

WHEN RECORDED MAIL TO:

Diane Danbury
c/o Outback Steakhouse
2202 N. West Shore Blvd., 5th Floor
Tampa, Florida 33607

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Inst # 2001-28056

07/09/2001-28056

08:20 AM JUDGE OF PROBATE

795.80

005 MB

MEMORANDUM OF LEASE

2222 Arlington Ave. S.

This is a Memorandum of Lease by and between *River Ridge Retail Company, L.L.C.*, a Delaware limited liability company, hereinafter called ("LANDLORD") of ~~2100 16th Avenue South, Suite 111~~, Birmingham, Alabama 35205 and Carrabba's/Birmingham 280 Limited Partnership, a Florida Limited Partnership, hereinafter called ("TENANT") of 2202 N. West Shore Blvd., 5th Floor, Tampa, Florida 33607, upon the following terms:

Date of Lease: December 8, 2000.

Description of Premises: That portion of the River Ridge Plaza Shopping Center (which is legally described on Exhibit "A") which is shown on the Site Plan attached hereto as Exhibit "B", together with all easements in appurtenance thereto granted in the Lease.

Date of Commencement: The Initial Term of the Lease shall commence on the earlier of (a) July 30, 2001 (subject to extensions for the same amount of days that LANDLORD exercises for Force Majeure) or (b) the date TENANT first opens for business to the general public.

Term: Ten (10) Years.

Renewal Option(s): Four (4) – Five (5) year renewal options.

Protected Area. The layout and condition of that portion of the Shopping Center cross-hatched on the Site Plan (hereinafter called the "Protected Area") is a material consideration for TENANT entering into this Lease, and no change, alteration or addition shall be made to the Protected Area, including but not limited to, the configuration of the Common Areas, methods of ingress and egress, lighting, curbing, building locations, heights and stories, the landscaping (which would affect the visibility of the Premises), or parking areas, unless such change, alteration or addition is approved in writing by TENANT. TENANT may withhold such approval in its reasonable discretion if TENANT believes such change, alteration or addition would materially and adversely affect (i) its business being conducted in the Premises, (ii) the visibility of, access to, or parking for the Premises, or (iii) TENANT's use and enjoyment of the Premises. LANDLORD shall not designate or reserve any portion of the parking area in the Protected Area for the exclusive use of any tenants of the Shopping Center or any other person except that TENANT shall have the option of designating up to three (3) parking spaces as Carrabba's "Carry Out" parking.

Restrictive Covenants. LANDLORD acknowledges that the availability of adequate parking is critical to the success of TENANT's business, and further that certain uses create extraordinary demands for the parking capacity at the Shopping Center. LANDLORD covenants and agrees that it will not operate or permit any other tenant in the outparcel fronting the service road or in any portion of the Protected Area to operate an Italian Restaurant or, in the event of a change in the proposed operating format on the Premises, any restaurant which shall be deemed a duplication of such format as described in Section 4.1 subject to leases existing as of the date of the change of format. In addition to the restrictions listed in Section 5.1 of the Operation and Easement Agreement as

Carrabba's Title

recorded on September 10, 1999, as Instrument #1999-38041 ("OEA"), LANDLORD shall not permit the construction of any additional building in any portion of the Protected Area or any expansion of the Shopping Center within the Protected Area. LANDLORD agrees and represents to TENANT that all tenants of the Shopping Center shall be bound by the terms of this Section. Notwithstanding the above, the restrictive covenants contained in this subsection E. shall not apply to any prohibited use in operation in the Protected Area as of the Effective Date of this Lease pursuant to an existing written lease; provided, however, this exception shall only apply during the term (including renewals provided for therein), of leases existing and in effect on the Effective Date, and this exception shall not apply to any modifications of those leases executed after the Effective Date.

The purpose of this Memorandum of Lease is to give record notice of the Lease and of the rights created thereby, all of which are hereby confirmed.

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

(SEAL)

WITNESS:

Danna Coleman

Name: Danna Coleman

Stephanie Eyler

Name: Stephanie Eyler

(SEAL)

WITNESS:

Bonita Wagner

Name: Bonita Wagner

Diana F. Danbury

Name: DIANA F. DANBURY

(SEAL)

WITNESS:

Heslie A. Rooney

Name: Heslie A. Rooney

Maria White

Name: MARIA WHITE

LANDLORD:

RIVER RIDGE RETAIL COMPANY, L.L.C.
a Delaware limited liability company

By: *[Signature]*

Title: Authorized Agent

TENANT:

CARRABBA'S/BIRMINGHAM 280 LIMITED PARTNERSHIP
a Florida limited partnership

By: Carrabba's Italian Grill, Inc
a Florida Corporation, General Partner

By: *[Signature]*

Name: Carl W. Sahlsten

Title: Vice President

and

RCF/BIRMINGHAM 280 LIMITED PARTNERSHIP
A Tennessee limited partnership

By: RCF Enterprises, LLC, a Tennessee limited liability company, its General Partner

By: *[Signature]*

Name: Robert C. Frey

Title: Chief Manager

(Acknowledgment of LANDLORD)

THE STATE OF Alabama)
COUNTY OF Shelby)

Personally appeared before me, a Notary Public in and for the above County and State, David L. Silverstein known personally by me and acknowledged by me to be on the date of execution, Authorized Agent of River Ridge Retail Company, L.L.C. and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 18 day of May 2001

Donna Marie Colera
NOTARY PUBLIC

My Commission Expires:

9-30-04

(Acknowledgment of TENANT)

THE STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

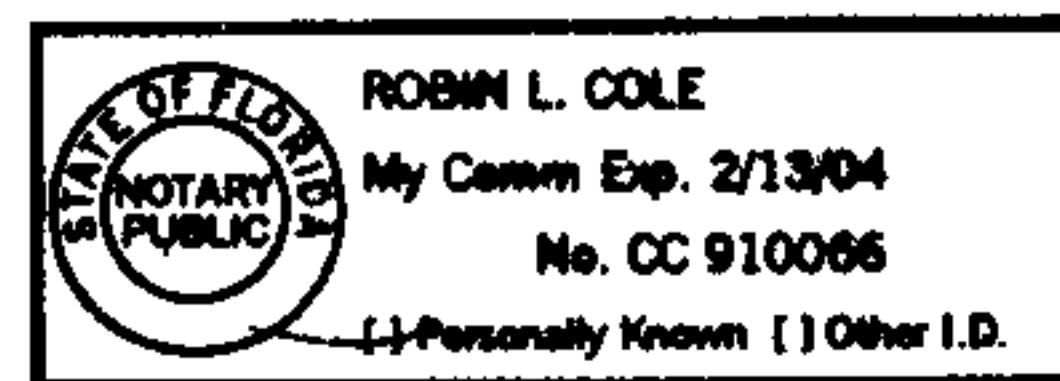
Personally appeared before me, a Notary Public in and for the above County and State, Carl W. Sahlsen known personally by me and acknowledged by me to be on the date of execution, Vice President of Carrabba's Italian Grill, Inc., a Florida limited partnership and he/she executed the foregoing for and on behalf of said Corporation.

Witnessed by hand and this notarial seal, this 19th day of April 2001

Robin L. Cole
NOTARY PUBLIC

My Commission Expires:

2/13/04



THE STATE OF Florida)
COUNTY OF Hillsborough)

Personally appeared before me, a Notary Public in and for the above County and State, Robert C. Frey known personally by me and acknowledged by me to be on the date of execution, Chief Manager of RCF Enterprises, LLC and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 24th day of April 2001

Robin L. Cole
NOTARY PUBLIC

My Commission Expires:

2/13/04

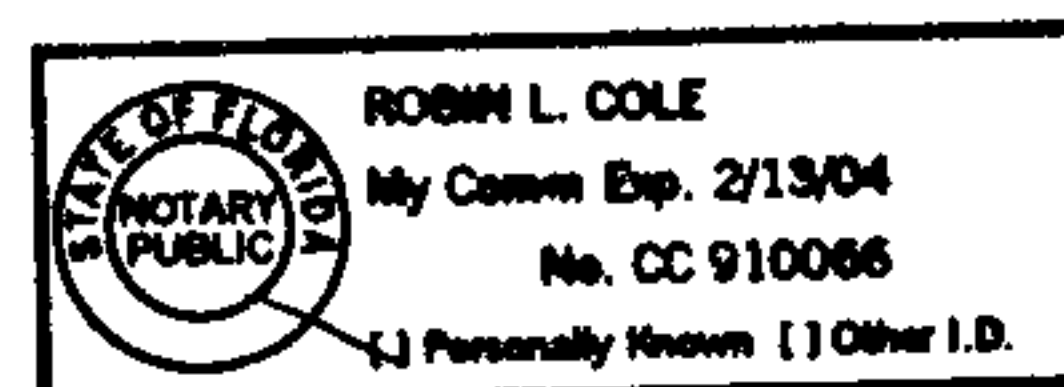


Exhibit "A"

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1001 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6166
FAX (205) 328-2252
WWW.SCHOEL.COM

LEGAL DESCRIPTION

OUTBACK STEAKHOUSE LEASE PARCEL

Being a part of Lot 3, River Ridge Plaza as recorded in Map Book 26, Page 14 in the office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at the Southernmost corner of Lot 2, River Ridge Plaza as recorded in Map Book 26, Page 14 in the office of the Judge of Probate of Shelby County, Alabama and run in a Northwesterly direction along the common line of Lot 2 and Lot 3, River Ridge Plaza a distance of 71.67 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 44.31 feet to the POINT OF BEGINNING of the parcel herein described; thence 20°00'03" to the left in a Southwesterly direction a distance of 34.15 feet to a point; thence 90°00' to the left in a Southeasterly direction a distance of 19.35 feet to a point; thence 90°00' to the right in a Southwesterly direction a distance of 33.99 feet to a point; thence 64°38'06" to the left in a Southeasterly direction a distance of 33.91 feet to a point; thence 25°21'54" to the left in a Southeasterly direction a distance of 90.11 feet to a point; thence 90°00' to the left in a Northeasterly direction a distance of 93.67 feet to a point; thence 90°00' to the left in a Northwesterly direction a distance of 44.00 feet to a point; thence 90°00' to the left in a Southwesterly direction a distance of 11.00 feet to a point; thence 90°00' to the right in a Northwesterly direction a distance of 96.10 feet to the POINT OF BEGINNING.

Containing 10,904.63 square feet or 0.25 acre.

January 8, 2001

desc1207

Exhibit "B"

Inst # 2001-28056

07/09/2001-28056
08:20 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
795.80
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PROTECTED AREA

RECEIVED

SITE LEA
2-08-00
F-1