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 Book - 10035 Pg - 8959-8969
 Gary W. Ott
 Recorder, Salt Lake County, UT
 MOUNTAIN VIEW TITLE & ESCROW
 BY: eCASH, DEPUTY - EF 11 P.

This instrument prepared by and
 After recording return to:
 Nancy B. Pinkham, Esq
 Darden Restaurants, Inc.
 1000 Darden Center Dr.
 Orlando, FL 32837

112895

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE (this "Memorandum") is made and entered into by and between PDC Community Centers L.L.C., a Delaware limited liability company (hereinafter referred to as "Landlord"), and RARE HOSPITALITY MANAGEMENT, INC., a Delaware corporation (hereinafter referred to as "Tenant").

R E C I T A L S :

WHEREAS, by that certain "Ground SubLease Agreement" dated to be effective as of May 23, 2012 (the "Lease"), by and between Landlord and Tenant, Landlord subleased to Tenant, and Tenant subleased from Landlord, a certain approximate 13,751 square foot tract or parcel of land known as "Space No. 00102" at the Shopping Center (as hereinafter defined), as more particularly described on Exhibit A attached hereto and made a part hereof and depicted on Exhibit A-2 attached hereto and made a part hereof, together with any improvements constructed or to be constructed thereon and the non-exclusive use of all rights, privileges, easements and appurtenances belonging or in any way pertaining thereto (hereinafter collectively referred to as the "Demised Premises");

WHEREAS, the Demised Premises are situated within and constitute a part of a certain retail shopping center located in the City of Midvale, Salt Lake County, Utah, that is locally known as the "Fort Union Food Park" (hereinafter referred to as the "Shopping Center");

WHEREAS, the tract(s) or parcel(s) of land which comprise the Shopping Center are more particularly described on Exhibit A-1 attached hereto and made a part hereof and the approximate boundaries and location of the Demised Premises are shown on the site plan of the Shopping Center, which is attached hereto and made a part hereof as Exhibit B (hereinafter referred to as the "Shopping Center Site Plan"); and

WHEREAS, Landlord and Tenant desire to disclose to the general public their respective interests in and to the Lease, the Demised Premises and the Shopping Center, and certain obligations under the Lease, by recording this Memorandum in the Official Public Records Real Property of Salt Lake County, Utah.

A G R E E M E N T S :

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Lease, Landlord and Tenant hereby covenant and agree as follows:

1. The Initial Term (as defined in the Lease) of the Lease is ten (10) Lease Years (as defined in the Lease), commencing on the Rent Commencement Date (as defined in the Lease). The Term (as defined in the Lease) of the Lease will expire on the last day of the last Lease Year of the Initial

Midvale, UT

Term or, if applicable, of the last duly-exercised Renewal Term (as hereinafter defined), all as more specifically provided in the Lease.

2. Tenant has the right and option to renew and extend the Term for four (4) additional periods of five (5) Lease Years each (hereinafter singly referred to as a "Renewal Term").

3. In conjunction with the leasing of the Demised Premises, Landlord granted to Tenant and to Tenant's licensees, employees, agents, customers and invitees, for the benefit of each grantee for the Term, the non-exclusive right, privilege and easement to use the Tenant Maintenance Area and ring roads, access roads, drive aisles and parking areas in the Shopping Center as they exist from time to time (subject to Tenant's rights related to the Tenant Maintenance Area – as hereinafter defined) and currently as shown on the Shopping Center Site Plan (Exhibit B and Exhibit B-1 hereto) for (a) pedestrian and vehicular ingress and egress to and from the Demised Premises to the public streets to which such ring roads, access roads, drive aisles and parking areas connect, and to other parts of the Shopping Center, and (b) parking on such parking areas, all in common with the grantor and the other tenants, concessionaires and licensees of the Demised Premises and the Shopping Center and the respective officers, employees, agents and invitees of each, without payment of any fee or other charge being made therefore (except as may be specifically set forth in the Lease), together with (x) if Tenant obtains a permit and all required governmental approvals to install its sign panels and maintain the Pylon Sign (as defined in the Lease), an exclusive easement on the Pylon Sign Easement Area in the approximate location depicted on Exhibit B hereto and (y) non-exclusive easements to connect to and use the utility lines in the Shopping Center that serve the Demised Premises.

4. During the Term, Landlord shall not make any material modifications, including the addition of buildings, curb cuts or drive entries, to the area shown cross-hatched and labeled as the "Tenant Maintenance Area" on Exhibit B-1 attached hereto and made a part hereof without Tenant's prior written consent, which consent may be withheld if Tenant reasonably believes that such modifications will have a material adverse impact on the access to, the visibility of Tenant's building or signage, or parking for the Demised Premises.

5. During the Term, provided that Tenant is constructing or operating a "LongHorn Steakhouse" restaurant on the Demised Premises, Landlord will not permit (unless Landlord's permission may not be legally withheld) any space in the Shopping Center to be used or conveyed for use as a full-service, sit-down restaurant featuring or specializing in the sale, at retail, of steaks (hereinafter referred to as the "Exclusive Use"). For purposes of this paragraph, "featuring or specializing" means that steaks comprise, or will comprise, twenty-five percent (25%) or more of the appetizer and entrée menu items at the subject restaurant. The foregoing restriction will not be applicable to (a) any holder of a possessory interest within the Shopping Center as of the Effective Date whose vesting instrument (i.e., deed or lease) permits the Exclusive Use and/or does not require Landlord's consent prior to any change in such holder's use of its space to the Exclusive Use, which interest may be renewed, extended, assigned or sublet, (b) the sale of unprepared food items intended for off-premises consumption, (c) any "anchor" occupant of more than fifteen thousand (15,000) square feet of space in the Shopping Center, (d) any "food court" occupant of less than three thousand (3,000) square feet of space within the enclosed mall, if any, (e) any "fast casual" or "fast food" restaurant. The foregoing restriction will run with the land. For purposes of this paragraph, temporary closures of Tenant's business in accordance with the terms and conditions of this Lease will not be deemed a failure to be operating.

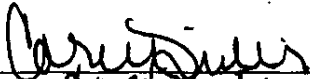
6. During the Term, Landlord will not permit (unless Landlord's permission may not be legally withheld) any space in the Shopping Center to be used for: a bowling alley (unless the same is to be located within the enclosed mall and is incidental to another use like a "Dave & Buster's"); a bar or nightclub (exclusive of any bar that is part of or incidental to a restaurant); a circus, carnival or amusement park (except for temporary uses that will not exceed two (2) consecutive weeks in duration and that will take place outside of the Tenant Maintenance Area and only in the southern or eastern quadrants of the Shopping Center); the sale or display of pornographic materials or services of any kind; or a massage parlor (except for legitimate, therapeutic massage businesses like "Massage Envy") (hereinafter collectively referred to as the "Prohibited Uses"). The foregoing restriction will not be


applicable to any holder of a possessory interest within the Shopping Center as of the Effective Date whose vesting instrument (i.e., deed or lease) permits any of the Prohibited Uses and/or does not require Landlord's consent prior to any change in such holder's use of its space to one (or more) of the Prohibited Uses, which interest may be renewed, extended, assigned or sublet. The foregoing restriction will run with the land.


7. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.


IN WITNESS WHEREOF, both Landlord and Tenant have signed this Memorandum in the appropriate locations below to be effective as of the effective date of the Lease.

WITNESSES:


Name: Carol Sweeney

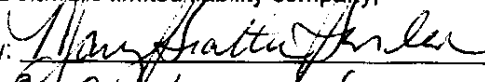

Name: ANTHONY C. DOBBINS


Name: Annette Pirzadian


Name: Sonia Sadler Edwards

LANDLORD:

PDC COMMUNITY CENTERS L.L.C.,
a Delaware limited liability company,


By: 
Its: Administrative Signature

By: _____
Name: _____
Title: _____

Date: _____

TENANT:

RARE HOSPITALITY MANAGEMENT, INC.,
a Delaware corporation,

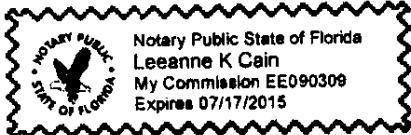
By: 
Name: Nancy B. Pinkham
Title: Associate Counsel
Development Law Attorney
Date: 7/9/12

STATE OF FLORIDA

§
§
§

COUNTY OF ORANGE

This instrument was acknowledged before me on this 9th day of July, 2012, by NANCY B. PINKHAM, Associate Counsel of RARE HOSPITALITY MANAGEMENT, INC., a Delaware corporation, on behalf of said corporation. The individual whose name is subscribed to this instrument is personally known to me.



Leeanne K. Cain
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:

7-17-15

LANDLORD'S ADDRESS:

PDC Community Centers L.L.C.
c/o General Growth Properties, Inc.
Attn: Law/Lease Administration Dept.
110 North Wacker Drive
Chicago, IL 60606

TENANT'S ADDRESS:

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

AFTER RECORDING, RETURN TO TENANT

EXHIBIT "A"
LongHorn Lease Description
953 East Fort Union Boulevard, Midvale, Utah

Beginning at a point which is South 0°04'01" West along the quarter section line 313.56 feet and West 176.00 feet and South 77°28'38" West 244.24 feet from the North Quarter Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said North Quarter Corner bearing North 88°56'20" East 953.13 feet, (record) from a Salt Lake County Survey Monument in 900 East Street at approximately Baker Street (7010 South), which monument bears South 0°04'40" West 693.84 feet (record) along the monument line in 900 East Street to a monument location in the intersection of 900 East Street and Fort Union Boulevard, and running;

Thence southeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the right, (center bears South 12°31'22" East and long chord bears South 57°31'22" East 14.14 feet, with a central angle of 90°00'00");
Thence South 12°31'22" East 92.59 feet;
Thence southwesterly 13.64 feet along the arc of a 10.00 foot radius curve to the right, (center bears South 77°28'38" West and long chord bears South 26°32'28" West 12.60 feet, with a central angle of 78°07'40");
Thence South 65°36'18" West 22.54 feet;
Thence northwesterly 20.72 feet along the arc of a 100.00 foot radius curve to the right, (center bears North 24°23'42" West and long chord bears South 71°32'28" West 20.68 feet, with a central angle of 11°52'20");
Thence South 77°28'38" West 12.87 feet;
Thence northwesterly 4.25 feet along the arc of a 3.00 foot radius curve to the right, (center bears North 12°31'22" West and long chord bears North 61°57'00" West 3.90 feet, with a central angle of 81°08'43");
Thence North 21°22'39" West 15.00 feet;
Thence South 68°37'21" West 37.00 feet;
Thence South 21°22'39" East 15.00 feet;
Thence southwesterly 4.71 feet along the arc of a 3.00 foot radius curve to the right, (center bears South 68°37'21" West and long chord bears South 23°37'21" West 4.24 feet, with a central angle of 90°00'00");
Thence South 68°37'21" West 1.72 feet;
Thence northwesterly 17.28 feet along the arc of a 10.00 foot radius curve to the right, (center bears North 21°22'39" West and long chord bears North 61°53'10" West 15.21 feet, with a central angle of 98°58'57");
Thence North 12°23'42" West 102.15 feet;
Thence northeasterly 3.14 feet along the arc of a 2.00 foot radius curve to the right, (center bears North 77°36'18" East and long chord bears North 32°36'18" East 2.83 feet, with a central angle of 90°00'00");
Thence North 77°36'18" East 0.83 feet;

22-29-128-607
22-29-128-602

Thence southeasterly 2.09 feet along the arc of a 2.00 foot radius curve to the right,
(center bears South $12^{\circ}23'42''$ East and long chord bears South $72^{\circ}27'32''$ East 2.00 feet,
with a central angle of $59^{\circ}52'20''$);

Thence South $42^{\circ}31'22''$ East 2.85 feet;

Thence North $47^{\circ}28'38''$ East 23.81 feet;

Thence North $42^{\circ}31'22''$ West 0.59 feet;

Thence northeasterly 4.19 feet along the arc of a 2.00 foot radius curve to the right,
(center bears North $47^{\circ}28'38''$ East and long chord bears North $17^{\circ}28'38''$ East 3.46 feet,
with a central angle $120^{\circ}00'00''$);

Thence North $77^{\circ}28'38''$ East 80.43 feet to the point of beginning.

Contains 13,190 square feet, 0.303 acres.

EXHIBIT A-1
Legal Description of the Shopping Center

22-29-128-007
22-29-128-002

PARCEL 1:

BEGINNING AT A POINT SOUTH 0°04'01" WEST ALONG THE QUARTER SECTION LINE 135.30 FEET (AS SURVEYED 137.41 FEET) FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°52'20" WEST 879.98 FEET TO THE EAST LINE OF STATE HIGHWAY PROPERTY; THENCE SOUTH 0°04'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 346.51 FEET; THENCE SOUTH 73°09" EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 360.17 FEET TO THE NORTH LINE OF STATE HIGHWAY PROPERTY AT A POINT ON A CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 15°43'20" WEST 1076.92 FEET FROM SAID POINT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 430.84 FEET TO THE POINT OF TANGENCY; THENCE NORTH 51°21'20" EAST 198.29 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 0°04'01" EAST 133.53 FEET (AS SURVEYED 131.42 FEET) TO THE POINT OF BEGINNING.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

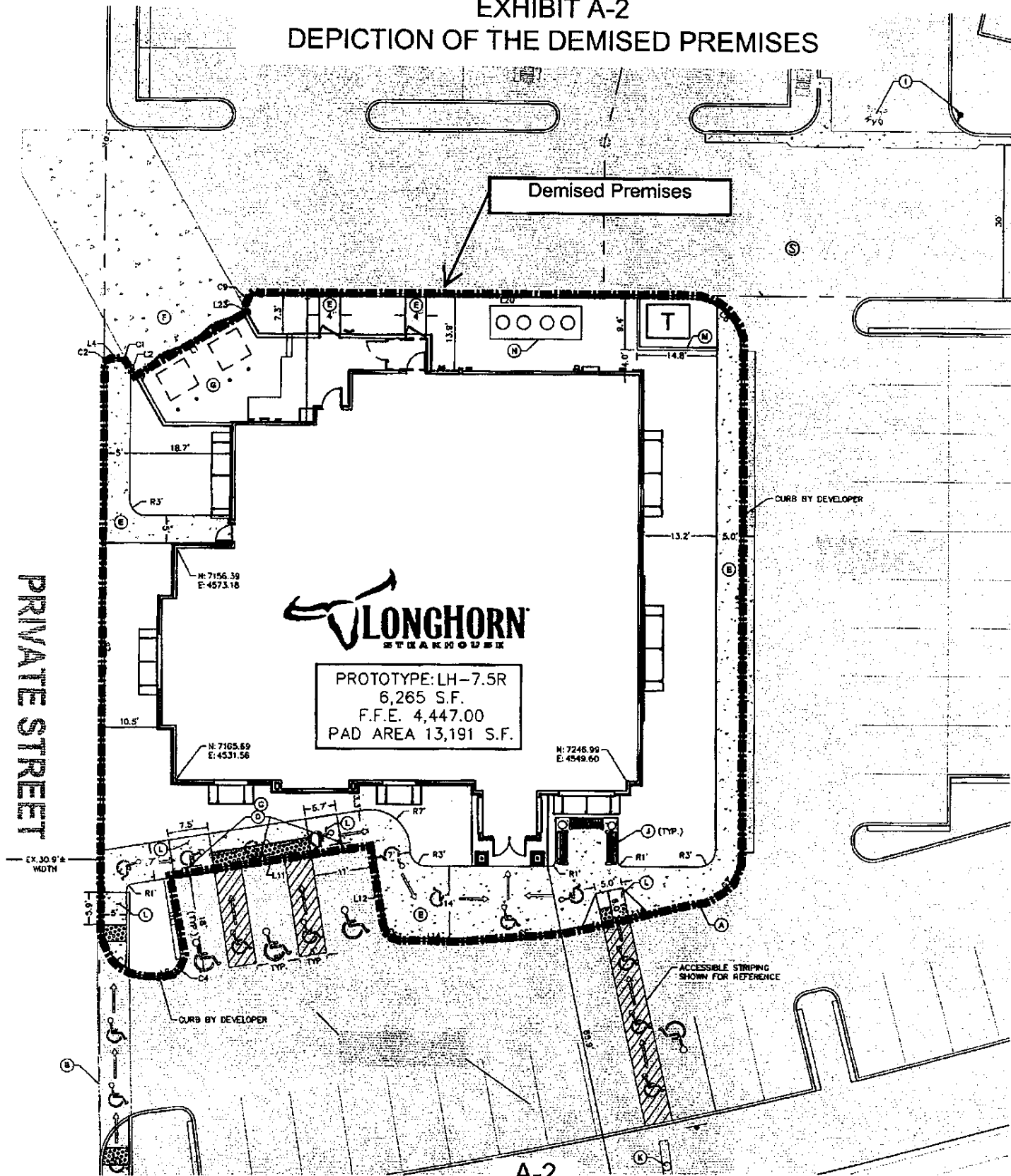
BEGINNING AT A POINT ON THE EAST LINE OF STATE HIGHWAY PROPERTY, SAID POINT BEING SOUTH 375.49 FEET AND WEST 880.46 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°04'40" WEST ALONG SAID EAST LINE OF HIGHWAY PROPERTY 108.28 FEET; THENCE SOUTH 73°09" EAST ALONG THE PROLONGATION OF AN OLD FENCE LINE 115.04 FEET; THENCE NORTH 35°45" EAST 89.75 FEET; THENCE NORTH 55°25' WEST 86.23 FEET; THENCE NORTH 77°45' WEST 93.53 FEET TO THE POINT OF BEGINNING.

PROPERTY ADDRESS: 935-995 EAST FOR UNION BOULEVARD, MIDVALE, UTAH 84047

AS TO PARCEL 1 THE FOLLOWING IS ADDED:

THE RIGHT, TITLE AND INTEREST IN NON-EXCLUSIVE EASEMENTS CREATED UNDER THAT CERTAIN DECLARATION OF RESTRICTIONS AND EASEMENT AGREEMENT, EXECUTED BY PRICE DEVELOPMENT COMPANY AND FIRST SECURITY BANK, RECORDED MAY 1, 1980, ENTRY NO. 3429356, IN BOOK 5095 AT PAGE 895 OF OFFICIAL RECORDS, AND THAT CERTAIN DECLARATION OF EASEMENTS AND RESTRICTIONS RECORDED MAY 13, 1982, ENTRY NO. 3675099, IN BOOK 5372 AT PAGE 515 OF OFFICIAL RECORDS.

EXHIBIT A-2
DEPICTION OF THE DEMISED PREMISES



PRIVATE STREET

A-2

EXHIBIT B SHOPPING CENTER SITE PLAN

(With approximate location of Demised Premises and Pylon Easement Area)

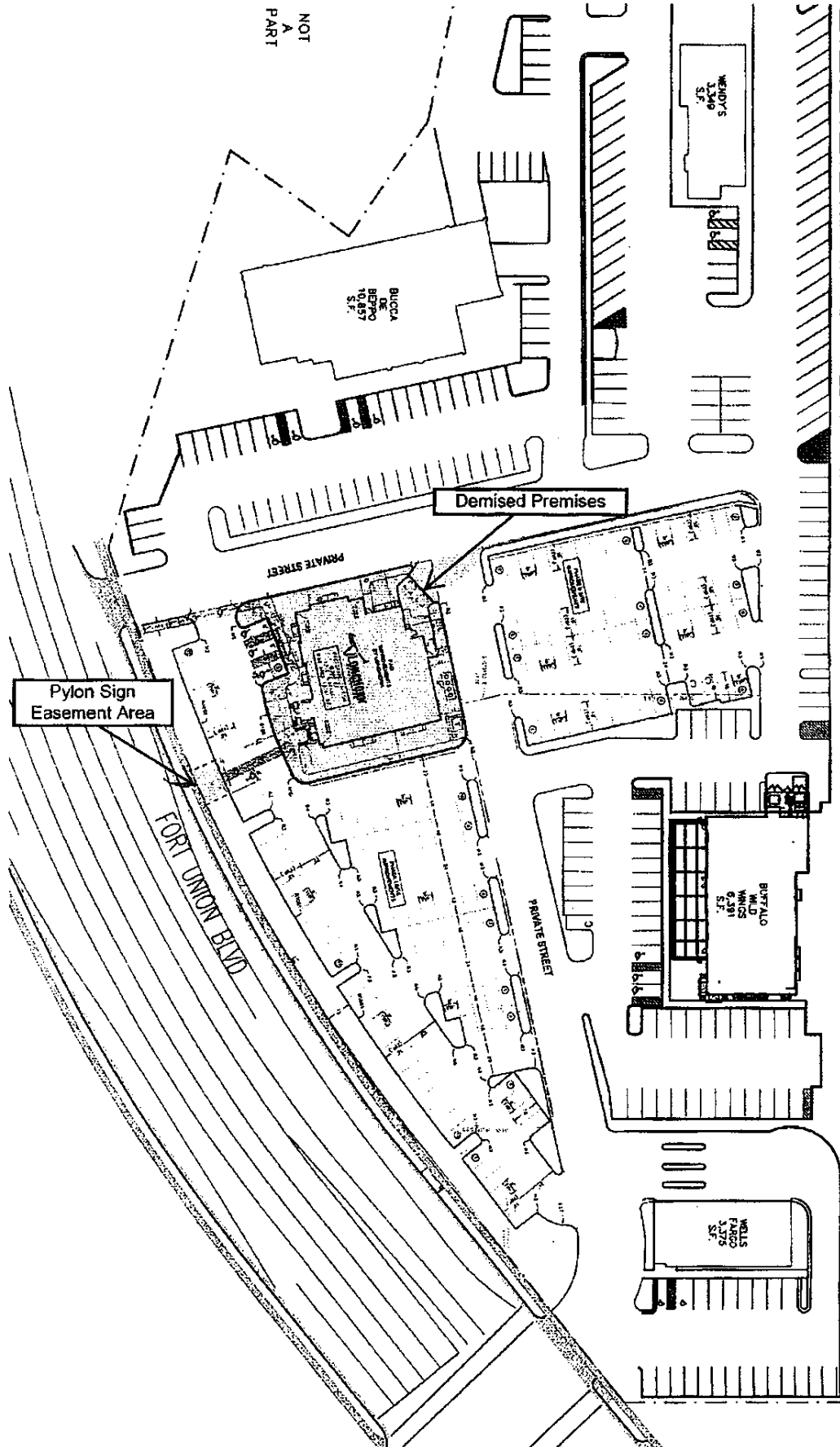


EXHIBIT B-1
DEPICTION OF THE TENANT MAINTENANCE AREA

