

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

SUBORDINATION, NON-DISTURBANCE AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AGREEMENT (the "Agreement") is made and entered into as of the 17th day of April, 2001 by and between **CARRABBA'S/BIRMINGHAM 280 LIMITED PARTNERSHIP**, a Florida limited partnership ("TENANT") and **SECURITY LIFE OF DENVER INSURANCE COMPANY c/o ING INVESTMENT MANAGEMENT LLC** with its principal office at 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349 ("Lender") and **INLAND SOUTHEAST RIVER RIDGE, 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, Borrow intends to grant a first lien interest in the Property and the Premises to Lender by delivery of a Mortgage, [Deed of Trust or Deed to Secure Debt], Security Agreement, Financing Statement and Fixture Filing to be recorded in the Official Records of Shelby County, State of Alabama (the "Mortgage") and an Assignment of Rents and Leases (the "Assignment"), and the granting of such first lien interest and the delivery and recording of the Mortgage and the Assignment are express conditions of the Lender's willingness to proceed with the funding of a loan to the Borrower secured by the Property.

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 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.

Handwritten: 8-17-01

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: Real Estate Manager
and
Carrabba's Italian Grill, Inc.
2202 N. West Shore Blvd., 5th Floor
Tampa, Florida 33607
Attn: General Counsel

LENDER:

Security Life of Denver Insurance Company
C/o ING Investment Management
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia 30327-4349
Attn: Mr. Maurice Moore

LANDLORD:

Inland Southeast River Ridge, L.L. C.
2901 Butterfield Road
Oak Brook, Illinois 60523
Attn: Mr. Robert Baum

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:

Security Life of Denver Insurance Company

By: ING Investment Management LLC
Its Authorized Agent

By: 
Name: **Daniel J. Foley**
Title: **Sr. Vice President** *DM*

TENANT:

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

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

By: 
Name: Carl Sahlsten
Title: Vice President

LANDLORD:

Inland Southeast River Ridge, L.L.C.
a Delaware limited liability company

By: Inland Retail Real Estate Limited Partnership
an Illinois limited partnership, sole member

By: Inland Retail Real Estate Trust, Inc.
a Maryland corporation, general partner

By: 
Roberta S. Matlin
Vice President

STATE OF Georgia }
COUNTY OF Fulton }

On this 14th day of May, 2003, before me, a Notary Public, personally appeared Daniel J. Foley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Deborah Reinhardt



[Acknowledgment of Lender]

THE STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, a Notary Public in and for the above County and State, _____ known personally by me and acknowledged by me to be on the date of execution, _____ of _____ 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 _____ day of _____, 2003.

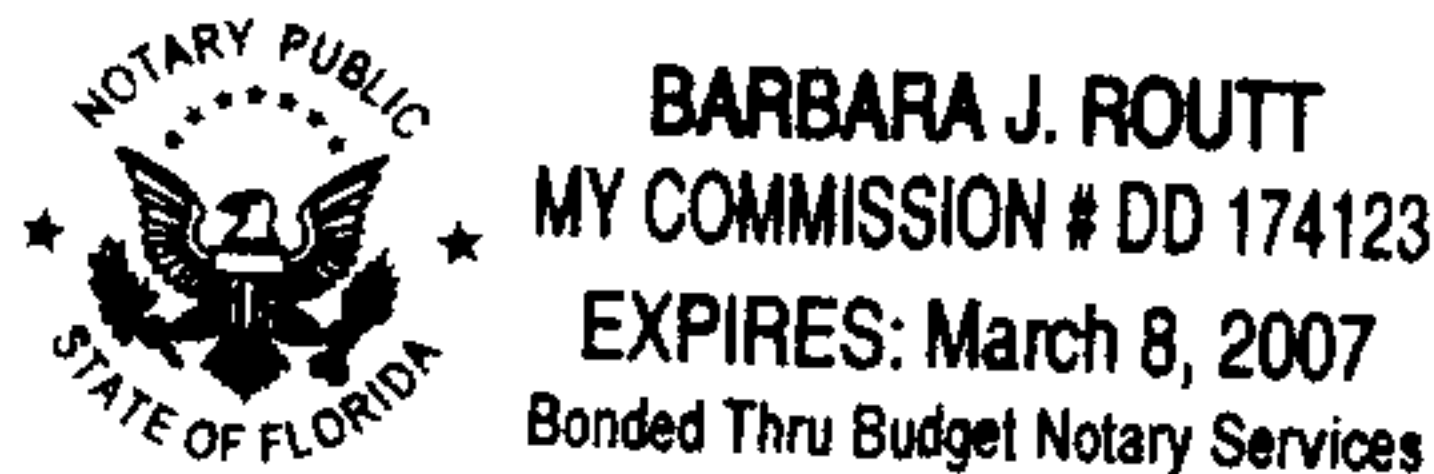
NOTARY PUBLIC
My Commission Expires: _____

[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. SAHLSTEN known personally by me and acknowledged by me to be on the date of execution, Vice President of Carrabba's/Birmingham 280 Limited Partnership, a Florida limited partnership, General Partner of Carrabba's Italian Grill, Inc., a Florida 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 6th day of March, 2003.



Barbara J. Routt
NOTARY PUBLIC
My Commission Expires: March 8, 2007

[Acknowledgment of LANDLORD]

THE STATE OF _____)
)
COUNTY OF _____)

Personally appeared before me, a Notary Public in and for the above County and State, _____ known personally by me and acknowledged by me to be on the date of execution, _____ of _____ and he/she 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 _____ day of _____, 2003.

NOTARY PUBLIC

[Acknowledgment of Lender]

THE STATE OF _____)
)
 COUNTY OF _____)

Personally appeared before me, a Notary Public in and for the above County and State, _____ known personally by me and acknowledged by me to be on the date of execution, _____ of _____ 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 _____ day of _____, 2003.

 NOTARY PUBLIC

My Commission Expires: _____

[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. Sahlsten known personally by me and acknowledged by me to be on the date of execution, Vice President of Carrabba's/Birmingham 280 Limited Partnership, a Florida limited partnership, General Partner of Carrabba's Italian Grill, Inc., a Florida 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 6th day of March, 2003.



BARBARA J. ROUTT
 MY COMMISSION # DD 174123
 EXPIRES: March 8, 2007
 Bonded Thru Budget Notary Services

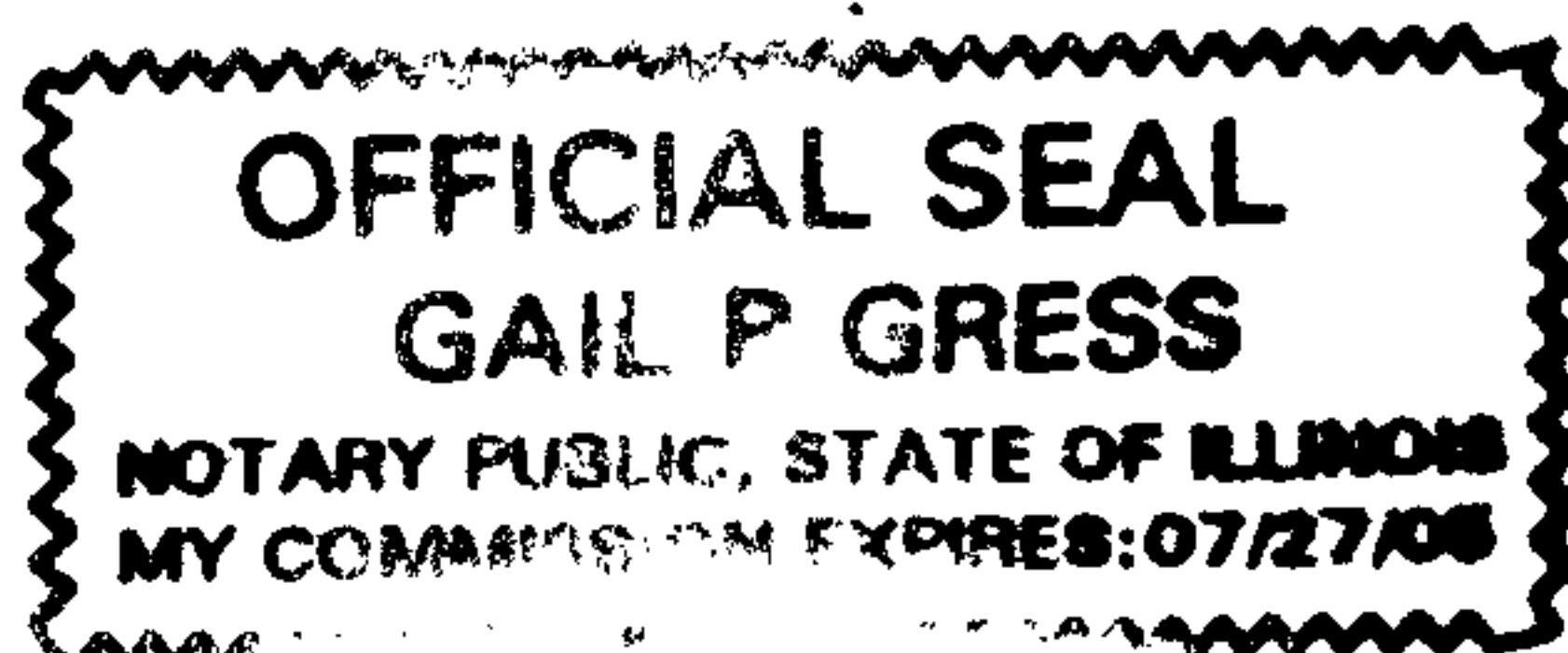
Barbara J. Routt
 NOTARY PUBLIC
 My Commission Expires: March 8, 2007

[Acknowledgment of LANDLORD]

THE STATE OF Illinois)
)
 COUNTY OF DeKalb)

Personally appeared before me, a Notary Public in and for the above County and State, Robert S. Matlin known personally by me and acknowledged by me to be on the date of execution, Vice President of Oakland Southeast River Ridge LLC and he/she 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 3 day of April, 2003.



Gail P. Gress
 NOTARY PUBLIC

Exhibit "A"

WALTER SCHOEL ENGINEERING COMPANY, INC.

CONSULTING ENGINEERS
1201 22ND STREET SOUTH
BIRMINGHAM, ALABAMA 35205
PHONE (205) 323-6666
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

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