

WHEN RECORDED, RETURN TO:

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

SIGNAGE AGREEMENT

THIS SIGNAGE AGREEMENT (this "Agreement") is made as of the 18th day of October, 2023 (the "Effective Date") by and between GMRI, Inc., a Florida corporation and/or its affiliates, ("GMRI") and Rivers Edge Commercial LLC, a Utah Limited Liability company ("Declarant"), (each a "Party" and collectively the "Parties").

FACTUAL BACKGROUND:

A. GMRI leases that certain property owned by FCPT Restaurant Properties, LLC ("FCPT") and located at 504 W. 2230 North, Provo, UT (the "GMRI Property") upon which GMRI owns and operates an Olive Garden restaurant, which is legally described on **Exhibit "A"** attached hereto;

B. The GMRI Property is located within the "Commercial Land", as defined in the Master Declaration, of a shopping center currently known as the Mix at Rivers Edge, which was formerly known as the Plum Tree center, and it is anticipated that the center shall be renamed the River's Edge on University (the "Center"). The Commercial Land is legally described on **Exhibit "B"** attached hereto;

C. The Center is subject to certain Declaration of Covenants, Conditions and Restrictions (the "Master Declaration") and Declarant is the named declarant therein; and

D. In consideration for GMRI's consent to an amendment to the Master Declaration of even date herewith, Declarant desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements, covenants and promises contained in this Agreement and other good and valuable consideration, the receipt, sufficiency and validity of which are hereby acknowledged, the Parties agree as follows:

AGREEMENTS:

1. Center Signage. Declarant has constructed two multi-tenant pylon signs on University Parkway and one on 2230 North (the "Center Signage" or "Center Sign") as approximately shown on the signage site plan exhibit attached hereto as **Exhibit "C"**. During the Term of this Agreement, GMRI, and any future tenant of FCPT leasing the GMRI Property, shall have the right to place and maintain its panel signage in one (1) double-sided tenant panel box on two of the Center Signs in the location as shown on Exhibit "C" and as shown in the signage elevation exhibit attached hereto as **Exhibit "D"**.

Furthermore, GMRI's signage shall also be incorporated into the digital signage board in accordance with Declarant's normal operation of the same.

2. GMRI's Center Signage Panel Costs. Declarant, at its sole cost and expense, shall pay for the initial printing and installation of GMRI's Center Signage double-sided panel sign. GMRI shall be responsible for the cost of maintenance and replacement of its panel sign. GMRI shall have the right to access its panel sign for maintenance, repair and replacement, as needed, utilizing a licensed and insured signage company.

3. Panel and Building Signage Design. During the Term, and subject to all applicable laws and ordinances, GMRI shall have the absolute right to update its signage colors, marks, designs and images on its Center Signage panel in accordance with its branding guidelines and standards. Notwithstanding anything to the contrary in the Master Declaration, GMRI as a tenant prior to the implementation of the Master Declaration, shall also have the right to update its signage colors, marks, designs and images on its building signage without the approval the Design Review Board and/or the Declarant.

4. Term. This Agreement shall commence upon the Effective Date and shall continue until and automatically terminate at such time as GMRI and/or any of its affiliates are no longer either a tenant, occupant, or an owner of the GMRI Property (the "Term"). Notwithstanding the provisions of this Section 4, nothing herein shall impact or otherwise limit the rights and protections granted under Section 2.5 of the Master Declaration.

5. Default. In the event a Party is in default under this Agreement, the provisions hereof may be enforced by an action for specific performance, injunction, or other equitable remedies in addition to any other remedy available at law or in equity.

6. No Assignment. No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party. Provided, however, that GMRI shall be permitted to assign this Agreement to any affiliate.

7. Notices. Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier, or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the party giving such notice has been notified, in writing, of a change of address:

Rivers Edge Commercial LLC
45 E Center Street Suite 103
North Salt Lake, UT 84054

GMRI, Inc.
c/o Darden Restaurants, Inc.
1000 Darden Center Drive
Orlando, FL 32837
Attention: Property Law Administration

Notices are effective on the date of delivery (or refusal to accept delivery), if notice is given by personal delivery, on the next succeeding business day after deposit with an overnight courier for next day delivery, or if notice is sent through the United States mail, on the earlier of the date of actual delivery as shown by the addressee's receipt or the expiration of three (3) days following the date of mailing.

8. Miscellaneous. The Parties shall cause this Agreement to be recorded in the official records of Utah County, Utah. The Recitals first set forth above are incorporated herein by this reference. This Agreement contains the entire agreement of the Parties. This Agreement may be modified only by a written instrument signed by each of the Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The invalidity or unenforceability of any provision of this Agreement does not affect the remainder of this Agreement. Nothing herein contained shall be construed as the creation of a partnership between the Parties. This Agreement is governed by Utah law.

-SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Rivers Edge Commercial, LLC a Utah limited liability company By: <u><i>Nathan W. Pugsley</i></u> Its: <u>Manager</u> Name: Nathan W. Pugsley Date: <u>10-18-23</u>	
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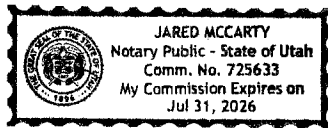
a Florida corporation

GMRI, Inc. By: _____ Laureen Sustachek Vice President, Development
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STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged to me this 18th day of October, 2023, by Nathan W. Pugsley, in their capacity as Manager of Rivers Edge Commercial, LLC, a Utah limited liability company.

SEAL:



Jared McCarty
NOTARY PUBLIC

STATE OF FLORIDA)
 : ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged beforeme by means of [] physical presence [] online notarization this ___ day of _____, 2023, by Laureen Sustachek, in her capacity as Vice President, Development of GMRI, Inc., a Florida corporation.

SEAL:

NOTARY PUBLIC

EXHIBIT "A"
Legal Description of the GMRI Property

COM N 925.75 FT & W 241.05 FT FR¹/₄1/₄ COR. SEC. 25, T6S, R2E, SLB&M.; N 45 DEG'43"43" W 211.06 FT; N 43 DEG'26" 0" E 124.29 FT; N 88 DEG'26" 0" E 146.02 FT; S 1 DEG'34" 0" E 179.34 FT; S 50 DE' 5"24" W 104.62 FT; N 43 DEG'50"10" E 1.83 FT; ALONG A CURVE TO R (CHORD BEARS: N 45 DEG'53"14" E 24.05 FT, RADIUS = 525.47 FT); S 60 DEG'33" 8" W 26.96 FT TO BEG. AREA 0.887 AC.

EXHIBIT "B"
Legal Description of the Commercial Land

LOT 5A, 8A, 9A, 10A, 11A, 12A, 13A RIVERS EDGE ON UNIVERSITY RECORDED AS ENTRY NO. ACCORDING TO THE OFFICIAL RECORDS THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE, Utah.

EXHIBIT "C"
Center Signage Site Plan

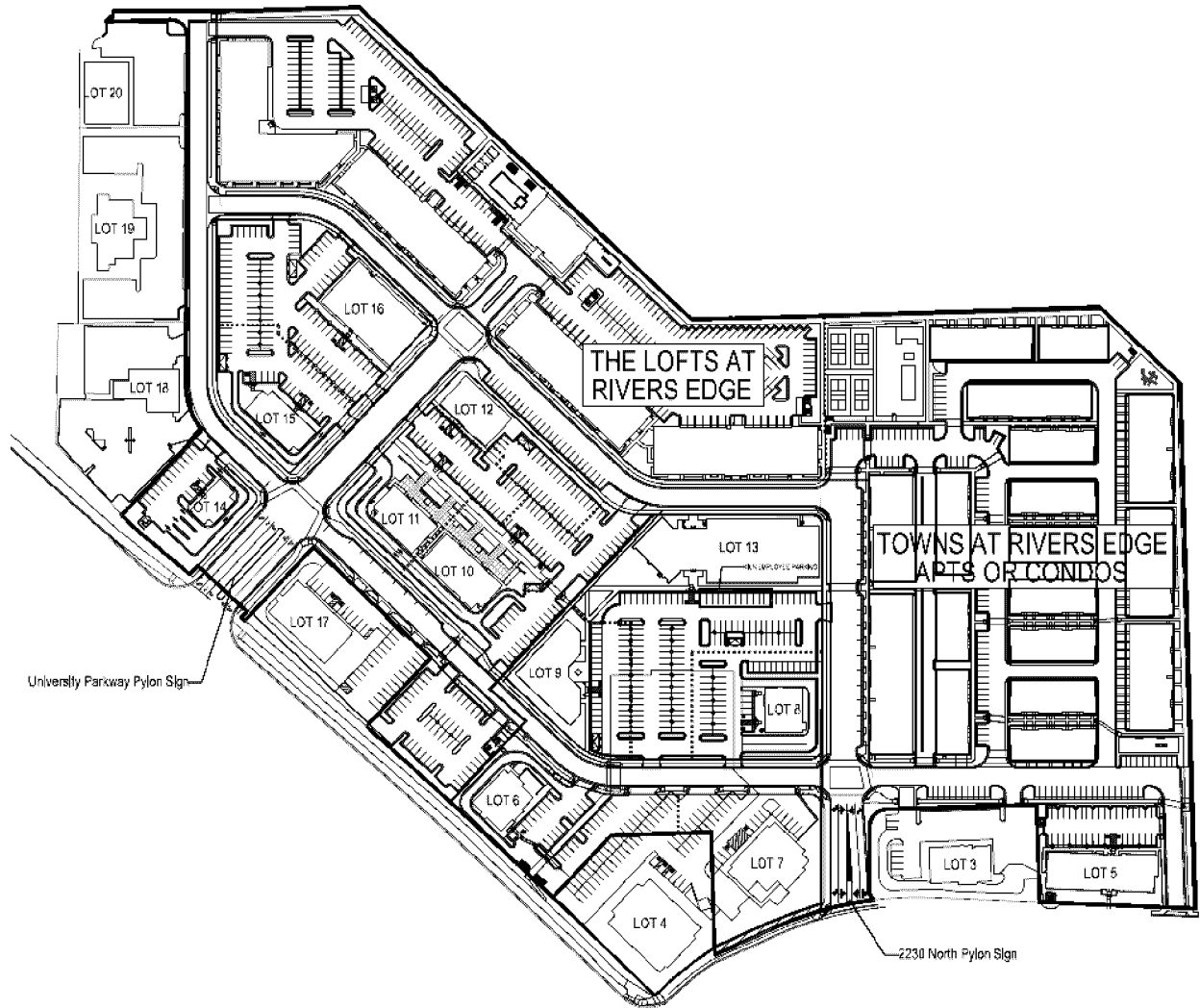


EXHIBIT "D"
Center Signage Elevation

University Parkway Sign Elevation

Sign 3 - University Parkway
Sign

Logo Dimensions –

5' 3" wide
2' 9" tall

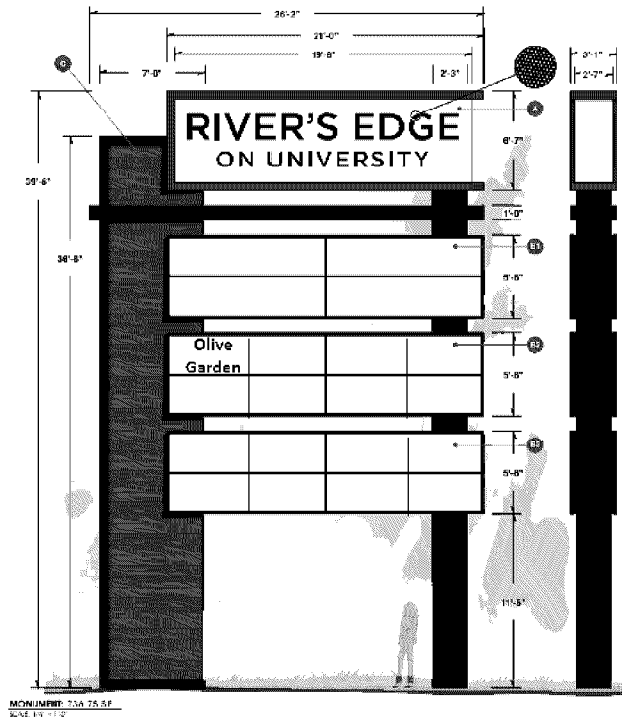


EXHIBIT "D" Continued
Center Signage Elevation

2230 North Sign Elevation

Sign 1 - 2230 N Sign

Logo Dimensions –

6' 6" wide
2' 3" tall

