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FIDELITY NATIONAL TITLE
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ATTN: MICHELLE BURTON
1 E. WASHINGTON ST., SUITE 450
PHOENIX, AZ 85004

2019 019350

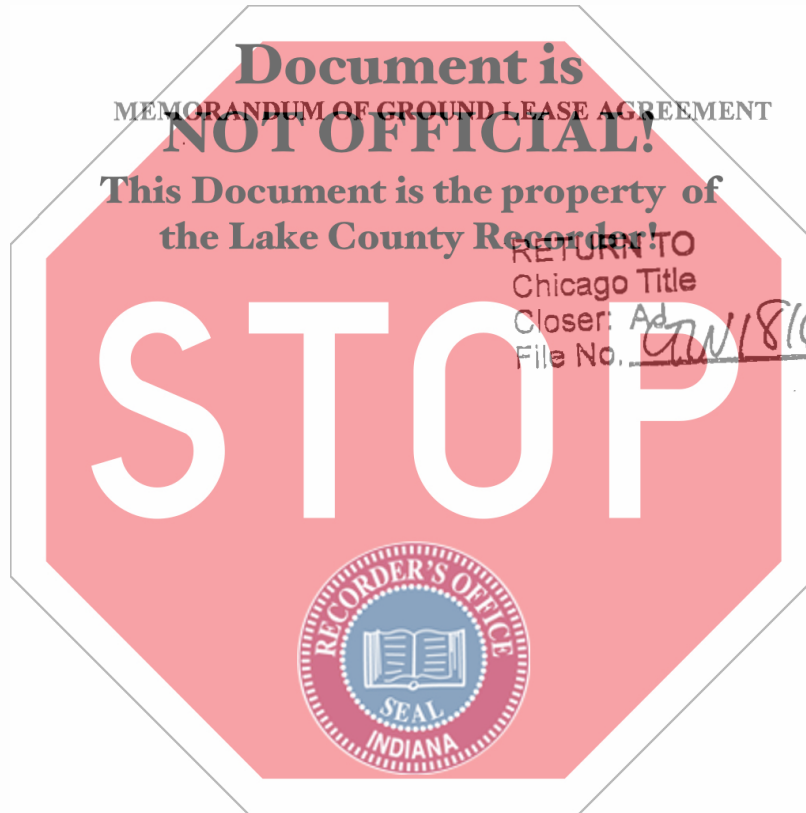
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2019 APR -2 AM 9:18

MICHAEL B. BROWN
RECORDER

Escrow No.: Z1828571

SPACE ABOVE THIS LINE FOR RECORDER'S USE



AMOUNT \$ 25.00
CASH CHARGE
CHECK # 12080
OVERAGE
COPY
NON-CONF
DEPUTY JMS

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After recording return to:

prepared by:
Kim Goff
KG Law, PLLC
601 Rustic Ridge Court
Southlake, Texas 76092

MEMORANDUM OF GROUND LEASE AGREEMENT

Document is NOT OFFICIAL!
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THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this "Memorandum") is made and entered into by and between JRG Munster LLC, an Illinois limited liability company ("Landlord"), and RARE Hospitality International, Inc., a Georgia corporation ("Tenant").

R E C I T A L S :

WHEREAS, pursuant to that certain "Ground Lease Agreement" dated to be effective as of February 14th, 2019 (the "Lease"), by and between Landlord and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, an approximately one and 10/100 (1.10) acre tract or parcel of land located in the City of Munster, County of Lake and State of Indiana, being more particularly described on Exhibit A-1 attached hereto and depicted on Exhibit B-1 attached hereto, together with any buildings and other improvements constructed or to be constructed thereon and the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto (collectively, the "Premises"); and

WHEREAS, Landlord and Tenant desire to disclose to the public their respective interests in and to the Lease, the Premises and the Center, and certain obligations under the Lease, by recording this Memorandum in the official public records of Lake County, Indiana.

A G R E E M E N T S :

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

1. The "**Term**" of the Lease will commence on the Possession Date (as defined in the Lease) and, unless sooner terminated, will expire on the last day of the tenth (10th) Lease Year (as defined in the Lease) after the Commencement Date (as defined in the Lease).
2. Tenant has the right and option to renew and extend the Term for four (4) successive periods of five (5) Lease Years each.

FILED

APR 01 2019

JOHN E. PETALAS
LAKE COUNTY AUDITOR

22415

3. In conjunction with the leasing of the Premises, Landlord grants to Tenant, during the Term of the Lease, for the benefit of the Premises, the use of all rights, privileges, easements, licenses and appurtenances belonging or in any way pertaining thereto; including, without limitation, the benefit of those easements set forth in the REA and the parking rights and easements set forth in the Parking Easement Agreement (i.e, that certain document entitled "Reciprocal Grant of Ingress/Egress and Parking Easement" dated March 8, 2018 by and between LBC Owner LLC and Landlord and recorded as Instrument No. 2018016797, in the public records of Lake County, Indiana), as amended. In no event shall Tenant or its employees, customers or invitees be charged any fee to access or park on the Premises.

4. Throughout the Term of the Lease, unless or until (a) the Lease expires or is terminated by either party pursuant to a right to do so therein contained or (b) Landlord recovers possession of the Premises without terminating the Lease following an uncured default of Tenant pursuant to the provisions of Section 12.1C of the Lease, Landlord will not (i) itself operate upon or (ii) lease or sell, any property owned by Landlord (or any entity which is an entity affiliated with Landlord) and located within a one (1) mile radius of the Premises to any other person or entity which operates a restaurant having a menu featuring steaks or which uses the word "steak" or "steakhouse" in its name, such as, for example purposes only (and not as a limitation), Chop House, Golden Corral, Logan's Roadhouse, Lone Star Steakhouse, Original Roadhouse, Outback, Ryan's, Sagebrush, Saltgrass Steakhouse, Sizzler, Smoky Bones, Steak and Ale, Ted's Montana Grill, Texas Land & Cattle, Texas Roadhouse, Texas Steakhouse, Trail Dust or Tumbleweed. For purposes of this paragraph, "featuring" means that steaks constitute (or will constitute) twenty-five percent (25%) or more of the total number of entrees listed on the menu (including any limited time offers and/or so called "specials") at the subject restaurant.

5. Landlord hereby assigns to Tenant its rights to enforce the terms and provisions of that certain "Declaration of Easement, Covenants, Conditions and Restrictions dated June 1, 2012, recorded on July 16, 2012 as Instrument No. 2012 046441 of the official public records of Lake County, Indiana (the "REA") during the Term of the Lease. Tenant shall have the right to bring a direct default action against any party in violation of the REA and Landlord shall cooperate (at no cost or expense to Landlord) to the extent required in order for Tenant to exercise its rights under the REA.

6. 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.

[SIGNATURES FOLLOW ON NEXT PAGE]

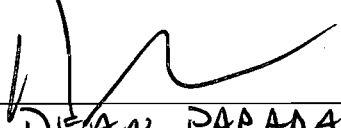
IN WITNESS WHEREOF, both Landlord and Tenant have signed this Memorandum in the appropriate locations below to be effective as of the effective date of the Lease.

WITNESSES:

LANDLORD:


Name: MONIKA VERSLOVAITE

JRG Munster LLC,
an Illinois limited liability company,

By: 
Name: DEAN PAPADAKIS
Title: MEMBER


Name: AGNE JASKEVICIUS


Date: 2-14-2019

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the Lake County Recorder!**

RARE Hospitality International, Inc.,
a Georgia corporation,


Name: KIMBERLY CURTIS

By: 
Name: JEFF MUTTI
Title: SVP DEVELOPMENT


Name: Sonia Saddler

Date: 2-13-19



[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

ACKNOWLEDGMENTS

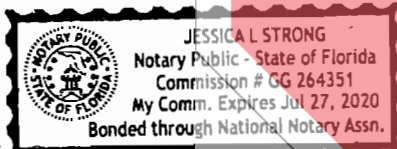
STATE OF Illinois §
COUNTY OF Cook §

This instrument was executed and acknowledged before me on this 14 day of February, 2019 by DEAN PAPADAKIS, MEMBER of JRG Munster LLC, an Illinois limited liability company, on behalf of said entity. The individual whose name is subscribed to this instrument is personally known to me.

My Commission Expires: 10/30/21
NOTARY PUBLIC, STATE OF ILLINOIS

STATE OF FLORIDA §
COUNTY OF ORANGE §

This instrument was executed and acknowledged before me on this 13th day of February, 2019, by Joe Mutti, SR. Vice President of Development of RARE Hospitality International, Inc., a Georgia corporation, on behalf of said entity. The individual whose name is subscribed to this instrument is personally known to me.



My Commission Expires: _____
RECORDER'S OFFICE
NOTARY PUBLIC, STATE OF FLORIDA

LANDLORD'S ADDRESS:

JRG Munster LLC
Attn: Spiro Angelos
11900 Freeman Road
Huntley, Illinois 60142-8023

TENANT'S ADDRESS:

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

AFTER RECORDING, RETURN TO TENANT

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PREMISES

Lot 7 in the Re-Subdivision of Lot 1 for the Lake Business Center Subdivision, as per plat thereof recorded in Plat Book 106, Page 55, as Instrument Number 2013-063067 in the Office of the Recorder of Lake County, Indiana.



I affirm, under the penalties for perjury,
that I have taken reasonable care to
redact each Social Security number in
this document, unless required by law

Amy Johnson

