

Memo of Lease Page 1 of 5
 Russell Shirts Washington County Recorder
 06/28/2017 10:41:57 AM Fee \$18.00 By
 METRO NATIONAL TITLE

This instrument was prepared by
 Taran J. Chandran
 FisherBroyles, LLP
 4505 North Lincoln Avenue
 Chicago, IL 60625

After recording return to:
 Red Lobster Hospitality LLC
 c/o Red Lobster Seafood Co., LLC
 450 S. Orange Avenue, Suite 800
 Orlando, Florida 32801-3383

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is made and entered into as of June 26, 2017 by and between BER REAL ESTATE INVESTMENTS IV, LLC, a Delaware limited liability company ("Lessor") whose mailing address is One Embarcadero Center, 39th Floor, San Francisco 94111 and RED LOBSTER HOSPITALITY LLC, a Delaware limited liability company ("Lessee") whose mailing address c/o Red Lobster Seafood Co., LLC, 450 S. Orange Avenue, Suite 800, Orlando, Florida 32801-3383 who agree as follows:

1. The name of the lessor is BER REAL ESTATE INVESTMENTS IV, LLC, a Delaware limited liability company.
2. The name of the lessee is RED LOBSTER HOSPITALITY LLC, a Delaware limited liability company.

3. Lessor and Lessee have entered into a certain lease dated June 26, 2017, as the same may be amended from time to time (the "Lease"), for that certain real property lying, being and situated in Washington County, UT more particularly described on Exhibit "A" attached hereto and incorporated hereby, together with the buildings, improvements and appurtenances thereto belonging (collectively, the "Premises"), commonly known as:

263 North Red Cliffs Drive, Saint George UT 84790

for an initial term commencing on the date hereof and expiring on July 31, 2039. Tenant has four (4), five (5) year options to extend the term of the Lease, as more particularly set forth in the Lease.

4. Notice is hereby given that Lessor shall not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding any of the Premises through or under Lessee, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Lessor in and to any of the Premises.

5. Notice is hereby given that a new lease with a leasehold mortgage is permissible and will be prior and senior in lien and priority to any matter encumbering Lessor's fee interest in the Premises to the same extent as the original lease.

6. This Memorandum is prepared for the purpose of recordation and does not modify the provisions of the Lease. The Lease is incorporated herein by reference. If there are any conflicts between the Lease and this Memorandum, the provisions of the Lease shall prevail.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, Lessor and Lessee have entered into this Memorandum as of the date first above written.

WITNESSES:

By: [Signature]
Name: Julio Thurston

By: [Signature]
Name: Laura Cabezas

LESSOR:

BER REAL ESTATE INVESTMENTS IV, LLC,
a Delaware limited liability company

By: [Signature]
Name: Joshua Cohen
Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) §
COUNTY OF SAN FRANCISCO)

On June 20, 2017, before me, Kyle Devin Eisenberg, Notary Public, personally appeared Joshua Cohen who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct


WITNESS my hand and official seal.

[Signature]
Signature of Notary



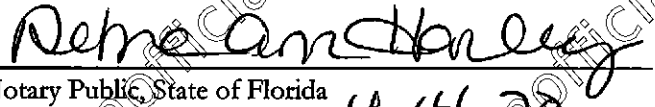
LESSEE:

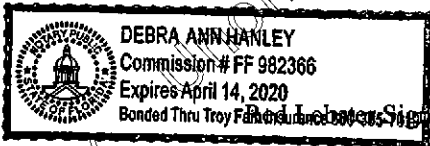
RED LOBSTER HOSPITALITY LLC,
a Delaware limited liability company

By: 
Name: Horace G. Dawson, III
Title: Vice President and Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 20th day of June, 2017, by Horace G. Dawson, III, as Vice President and Secretary of Red Lobster Hospitality LLC, a Delaware limited liability company, on behalf of said limited liability company. He is personally known to me.


Notary Public, State of Florida
My Commission Expires: 4.14.20



Signature Page To Memorandum of Lease

EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

Commencing at the South Quarter (South 1/4) Corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian; and running thence North 89°24'28" East 1255.06 feet along the Section line and North 00°00'00" East 584.89 feet to the Point of Beginning of Parcel No. 3; and running thence North 00°00'00" East 210.33 feet; thence South 90°00'00" East 173.68 feet to a point on the West right-of-way line of a frontage road known as Red Cliffs Drive; thence along said Red Cliffs Drive South 00°03'52" West 210.33 feet; thence departing said Red Cliffs Drive North 90°00'00" West 173.44 feet to the Point of Beginning.

Parcel 1A:

Together with the beneficial interest created in that certain Declaration of Restrictions and Grant of Easements recorded August 12, 1994, as Entry No. 475737, in Book 842, at Pages 292-324 of Official Records.

Parcel 1B:

Together with the beneficial interest created that certain Declaration of Easements, Covenants and Restrictions recorded January 26, 1996 as Entry No. 521557, in Book 968, at Pages 717-728 of Official Records.