

Prepared by and Return to:
Chenicqua "Nikki" Williams, Esq.
1000 Darden Center Drive
Orlando, FL 32837

14039202 B: 11384 P: 812 Total Pages: 6
11/07/2022 10:37 AM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: DARDEN RESTAURANTS, INC.
1000 DARDEN CENTER DRORLANDO, FL 328374032

FIRST AMENDMENT TO MEMORANDUM OF LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF LEASE (this "**Amendment**") is made and entered into as of this ___ day of _____, 2022, is by and between **SOUTH TOWN OWNER PR LLC**, a Delaware limited liability company ("**Landlord**") and **GMRI, INC.**, a Florida corporation ("**Tenant**").

RECITALS:

A. Landlord and Tenant entered into that certain Ground Lease Agreement dated March 22, 2001 as amended, (the "**Lease**") pursuant to which Lessor leases to Tenant certain real property situated in the City of Sandy and State of Utah.

B. In connection with the Lease, Landlord and Tenant executed that certain Memorandum of Lease dated January 3, 2002 which was filed in the Official Records of the County of Salt Lake, Utah, on January 15, 2002 in Book 8554, Page 3597 ("**Memorandum**").

C. Landlord and Tenant desire to add additional items contained with the Memorandum as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and incorporated herein by this reference. Capitalized terms not otherwise defined shall have the meaning assigned thereto in the Lease.

2. **Intent**. It is the intent of the Landlord and Tenant that paragraph 3 as fully set forth below be added to the Memorandum as if originally set forth therein.

3. **Right of First Offer**. Notwithstanding anything contained herein to the contrary, from and after the Effective Date (the "ROFO Effective Date"), provided Tenant is not in default beyond any applicable notice and cure periods and has not assigned or sublet all or any portion of the Premises (except as otherwise permitted under Section 14.14 of the Lease), Tenant shall have a Right of First Offer to purchase the Premises ("ROFO"). Prior to marketing the Premises for sale, Landlord shall give Tenant written notice (the "Offer Notice") of the terms upon which Landlord intends to offer the Premises for sale (the "Offer Terms"). Tenant shall have fifteen (15) days to respond to Landlord, in writing, as to whether or not Tenant wishes to purchase the Premises on the Offer Terms. Tenant's failure to timely respond in writing to the Offer Notice shall be deemed to be Tenant's election to not exercise its right to purchase the Premises as provided for herein (with respect to the sale identified in the respective Offer Notice). If Tenant

exercises its ROFO, Landlord will sell the Premises to Tenant on the Offer Terms, and Tenant will purchase the Premises within sixty (60) days from the date Tenant notifies Landlord of its intent to purchase the Premises or the date called for in the Offer Terms, whichever comes earlier, provided as of the closing date, Landlord's title is free and clear of any liens, except the lien of current taxes and liens created by Tenant. Should Tenant fail to give timely notice of its exercise of its ROFO as provided above or elects not to exercise its ROFO, Landlord may at any time thereafter sell the Premises to any third party on such terms and provisions as Landlord may elect without giving Tenant another Offer Notice hereunder; provided, however, the listing price is not less than ninety (90%) of that contained in the Offer Terms. Notwithstanding the foregoing, if Landlord receives a counter-offer to purchase the Premises from Tenant within such fifteen (15) day period, then Landlord shall in good faith consider the terms and conditions of such counter-offer. If such counter-offer is rejected by Landlord, after Landlord's good faith consideration, then Landlord shall be free to sell the Premises to any other party on such terms and provisions as Landlord may elect without giving Tenant another Offer Notice hereunder; provided, however, the listing price is not less than ninety (90%) of that contained in the Offer Terms. For the avoidance of doubt, this ROFO will terminate and expire on any sale, conveyance or transfer of the Premises to an unrelated third party, and not apply to any proposed sale, conveyance or transfer by a successor owner of the Premises; provided that, the successor owner is an unrelated third party. The provisions of this Section 11 are personal to the original Tenant (with the exception of intra-corporate transfers as permitted under Section 14.14 of the Lease) and are not subject to transfer or assignment to any other third party except for intra-corporate transfers as permitted under Section 14.14 of the Lease. In no event shall any brokers, including (without limitation) those who have been involved in the negotiation of this Lease, be entitled to a commission or other fee in the event of a sale of the Premises by Landlord to Tenant. Either party may record the ROFO set forth in this Section 10. Notwithstanding anything to the contrary contained herein, in the event Tenant (a) fails to give timely notice of its exercise of its ROFO as provided herein, (b) elects not to exercise its ROFO or (c) Landlord rejects Tenant's counter-offer as set forth above, then if (x) Landlord lists the Premises for sale to the public and thereafter Landlord removes the active listing for a period in excess of ninety (90) days; (y) the Premises remains on the market for a period in excess of nine (9) months; or (z) the Landlord fails to enter into a bona fide contract with an unrelated third-party for the purchase and sale of the Premises on or before the date that is (9) months from and after the date of the Offer Notice, the Premises shall again be subject to the ROFO and corresponding procedure as provided herein.

4. **Take-Out Parking.** Landlord shall provide Tenant six (6) non-exclusive parking spaces for "Take Out" or "Short Term" parking (the "To-Go Parking Spaces"), in the location shown hatched on Exhibit A attached hereto ("the Take-Out Parking Area"). Tenant hereby acknowledges and agrees that Landlord shall have no obligation to enforce the To-Go Parking Spaces and/or the Take-Out Parking Area as short-term parking and Landlord's failure to enforce the short-term nature of the same shall not be a default hereunder. Landlord acknowledges and agrees that Tenant shall have the right to install, at Tenant's sole cost and expense, up to six (6) "To-Go" blade signs at the To-Go Parking Spaces in the Take-Out Parking Area. Such "To-Go" signs shall identify each of the To-Go Parking Spaces as being for the use of Tenant's "To-Go Customers Only". The parties hereby acknowledge and agree that Landlord reserves the right to change the designated Take-Out Parking Area from time to time as Landlord shall deem is reasonably necessary; provided, however, that Landlord shall provide Tenant with thirty (30) days' prior written notice and the new designated area shall have no less than six (6) parking spaces and shall be in the same or similar proximity to Tenant's restaurant on the Premises.

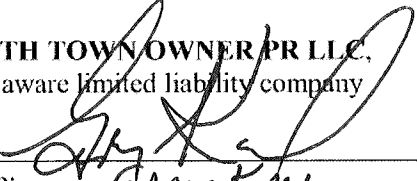
5. **Conflicts.** In the event of a conflict between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall prevail.

6. **Mutual Agreement.** The parties acknowledge and agree that they mutually enter into this Amendment and that the terms stated herein are the result of negotiations between the parties, and that

following such negotiations, each party knowingly and voluntarily agrees to be bound by the terms contained in this Amendment.

LANDLORD:

SOUTH TOWNOWNER PR LLC,
a Delaware limited liability company

By: 
Name: GARY K. LEE
Title: Authorized Signatory

Witnesses:

CALIFORNIA NOTARY ON FOLLOWING PAGE

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of LOS ANGELES)

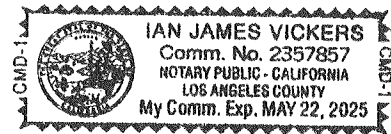
On 10/24/2022 before me, Ian James Vickers, N.P.
(insert name and title of the officer)

personally appeared GARY KARL,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Ian James Vickers* (Seal)



TENANT:

GMRI, INC.,
a Florida corporation

Witnesses:

By: Chenicqua Williams
Name: Chenicqua "Nikki" Williams
Title: Associate Counsel

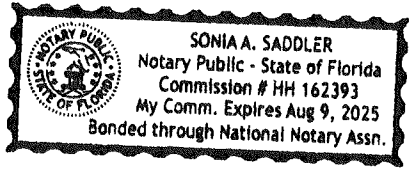
Joanna Wright
Print Name: Joanna Wright
Kimberly Curtis
Print Name: Kimberly Curtis

STATE OF FLORIDA §
 §
COUNTY OF ORANGE §

This instrument was executed and acknowledged before me by means of physical presence on this 3rd day of November, 2022, by Chenicqua "Nikki" Williams, as Associate Counsel of GMRI, Inc., a Florida corporation on behalf of said corporation. The individual whose name is subscribed to this instrument is personally known to me.

Sonia A. Saddler
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:
8/9/2025



LEGAL DESCRIPTION OF PREMISES

BEGINNING at a point 29.50 feet perpendicularly distant westerly from the east line of Lot 1, South Towne Center Mall Subdivision, Part of the Southeast Quarter of 13, Township 3 South, Range 1 West and Part of the Southwest Quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point being North 00°01'50" West 327.81 feet along the monument line of State Street and South 89°58'10" West 86.00 feet from the street monument found at the intersection of said State Street with 10600 South Street, thence North 00°01'50" West 135.00 feet parallel to said east line to a point 75.00 feet perpendicularly distant southerly of the boundary of said Lot 1; thence South 89°01'10" West 115.00 feet parallel to said boundary; thence South 00°01'50" East 125.00 feet; thence North 89°58'10" East 75.00 feet; thence South 74°55'31" East 31.06 feet; thence North 89°58'10" East 10.00 feet to the POINT OF BEGINNING.