

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

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

SUBORDINATION, NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into as of the 9th day of March, 2001 by and between **CARRABBA'S/BIRMINGHAM 280, LIMITED PARTNERSHIP** ("TENANT") and **SOUTHTRUST BANK**, an Alabama state banking corporation ("Lender") and **RIVER RIDGE RETAIL COMPANY, L.L.C.** ("LANDLORD").

RECITALS:

WHEREAS, LANDLORD and TENANT executed a Lease dated as of December 8, 2000 (the "Lease") covering a certain Premises therein described located on a parcel of real estate, a legal description of which is attached hereto and incorporated herein by this reference as Exhibit "A" (said parcel of real estate and the Premises being sometimes collectively referred to herein as the "Property"); and

WHEREAS, LANDLORD is indebted to Lender as evidenced by a promissory note secured by various loan documents (the "Loan Documents"), including a Mortgage and Security Agreement (the "Mortgage") dated September 7, 1999 and recorded on September 10, 1999 at Volume 1999, Page 38043, of the Probate Office of Records of Shelby County, Alabama; and

WHEREAS, the parties hereto desire to assure TENANT's possession and control of the Property under Lease upon the terms and conditions therein contained.

NOW, THEREFORE, for and in consideration of the mutual covenants and premises herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed by the parties hereto, the parties hereto do hereby agree as follows:

AGREEMENT:

1. The Lease is and shall be subject and subordinate to the Mortgage and other Loan Documents, and to all renewals, modifications, consolidations and extensions thereof, and to all future advances made thereunder; provided that if no default exists by TENANT under the Lease (beyond any applicable cure period) Lender will honor or recognize the Lease and all of the TENANT's rights under the terms of the Lease..

2. Should Lender become the owner of the Property, or should the Property be sold by reason of foreclosure, or other proceedings brought to enforce the Mortgage, or should the Property be transferred by deed in lieu of foreclosure, or should any portion of the Property be sold under a trustee's sale, the Lease shall continue in full force and effect as a direct lease between the then owner of the Property covered by the Mortgage and TENANT, upon, and subject to, all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, including any extensions therein

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Carrabba's Title

provided. TENANT does hereby agree to attorn to Lender or to any such owner as its landlord, and Lender hereby agrees that it will accept such attornment.

3. Tenant shall give prompt written notice to Lender of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit or offset any amounts against future rents, and Lender shall have a reasonable opportunity, (not to exceed the time period provided to Landlord under the Lease) but shall not be required, to cure the same.

4. Notwithstanding any other provision of this Agreement, Lender shall not be (a) liable for any default of any landlord under the Lease (including LANDLORD), except that Lender agrees to cure any default of LANDLORD that is continuing as of the date Lender forecloses the Property within thirty (30) days from the date TENANT delivers written notice to Lender of such continuing default, unless such default is of such a nature to reasonably require more than thirty (30) days to cure and then Lender shall be permitted such additional time as is reasonably necessary to effect such cure, provided Lender diligently and continuously proceeds to cure such default; (b) subject to any offsets or defenses which have accrued prior to the date of foreclosure, unless the same is specifically provided for in the Lease; (c) bound by any Rent that TENANT may have paid under the Lease more than one month in advance; (d) bound by any amendment or modification of the Lease (excluding any permitted assignments as provided by the terms of the Lease) hereafter made without Lender's prior written consent; (e) responsible for the return of any security deposit delivered to LANDLORD under the Lease and not subsequently received by Lender.

5. If Lender sends written notice to TENANT to direct its rental payments under the Lease to Lender instead of LANDLORD, then TENANT agrees to follow the instructions set forth in such written instructions and deliver rental payments to Lender. LANDLORD and Lender agree that TENANT shall be credited under the Lease for any rental payments sent to Lender pursuant to such written notice.

6. All notices which may or are required to be sent under this Agreement shall be in writing and shall be sent by first-class certified U.S. mail, postage prepaid, return receipt requested, and sent to the party at the address appearing below or such other address as any party shall hereafter inform the other party by written notice given as set forth above:

TENANT: Carrabba's/Birmingham 280, Limited Partnership
c/o Carrabba's Italian Grill, Inc.
2202 N. West Shore Blvd., 5th Floor
Tampa, Florida 33607
Attn: General Counsel

Lender: SouthTrust Bank
420 North 20th Street
11th Floor, Commercial Real Estate Group
Birmingham, Alabama 35203

LANDLORD: Bayer Properties Inc.
c/o River Ridge Retail Company, L.L.C.
2222 Arlington Avenue
Birmingham, AL 35205

All notices delivered as set forth above shall be deemed effective three (3) days from the date deposited in the U.S. mail

7. The Loan Documents, including the Mortgage, shall not cover or encumber and shall not be construed as subjecting in any manner to the lien thereof any of TENANT's improvements or trade fixtures, furniture, equipment or other personal property at any time placed or installed in the Premises. In the event the Property or any part thereof shall be taken for public purposes by condemnation or transfer in lieu thereof or the same are damaged or destroyed, the rights of the parties to any condemnation award or insurance proceeds shall be determined and controlled by the applicable provisions of the Lease.

8. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors in interest, heirs and assigns and any subsequent owner of the Property secured by the Mortgage.

9. Should any action or proceeding be commenced to enforce any of the provisions of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorney's fees.

10. TENANT shall not be joined as a party/defendant in any action or proceeding which may be instituted or taken by reason or under any default by LANDLORD in the performance of the terms, covenants, conditions and agreements set forth in the Mortgage or other Loan Documents.

IN WITNESS WHEREOF, the parties hereto have caused this Non-Disturbance Agreement to be executed as of the day and year first above written.

LENDER:

SOUTHTRUST BANK,
an Alabama state banking corporation

By: Scott M. Abbott
Name: Scott M. Abbott
Title: Vice President

TENANT:

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

By: Carl W. Schlusman
Name: Carl W. Schlusman
Title: Vice President

LANDLORD:

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

By: Jeff Bayer
Name: JEFF BAYER
Title: Authorized Agent

[Acknowledgment of Lender]

THE STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

Personally appeared before me, a Notary Public in and for the above County and State, Scott Abbott known personally by me and acknowledged by me to be on the date of execution, Vice President of SouthTrust Bank, an Alabama banking corporation and he 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 15th day of March, 2001.

Regina H. Ellis
NOTARY PUBLIC
My Commission Expires: 8-6-2001

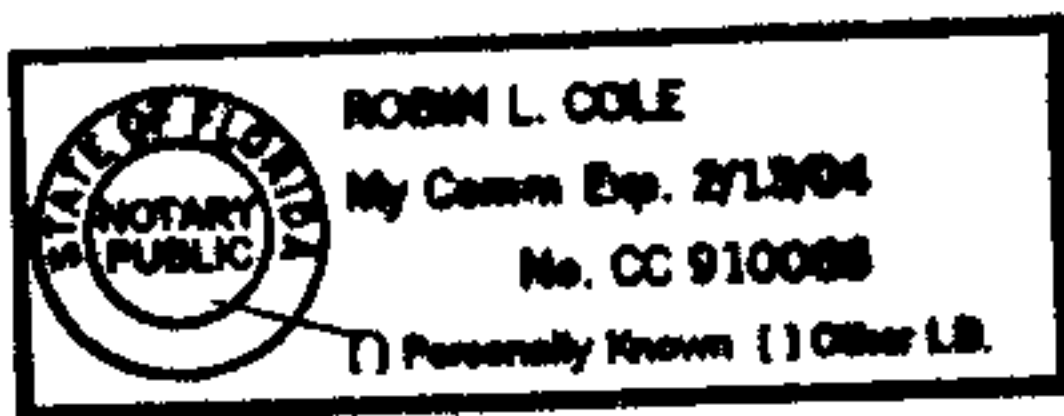
[Acknowledgment of TENANT]

THE STATE OF FLORIDA)
)
COUNTY OF HILLSBOROUGH)

Personally appeared before me, a Notary Public in and for the above County and State, Carl W. Salester known personally by me and acknowledged by me to be on the date of execution, Vice President of Carabbis/Birmingham, Ltd. and he/she executed the foregoing for and on behalf of said Corporation by authority of its Board of Directors. General Partnership

Witnessed by hand and this notarial seal, this 26th day of February, 2001.

Robin L. Cole
NOTARY PUBLIC
My Commission Expires: 11/3/04



[Acknowledgment of LANDLORD]

THE STATE OF ALABAMA)

COUNTY OF ~~JEFFERSON~~ *Shelby*)

Personally appeared before me, a Notary Public in and for the above County and State, *Jeffrey A. Bayer* ~~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., a Delaware limited liability company, and he executed the foregoing for and on behalf of said limited liability company by authority of its Board of Directors.

Witnessed by hand and this notarial seal, this 9th day of March 2001.

Donna Marie Coleman

NOTARY PUBLIC

My Commission Expires: 9-30-04

EXHIBIT A

LEGAL DESCRIPTION

Lot 3 of River Ridge Plaza, as recorded in Map Book 26, Page 14 in the Probate Office of Shelby County, Alabama.

Inst # 2001-13459

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