

NOT AN OFFICIAL DOCUMENT

Prepared by and

After recording return to:

RARE Hospitality International, Inc.
c/o: Darden Restaurants, Inc.
Attn: Robert T. Ricketts
1000 Darden Center Drive
Orlando, FL 32837

GINA PIMENTEL
RECORDER
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2021-048341

8:33 AM 2021 Jul 21

MEMORANDUM OF GROUND LEASE AGREEMENT

THIS MEMORANDUM OF GROUND LEASE AGREEMENT (this "Memorandum") is made and entered into by and between LUKE LAND, LLC, an Indiana 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 April 7, 2021, as amended (the "Lease"), by and between Landlord's predecessor-in-interest, Oak District Development, LLC, an Indiana limited liability company, and Tenant, Landlord leased to Tenant, and Tenant leased from Landlord, an approximately sixty-seven thousand three hundred seventy-five (67,375) square foot tract or parcel of land located in the Town of Schererville, 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");

WHEREAS, the Premises is located within and constitutes a part of a certain shopping center being more particularly described on Exhibit A-2 attached hereto and depicted on Exhibit B-2 attached hereto (the "Center"); 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).

FILED

JUL 20 2021

JOHN E. PETALAS
LAKE COUNTY AUDITOR

OK. 1830105762
25
E
D

NOT AN OFFICIAL DOCUMENT

2. Tenant has the right and option to renew and extend the Term for four (4) successive periods of five (5) Lease Years each.

3. Landlord hereby leases the Premises to Tenant for the Term. In conjunction with the leasing of the Premises, Landlord hereby grants to Tenant during the Term, 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, (i) those rights and easements set forth in the REA (as defined in the Lease), (ii) non-exclusive easements over the Common Area (as defined in the Lease) for ingress, egress and parking, and for the installation, use, maintenance, repair and, if necessary, replacement of utility lines and related facilities serving the Premises, and (iii) an exclusive easement for the installation, use, maintenance, repair and, if necessary, replacement of sign panels on each side of the multi-panel monument sign located or to be located in the Center and depicted and identified as the "Center Sign" on Exhibit B-6 attached hereto, in the panel position shown on said Exhibit B-6 and on Exhibit E attached hereto. In no event shall Tenant or its employees, customers or invitees be charged any fee to access or park in the Center. Tenant shall have the exclusive right to all parking spaces located within the Premises. Landlord further grants to Tenant a non-exclusive right and easement for pedestrian and vehicular access, ingress, egress and parking over that certain portion of the Center labeled as the "Protected Area" on Exhibit B-4 attached hereto and made a part hereof by this reference. Notwithstanding anything to the contrary set forth herein, Landlord and Tenant agree that there shall be no cross-parking between or among Lot 2 and Lot 3 in the Center (Lot 3 being the Premises). Landlord hereby reserves a non-exclusive easement to enter the Premises for the construction, installation, use, maintenance, repair and, if necessary, replacement of the Center Sign (in the location shown on said Exhibit B-6). This shall include the right to run electricity to the Center Sign; however, Landlord shall not have the right to install any electrical lines within any portion of the Premises except that which is shown on Landlord's Plans - as defined in the Lease) without the prior written consent of Tenant, which consent shall not be unreasonably withheld, conditioned or delayed.

4. From and after the Effective Date and 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, (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 or (c) Tenant opens to the public for business (or otherwise commences business operations) at the Premises as anything other than the Initial Use, no portion of the Center (other than the Premises) shall be used as a restaurant with a menu featuring steaks (such use being herein called the "Exclusive Use Restriction"), such as, for example purposes only (and not as a limitation), Aussie Grill, Chop House, Golden Corral, Logan's Roadhouse, Lone Star Steakhouse, Original Roadhouse, Outback, Ryan's, Sagebrush, Saltgrass Steakhouse, Ted's Montana Grill, Texas Land & Cattle, Texas Roadhouse, Trail Dust or Tumbleweed. For purposes of this Paragraph 4, "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. Notwithstanding anything herein to the contrary, the Exclusive Use Restriction shall not be applicable to (i) any fast casual restaurant (i.e., a restaurant which does not operate with table service and where the customer is required to pick up food at a counter as opposed to having food brought to a table) serving steaks, nor (ii) any fine-dining

NOT AN OFFICIAL DOCUMENT

steakhouse (i.e., a polished, white table cloth, prime steakhouse restaurant where the per person check average is in excess of \$100.00), such as, for example purposes only (and not as a limitation), Del Frisco's ("Double Eagle" and "Grille" concepts), Fleming's, Mastro's, Morton's, Ruth's Chris, Smith & Wollensky, Nick & Sam or The Palm as they operate as of the Effective Date.

5. Throughout the Term, the Protected Area shall be restricted as follows:

A. The Protected Area shall at all times be and remain used as free customer and employee parking areas, drive aisles and access ways, as depicted on Exhibit B-4 attached hereto, for the non-exclusive benefit of the Premises. No temporary or permanent structures or signs shall be permitted within the Protected Area other than light poles, sidewalks, curbing, appurtenant landscaping islands and traffic signs. Unless otherwise expressly provided for in the Lease, no staging of materials or vehicles (construction-related or otherwise) shall be permitted within the Protected Area from and after the date that Tenant opens to the public for business at the Premises. The Protected Area shall not be used for any promotional, public, quasi-public, philanthropic, carnival, festival or any similar activities. The Protected Area shall not be used to park vehicles for off-site activities, such as, but not limited to, commuter parking and parking for events located outside of the Center.

B. Except as provided in Paragraph 5.D below, the Protected Area shall not be modified (in use or design/layout, including, without limitation, landscaping and lighting system modifications) or closed without Tenant's prior written consent, which consent may be withheld, conditioned or delayed in Tenant's sole and absolute discretion; provided, however, Tenant shall have no such right of consent with respect to any condemnation-related or other governmentally required modification or closure of any portion of the Protected Area.

C. No portion of the Protected Area shall be designated or reserved for the exclusive use of any person or entity. No portion of the Protected Area shall be used for valet parking or for the parking of any taxis, buses or other chauffeured vehicles. No portion of the Protected Area shall be used as a designated "employee parking area"; the foregoing is not intended to prohibit employees of the businesses located within the Center from parking within the Protected Area, but to assure that all of the parking spaces in such area are potentially available to customers of such businesses.

D. Landlord shall have the right to temporarily close portions of the Protected Area for a reasonable period of time as needed to (i) perform repairs and/or maintenance or (ii) avoid a public dedication. Any such closures shall be staggered so that there shall at all times be reasonable access between the Premises, the balance of the Center and public roads, and Landlord shall provide alternative, accessible parking within a reasonable proximity of the Premises.

E. The Protected Area shall be maintained in good condition and repair at all times. If Landlord fails to properly maintain and repair the Protected Area (or any portion thereof) and such failure continues for thirty (30) days after the date of Landlord's receipt of written

NOT AN OFFICIAL DOCUMENT

notice thereof from Tenant (unless Landlord commenced such cure within such 30-day period and is diligently pursuing the same to completion), then Tenant shall have the right, but not the obligation, to perform such maintenance and/or repairs itself at Landlord's expense. Landlord shall reimburse Tenant for the reasonable out-of-pocket costs incurred by Tenant in connection therewith within thirty (30) days after the date of Landlord's receipt of written notice containing a copy of the invoice(s) showing the amount(s) expended by Tenant. If Landlord fails to timely reimburse Tenant therefor, then Tenant shall have the right to deduct such reasonable out-of-pocket costs, plus Interest, from any amounts subsequently due to Landlord under the Lease, including Rent, until Tenant has been fully reimbursed. Further, if Landlord fails to timely remove snow or ice from the Protected Area on three (3) or more consecutive occasions during any twelve (12) month period (provided Landlord received written notice of each such failure from Tenant), then Tenant shall thereafter not be required to provide Landlord with time to cure any subsequent failures to remove snow or ice therefrom and Tenant shall instead have the immediate right, at its option, to remove snow and ice from all or any portion of such area itself and, after providing a copy of the relevant invoice(s) to Landlord, to deduct the reasonable out-of-pocket costs thereof, plus Interest, from any amounts subsequently due to Landlord under the Lease, including Rent, until Tenant has been fully reimbursed.

6. **Setback Areas.** Landlord agrees that Lot 2 in the Center shall be bound by the following setback requirements: (i) any building located on Lot 2 must be situated to the east of the line shown and labeled as the "Front Setback" on Exhibit B-3 attached hereto and (ii) any building located on Lot 2 must be situated to the north of the line shown and labeled as the "Side Setback" on Exhibit B-3 attached hereto (which Side Setback line is, for the avoidance of doubt, located thirty feet (30') from the north boundary of Lot 3). If Landlord causes or permits any violation of the setback requirements set forth in this Paragraph 6, then Tenant may, in addition to other rights afforded Tenant in this Lease, and after expiration of any cure periods set forth in this Lease, abate all Rent and other charges due hereunder from the date of receipt by Landlord of Tenant's default notice until such violation is cured. Any amounts so abated shall be deemed permanently forfeited by Landlord.

7. **Prohibited Uses.** No portion of the Center shall be used for any of the uses set forth on Exhibit H attached hereto.

8. **Parking Protections.** Landlord agrees that to the extent any other restaurant is operated within the Center, such restaurant operation shall fully comply with the parking requirements imposed by Law (i.e., parking as required by applicable codes), in each case without a variance. Landlord shall not be permitted to use the parking spaces within the Protected Area to satisfy any required parking ratios within the Center.

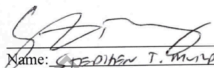
9. This Memorandum is not intended to alter or supersede the Lease, and in the event of any conflict between the provisions of this Memorandum and those of the Lease, the provisions of the Lease shall control.


[SIGNATURES FOLLOW ON NEXT PAGE]


NOT AN OFFICIAL DOCUMENT

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: STEPHEN T. MURPHY



Name: DANIEL TURZMAN


Name: Lyndon B. Cozer


Name: Sonia Saddler


LANDLORD:

LUKE LAND, LLC,
an Indiana limited liability company,

By: 
Name: THOMAS M. COLOURS II
Title: MANAGING MEMBER
Date: 6-18-21

TENANT:

RARE HOSPITALITY INTERNATIONAL, INC.,
a Georgia corporation,

By: 
Name: ROBERT T. RICKETTS
Title: VICE PRESIDENT - DEV. LAW
Date: 6/17/21

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

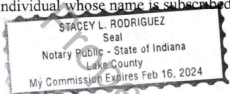
NOT AN OFFICIAL DOCUMENT

ACKNOWLEDGMENTS

STATE OF IN §

COUNTY OF LAKE §

This instrument was executed and acknowledged before me by means of physical presence on this 18th day of June, 2021, by THOMAS M. COLLINS II, Managing Member of LUKE LAND, LLC, an Indiana limited liability company, on behalf of said entity. The individual whose name is subscribed to this instrument is personally known to me.



Stacey L. Rodriguez
NOTARY PUBLIC, STATE OF IN

My Commission Expires: 2/16/24

STATE OF FLORIDA §
COUNTY OF ORANGE §

This instrument was executed and acknowledged before me by means of physical presence on this 17th day of June, 2021, by Robert T. R. KATTS, Vice President - Dev Law 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.

Ivette Concepcion
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 9/3/2022



LANDLORD'S ADDRESS:

Luke Land, LLC
c/o: Luke Family of Brands
Attn: Thomas Collins, II
3952 N. Hobart Road
Hobart, IN 46342

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

NOT AN OFFICIAL DOCUMENT

Preparer's Affirmation Statement:

This instrument was prepared by Robert T. Ricketts, Esq. 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.



Printed Name: Robert T. Ricketts, Esq.

Property of Lake County Recorder

NOT AN OFFICIAL DOCUMENT

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PREMISES

LOT 3 IN OAK DISTRICT DEVELOPMENT, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF SCHERERVILLE, INDIANA, MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN LAKE COUNTY, INDIANA; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE SAID SECTION 4, A DISTANCE OF 2886.66 FEET TO THE NORTHWEST CORNER OF LOWE'S SUBDIVISION, RECORDED IN PLAT BOOK 90, PAGE 90, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, ALSO BEING THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER; THENCE SOUTH 88 DEGREES 59 MINUTES 57 SECONDS EAST ALONG THE NORTH LINE OF SAID LOWE'S SUBDIVISION, ALSO BEING THE SOUTH LINE OF THE SAID NORTHWEST QUARTER, A DISTANCE OF 81.61 FEET; THENCE NORTH 03 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 45.11 FEET TO THE POINT OF BEGINNING; THENCE NORTH 03 DEGREES 01 MINUTES 39 SECONDS WEST, A DISTANCE OF 186.85 FEET; THENCE SOUTH 88 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 348.19 FEET; THENCE SOUTH 01 DEGREES 08 MINUTES 47 SECONDS WEST, A DISTANCE OF 125.05 FEET; THENCE SOUTH 09 DEGREES 38 MINUTES 03 SECONDS WEST, A DISTANCE OF 79.36 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 63.56 FEET; THENCE NORTH 77 DEGREES 39 MINUTES 41 SECONDS WEST, A DISTANCE OF 91.56 FEET; THENCE NORTH 88 DEGREES 59 MINUTES 57 SECONDS WEST, A DISTANCE OF 169.50 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH BENEFICIAL EASEMENTS SET FORTH IN THE PLAT OF OAK DISTRICT PHASE 1, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF SCHERERVILLE, LAKE COUNTY, INDIANA AS PER PLAT THEREOF RECORDED IN PLAT BOOK 114, PAGE 09 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

NOT AN OFFICIAL DOCUMENT

EXHIBIT A-2

LEGAL DESCRIPTION OF THE CENTER

Lots 1 – 4:

Lots 1 – 4 in Oak District Phase 1, a Planned Unit Development to the Town of Schererville, Lake County, Indiana as per plat thereof, recorded in Plat Book 114, Page 09, in the Office of the Recorder of Lake County, Indiana.

Future Lot 5:

Part of the South Half of the Southwest Quarter of the Northwest Quarter of Section 4, Township 35 North, Range 9 West of the Second Principal Meridian, except therefrom the lands conveyed to Indiana Harbor Railroad by deed recorded August 8, 1902 in Deed Record 93, page 302, and to Chicago, Indiana and Southern Railroad by deed recorded October 20, 1908 in Deed Record 137, page 313, in the Town of Schererville, Lake County, Indiana, and leaving after said exception a tract more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section 4, which is a point 2633.47 feet North of the Southwest corner of said Section 4 and 2886.89 feet South of the Northwest corner of said Section 4, measured along the West line of said Section 4; thence Easterly along the South line of the Northwest Quarter, 1229.43 feet (deeded), 1229.45 feet (measured), to the West line of the Chicago, Indiana and Southern Railroad 180 foot right of way owned and described in Deed Record 93, page 302 and Deed Record 137, page 313 in Lake County, Indiana; thence N 00°21'58" E along the West of said C.I.&S. railroad right-of way line a distance of 64.54 feet to the point of beginning; thence continuing N 00°21'58" E along said right-of way line a distance of 593.43 feet; thence N 89°00'50" W, a distance of 783.27 feet; thence S 01°06'25" W, a distance of 114.55 feet; thence S 18°56'28" E, a distance of 266.77 feet; thence S 01°08'47" W, a distance of 265.87 feet; thence S 88°59'57" E, a distance of 502.71 feet to a point of curve; thence Easterly along a curve concave to the North and having a radius of 170.00 feet (the chord of which bears N 83°43'07" E a chord distance of 43.10 feet), an arc distance of 43.21 feet; thence N 76°26'11" E, a distance of 100.00 feet to a point of curve; thence Easterly along a curve concave to the South and having a radius of 230.00 feet (the chord of which bears N 83°40'38" E a chord distance of 57.98 feet) an arc distance of 58.15 feet to the point of beginning, containing 10.500 acres all in Lake County, Indiana.

Address: 317 US 41, Schererville, IN 46375

Parcel No.: 45-11-04-151-010.000-036

EXHIBIT B-1

DEPICTION OF THE PREMISES

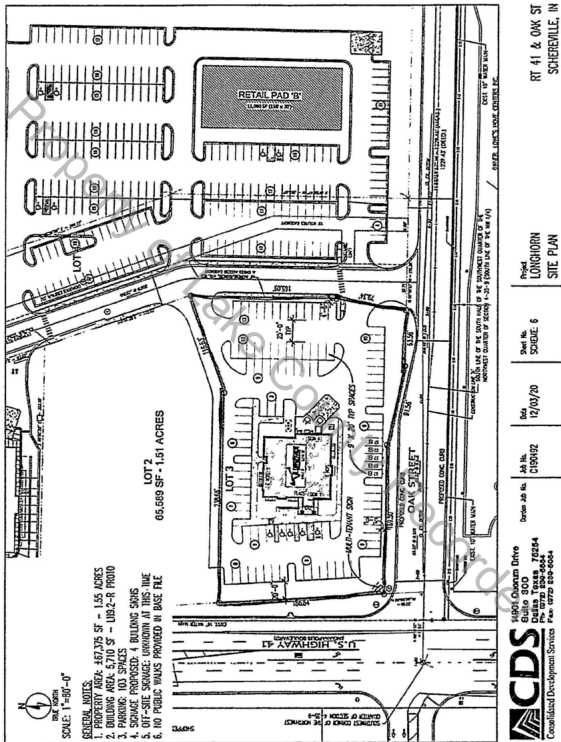


EXHIBIT B-2

DEPICTION OF THE CENTER

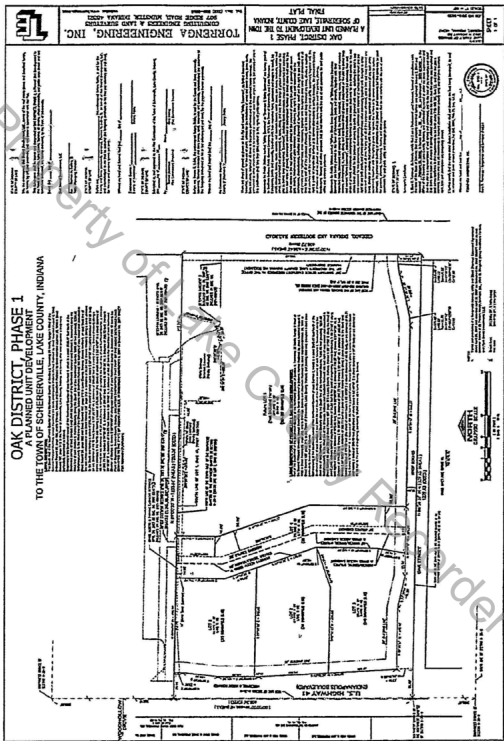
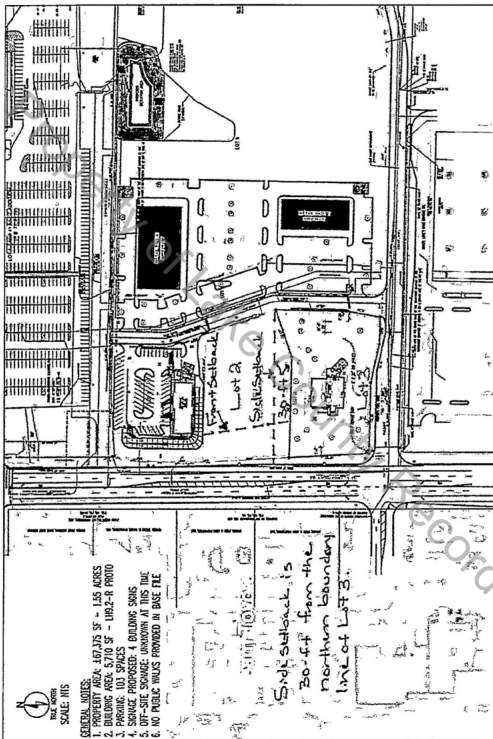


EXHIBIT B-3

DEPICTION OF SETBACK AREAS



CDS
Confidential Development Services
1900 Orion Drive
Suite 300
P.O. Box 72284
Chicago, IL 60672-2284
Tel: 773.852.4222
Fax: 773.852.5064

Drawn by: C18092

Date: 12/01/20

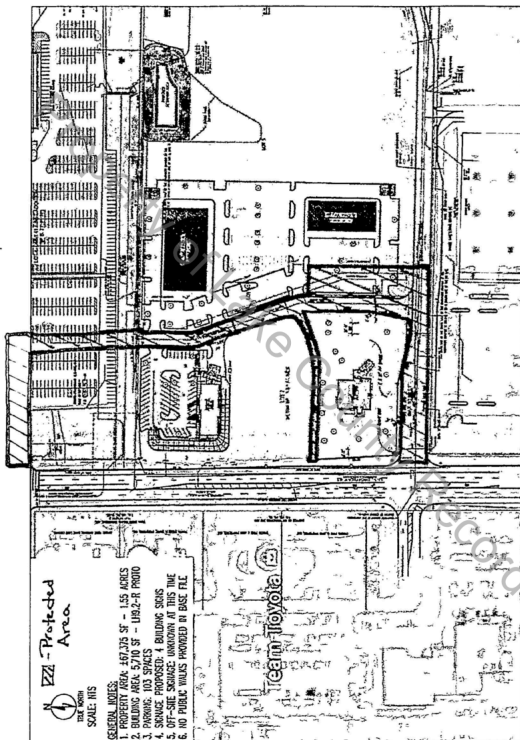
Sheet No.: SC02E-0A

Project: LONGHORN
LOCATION MAP

RT 41 & OWK ST
SCHEVILLE, IN

EXHIBIT B-4

DEPICTION OF THE PROTECTED AREA



14001 Orion Drive
Suite 300
P.O. Box 888
P.O. Box 888
P.O. Box 888
P.O. Box 888

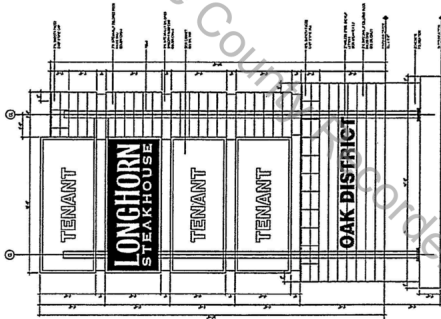
CDS
Consolidated Development Services

Job No. C16002
Drawn Job No.
Date 12/01/20
Sheet No. SC03E-0A
Project LONGHORN LOCATION MAP
RT 41 & OWK ST
SCHEMVE, IN

EXHIBIT B-6

CENTER SIGN

Individual freestanding signage not allowed. LH will be allowed a panel on shared sign.

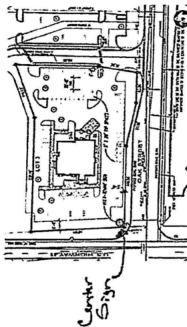


Panel on Shared Sign
Store #20L0015

SVI Rating: 3.5



Panel on Shared Sign
Allowed Square Footage: 40
Actual Sign: 41'



NOT AN OFFICIAL DOCUMENT

EXHIBIT H

PROHIBITED USES

1. A theater of any kind; bowling alley, skating rink, amusement park, carnival or circus; meeting hall, sporting event or other sports facility that hosts events, auditorium or any other like place of public assembly; a gym or fitness center exceeding 10,000 square feet; mortuary or funeral parlor; establishment selling cars or other motor vehicles, motor vehicle maintenance or repair shop, or any establishment selling trailers; billiard parlor; pawn shop; or amusement center, flea market, "disco" or other dance hall; casino, gaming room, or "off track betting" operation; for the sale of paraphernalia for use with illicit drugs or for the sale of marijuana; or for the sale, rental or display of pornographic materials.
2. Any warehouse, assembly, manufacture, distillation (other than in connection with the operation of a so called "microbrewery" manufacturing limited quantities of beer or other spirits for on-site sale and consumption on its restaurant/bar operation) or similar use.
3. Any dumping, incineration or disposing of trash (the foregoing is not intended to prohibit the placement of trash in dumpsters from which such trash is regularly removed).
4. Any massage parlor; any psychic, fortune teller, card reader or similar establishment; or any so-called "strip-club" or "gentlemen's club" or other similar operation.
5. Any food depository, food pantry, half-way house, homeless shelter or other similar use.
6. Any jail, penal, detention or correctional institution.
7. A bar or nightclub, unless it is an incidental part of a restaurant.
8. Any place where tattoos and/or body piercings are performed or displayed.
9. A facility whose primary business is check cashing and/or providing so called "pay day" loans.
10. A facility whose primary business is the sale of tobacco and/or tobacco-related products, including electronic cigarettes or other vapor-producing devices.
11. A store selling alcoholic beverages for off-premises consumption, except that a wine boutique that offers wine and beer (but not other alcoholic beverages) for sale for both on-premises and off-premises consumption (such as WineStyles) shall be permitted.
12. Governmental offices for motor vehicle registration and/or inspection, unemployment and license/tag renewals.