

WHEN RECORDED MAIL TO:

Karen C. Bremer
c/o Outback Steakhouse, Inc.
2202 North West Shore Blvd., 5th Floor
Tampa, Florida 33607

Courtesy Recording

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AMENDMENT TO MEMORANDUM OF LEASE

This Amendment to Memorandum of Lease (this "**Amendment**"), is entered into by and between **UNIVERSITY MALL SHOPPING CENTER**, a Utah general partnership (hereinafter called "**LESSOR**"), of 2733 East Parleys Way, Suite 300, Salt Lake City, Utah, and **CARRABBA'S/ARIZONA-I, LIMITED PARTNERSHIP**, a Florida limited partnership (hereinafter called "**LESSEE**"), of 2202 N. West Shore Blvd., 5th Floor, Tampa, Florida 33607.

BACKGROUND:

WHEREAS, Lessor and Lessee entered into that certain Ground Lease dated as of September 6, 2001 (the "**Lease**"), pursuant to which Landlord is leasing to Tenant, and Tenant is leasing from Landlord that certain premises (the "**Premises**"), as more particularly described in the Lease, located in the University Mall Shopping Center (the "**Shopping Center**") in Orem, Utah. A Memorandum of Lease was recorded in connection with the Lease on December 3, 2001 as entry no. 125326:2001 in the official records of Utah county (the "**Memorandum**").

WHEREAS, The legal description of the Premises originally attached to the Lease has been slightly modified to correct same, and therefore Lessor and Lessee entered into that certain First Amendment of Lease dated as of April 21, 2007 (the "**First Amendment**") in order to correct the legal description of the Premises, and to correct the square footage of the Premises as set forth in the Lease.

WHEREAS, in light of the modification of the legal description of the Premises, Lessor and Lessee wish to amend the Memorandum in order to, among other things, replace the legal description of the Premises set forth in the Memorandum, and to clarify the "Description of Premises" as set forth in the Memorandum.

[Handwritten initials]

TW 2102 11790

AGREEMENTS:

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The 3rd paragraph of the Memorandum entitled "Description of Premises", is hereby deleted in its entirety and replaced with the following:

"Description of Premises: That portion of the University Mall Shopping Center (which shopping center is legally described on Exhibit "A") which is shown on the Site Plan attached hereto as Exhibit "B-1" and which is legally described on Exhibit "B-2", together with all easements in appurtenance thereto granted in the Lease."

2. Exhibit "A" annexed to the Memorandum is hereby deleted in its entirety and replaced with Exhibit "A" annexed hereto.

3. All of Exhibit "B" annexed to the Memorandum is hereby deleted in its entirety and replaced with Exhibit "B-1" and Exhibit "B-2" annexed hereto (which Exhibits correspond to Exhibit "B-1" and Exhibit "B-2" referenced in the revised "Description of Premises" set forth in 1 above).

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth in their respective acknowledgments.

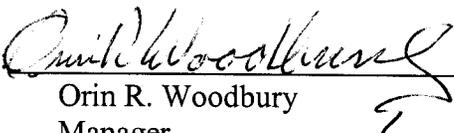
WITNESSES:

LESSOR:

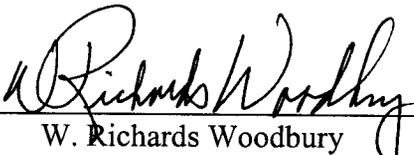
UNIVERSITY MALL SHOPPING CENTER,
a Utah general partnership

By: Woodbury Management Company, L.C.,
a Utah limited liability company,
its Managing General Partner

Print Name: _____

By: 
Orin R. Woodbury
Manager

Print Name: _____

By: 
W. Richards Woodbury
Manager

Print Name: _____

Print Name: _____

LESSEE:

CARRABBA'S/ARIZONA-I, LIMITED PARTNERSHIP, a Florida limited partnership

By: Carrabba's Italian Grill, Inc., a Florida corporation, its General Partner

Siull

Print Name: S. MILLION

Barbara Rount

Print Name: BARBARA ROUNT

By: *Carl W. Sahlsten*

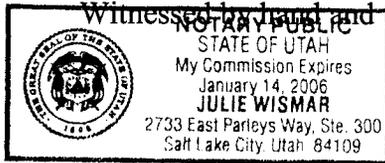
Name: Carl W. Sahlsten

Title: Vice President

(Acknowledgment of LESSOR)

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Personally appeared before me, a Notary Public in and for the above County and State, W. Richards Woodbury and Orin R. Woodbury, known personally by me and acknowledged by me to be on the date of execution, Managers of Woodbury Management Company, L.C., a Utah limited liability company, the Managing General Partner of UNIVERSITY MALL SHOPPING CENTER, a Utah general partnership, and they executed the foregoing for and on behalf of said entity.



Witnessed by hand and this notarial seal, this 21 day of April, 2003

Julie Wismar
NOTARY PUBLIC

My Commission Expires:

OR

(Acknowledgment of LESSEE)

STATE OF FLORIDA)
) ss.
COUNTY OF HILLSBOROUGH)

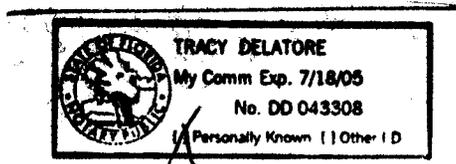
Personally appeared before me, a Notary Public in and for the above County and State, Carl W. Sahlsten, known personally by me and acknowledged by me to be on the date of execution, Vice President of Carrabba's Italian Grill, Inc., a Florida corporation, the General Partner of CARRABBA'S/ARIZONA-I, LIMITED PARTNERSHIP, a Florida limited partnership, and he/she executed the foregoing for and on behalf of said entity.

Witnessed by hand and this notarial seal, this 8th day of April, 2002³

Tracy Delatore
NOTARY PUBLIC

My Commission Expires:

7/18/05



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EXHIBIT "A"

**Unjersity Mall Shopping Center .
LEGAL DESCRIPTION**

The following described property in Orem City, State of Utah, to-wit:

All of lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15, UNIVERSITY MALL SUBDIVISION, PLAT A, (being part of the Southeast and Southwest Quarters of Section 23 and the Northeast Quarter of Section 26, Township 6 South, Range 2 East, Salt Lake Base and Meridian) as recorded at the office of Utah County Recorder on March 1, 2001 as entry number 19427. Containing approximately 77.418 acres (3,372,328 square feet)

SUBJECT TO and TOGETHER WITH Easements for utilities, rights-of-way and parking as set forth in documents of record

For informational purposes, the following are the descriptions of the Department Store parcels:

ZCMI Parcel: All of Lot 3 of said Subdivision containing approximately 12.745 acres. (555,177 square feet).

NORDSTROM Parcel: All of Lot 8 of said Subdivision containing approximately 7.243 acres (311,153 square feet).

MERVYN'S Parcel: All of Lot 13 of said Subdivision containing approximately 6.331 acres (275,783 square feet).

DEVELOPER Parcels include all of the above excepting said Lots 3, 8 and 13.

In addition, because of existence of certain Cross-easements, the following is a description of the COSTCO SHOPPING CENTER containing approximately 22.730 acres (990,125 square feet):

All of Lots 16, 17, 18, 19 and 1, of said UNIVERSITY MALL SUBDIVISION, PLAT A, as heretofore described; subject to and together with Easements for utilities, rights-of-way and parking.

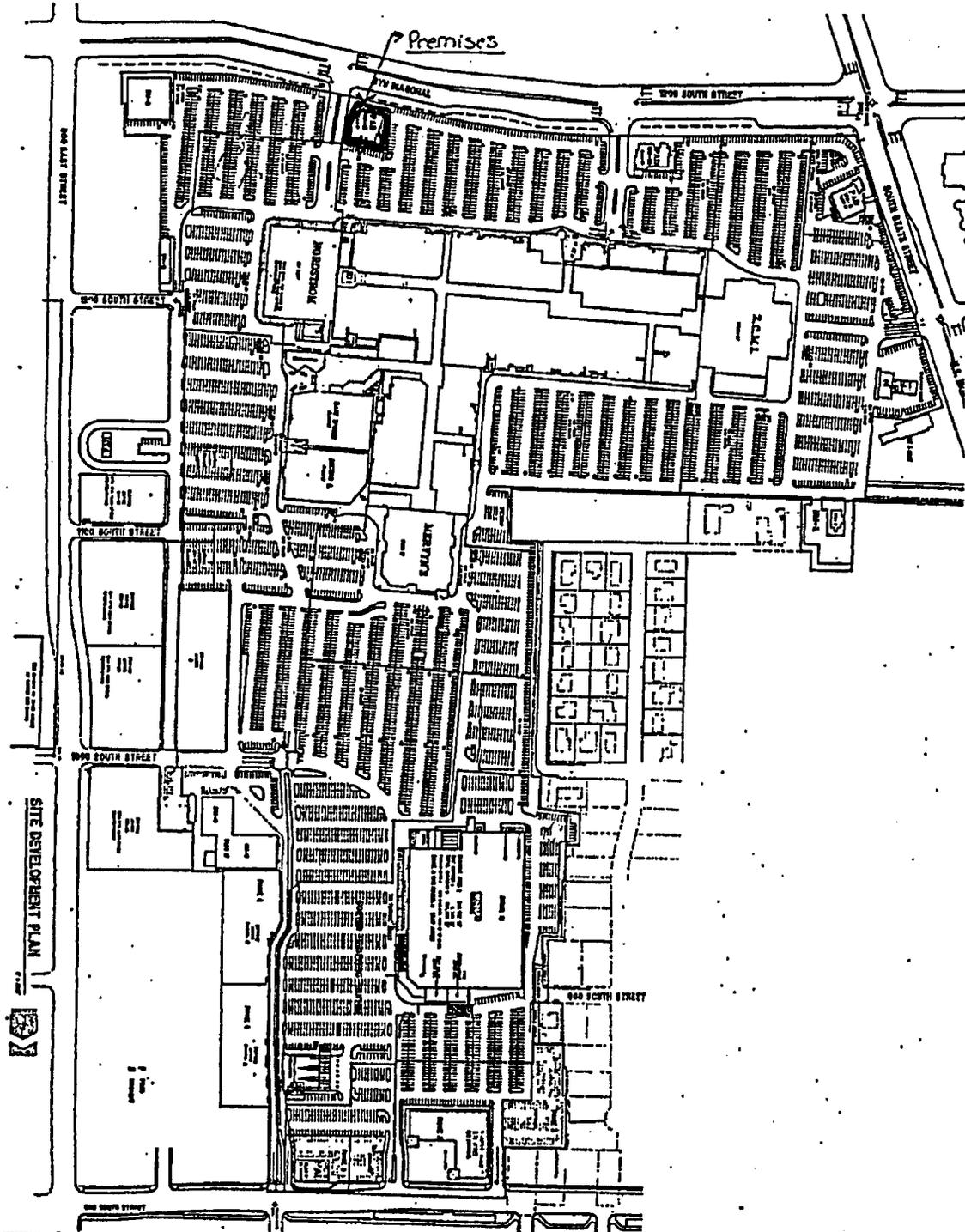
The COSTCO DEPARTMENT STORE Parcel is described as: All of Lot 17, of said Subdivision containing approximately 13.201 acres (575,052 square feet).

DEVELOPER Parcels include all of Lots 1, 16, 18 and 19 of said Subdivision.

PLEASE INITIAL
CS [Signature]

[Handwritten initials]

EXHIBIT "B-1"



SD-1	<p align="center">UNIVERSITY MALL PROPOSED MASTER SITE PLAN</p> <p align="center">SHEET 07/04</p>	 <p>WOODBURY CORPORATION</p>	<p><small>LENN B. WOODBURY AND ASSOCIATES, ARCHITECTS 3733 GAY PARKWAY N.W., SUITE 300 SALT LAKE CITY, UTAH 84143 (801) 462-1770</small></p>
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PLEASE INITIAL
CS [Signature]

[Handwritten initials]

EXHIBIT "B-2"

Beginning at a point which is North $89^{\circ}17'35''$ West along the section line 831.57 feet and South $00^{\circ}42'25''$ West 491.25 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence South $00^{\circ}55'21''$ East 123.64 feet to a point on the Southerly boundary line of the University Mall Subdivision, Plat "A", (Entry No. 19427:2001 Map No. 8962); and running thence along said South boundary for the following three (3) courses: North $78^{\circ}31'35''$ West 19.70 feet; thence North $77^{\circ}59'35''$ West 79.29 feet; thence North $80^{\circ}14'11''$ West 57.47 feet; thence North $04^{\circ}06'42''$ East along the top back of an existing curb line and the projection thereof 104.02 feet; thence South $85^{\circ}54'44''$ East along the top back of curb line and the projection thereof 144.41 feet to the point of beginning.

