground Lease**") with OLETA PARTNERS LLC, a Delaware limited liability company ("**Tenant**"), as lessee, dated as of May 29, 2012, as amended by that certain First Amendment to Lease, dated as of June 21, 2012, that certain Second Amendment to Lease, dated as of July 31, 2012, that certain Third Amendment to Lease, dated as of May 2, 2014, and that certain Fourth Amendment to Lease, dated March 2, 2015, which demises certain real property (the "**Premises**") located in North Miami, Florida. A Memorandum of Ground Lease regarding the Ground Lease was recorded in Book 28238 at Page 3247 of the Public Records of Miami-Dade County, Florida.
- B. Tenant subleased a part of its lessee's interest under the Ground Lease to WARREN HENRY AUTOMOBILES, INC., a Florida corporation ("**Subtenant**"), pursuant to that certain Sublease (the "**Sublease**") dated as of June 4, 2015, which portion (the "**Subleased Premises**") is more particularly described on **Exhibit "A"** attached hereto and made a part hereof for an initial term of 25 years (commencing as provided in the Sublease), with seven (7) options to renew thereafter, the first six (6) renewal terms are for 25 years each, and the seventh (7th) is for the length of time that is remaining under the Ground Lease, as same may be extended.

NOW, THEREFORE, it is agreed as follows:

- 1. For so long as Subtenant is not in default of any of its obligations under the Sublease beyond any applicable notice and cure periods as would permit Tenant to re-enter the Subleased Premises and/or terminate the Sublease, Landlord shall not disturb or

deprive Subtenant in or of its possession or its rights to possession of the Subleased Premises or of any right or privilege granted to or inuring to the benefit of Subtenant under the Sublease, subject to the provisions of this Agreement, nor will Landlord bring any action against Subtenant to accomplish same.

2. If the Ground Lease terminates for any reason other than on its natural expiration date at 11:59 p.m. on July 31, 2111 (the "Initial Term") (or 99 years after the expiration of the Initial Term, once the automatic renewal takes place), and provided Subtenant attorns to Landlord (in each case, subject to the rights of Leasehold Mortgagees under the Ground Lease), the Sublease shall continue in full force and effect, notwithstanding such termination of the Ground Lease, as a direct space lease between Landlord and Subtenant for the remainder of the term of the Sublease, without the necessity of executing a new space lease, and on the same terms and conditions as are in effect under the Sublease immediately preceding the termination of the Ground Lease; provided, however, that the Sublease contains substantially the following provision, and by executing its Sublease, each Subtenant shall be deemed to have agreed to these provisions, which reflect the definitions in this Lease:

All terms, covenants, and provisions of this Sublease and all rights, remedies, and options of Subtenant under this Sublease are and shall at all times remain fully subject and subordinate in all respects to the Lease. If the Lease and the Leasehold Estate terminate, then this Sublease shall remain in effect as a direct lease between Landlord and Subtenant; provided, however, that Landlord shall not be: (i) liable for any act or omission of a prior landlord (including Tenant); or (ii) subject to any offsets, defenses or deficiencies that Subtenant might have against any prior landlord (including Tenant); or (iii) liable to Tenant for any deposit, rental security or any other sums deposited with the original or any prior landlord under the Lease and not delivered to Landlord; or (iv) bound by any rent or additional rent which Subtenant might have paid in advance to any prior landlord (including Tenant) for a period in excess of one month; or (v) bound by any amendment, modification, assignment or termination of a direct Sublease from Tenant made without the written consent of Landlord if at the time of the execution thereof an Event of Default, as defined in the [Ground] Lease (and the recorded Memorandum thereof), existed; or (vi) obligated or liable with respect to any representations, warranties or indemnities contained in the Sublease, including without limitation relating to work performed by any prior landlord under the Sublease; or (vii) liable to Subtenant or any other party for any conflict between the provisions of the Sublease and the provisions of any other lease affecting the Premises which is not entered into by Landlord; or (viii) obligated to construct any improvements to be constructed by Tenant under the Sublease including without limitation tenant improvements; or (ix) be obligated for the restoration of the Premises, Subleased Premises, or any other improvements on or benefiting the Subleased Premises in the event of any casualty or taking of any part of the Subleased Premises under power of eminent domain beyond any insurance or condemnation

proceeds received in connection with such casualty or taking, provided however that Subtenant may offset from base rent payments currently due under the Sublease up to, but not in excess of, fifty percent (50%) of the excess of such Sublease base rents over the rents payable under this Lease that are allocable to the Sublease (as determined by a just and proportional allocation) against the costs and expenses incurred by Subtenant which Subtenant would have been able to recover from Tenant under the Sublease for Tenant construction obligations necessary for Subtenant to open for business and operate in the Subleased Premises. Any such offset will be applied proportionately in rental payments due under the Sublease until such offset amount is recovered by Subtenant in full. In that event, Subtenant shall attorn to Landlord and recognize Landlord as Subtenant's direct landlord under this Sublease. Subtenant shall execute and deliver, at any time and from time to time, upon the request of Landlord, any instrument necessary or appropriate to evidence such attornment. The Lease provides Landlord with certain audit rights. Landlord shall have the right to request and each Subtenant under a direct Sublease with Tenant shall provide certified estoppel information in connection with any audit. All Subleases are subject to audit on reasonable notice by Landlord's outside legal counsel and real estate consultant to verify terms, but the audit shall be performed in a way that protects the terms of the Subleases from public disclosure, as the terms of the Subleases are confidential and sensitive and public disclosure is not desirable and would be prejudicial to the parties to the Subleases"

3. If the Ground Lease terminates for any reason, Landlord shall recognize the rights and protections of any Subleasehold Mortgagee (as defined in the Ground Lease) holding a mortgage or other lien encumbering the Sublease as provided in Section 19 of the Ground Lease to the extent they are timely asserted by such Subleasehold Mortgagee. The terms of Section 19 of the Ground Lease are hereby ratified and confirmed by Landlord and incorporated herein by reference for the benefit of any Subleasehold Mortgagee now or hereafter holding a mortgage or other lien encumbering the Sublease. This Section 3 shall not be modified, amended or deleted without the prior written consent of any Subleasehold Mortgagee then holding a mortgage or other lien encumbering the Sublease. Any Subleasehold Mortgagee now or hereafter holding a mortgage or other lien encumbering the Sublease shall be a third party beneficiary of this Section 3.
4. Any notices, consents, approvals, submissions, demands or other communications (hereinafter collectively referred to as "**Notice**") given under this Agreement shall be in writing. Unless otherwise required by law or governmental regulation, Notices shall be deemed given if sent by registered or certified mail, return receipt requested, postage prepaid (a) to Landlord, at the address of Landlord as hereinabove set forth or such other address as Landlord may designate by Notice to the other parties hereto, (b) to Subtenant, then in duplicate under separate cover, one copy to Warren Henry Automobiles, Inc., 20860 NW 2nd Avenue, Miami, Florida 33169, Attention: Warren

Henry Zinn, President and Erik Day, Chief Financial Officer and one copy to Akerman LLP, One Southeast Third Avenue, 25th Floor, Miami, FL 33131, Attention: Sue Zabloudil, Esq. and John B. Wood, Esq., or such other addresses or persons as Subtenant may designate by Notice to the other parties hereto. Delivery by nationally recognized overnight courier service or by hand delivery, with all charges prepaid, may be substituted for registered or certified mail. All Notices shall be deemed served or given on the date received (as evidenced by the return receipt or courier's receipt for delivery) or the date delivery was refused or unavailable due to an unnoticed change of address.

5. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and subleases.
6. No inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Agreement. The parties have both participated substantially in its negotiation, drafting, and revision, with advice from counsel and other advisers. A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Lease. The words "include" and "including" shall be construed to be followed by the words: "without limitation."
7. This Agreement shall be governed by the internal law (and not the law of conflicts) of the State of Florida. The parties hereto agree that any suit brought to enforce this Agreement shall be brought in Miami-Dade County, Florida, in the courts of the State of Florida or in the United States District Court for the Southern District of Florida, and, by execution and delivery of this Agreement, each of the parties to this Agreement hereby irrevocably accepts and waives all objection to, the exclusive jurisdiction of the aforesaid courts in connection with any suit brought to enforce this Agreement.

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EXHIBIT A

[Legal description of Subleased Premises to be inserted once Survey is delivered]

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