

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:

Katheryne L. Zelenock
Miller Canfield Paddock and Stone, PLC
840 West Long Lake Road
Suite 200
Troy, MI 48098

Tenant Trade Name: Logan's Road House, Inc.
Suite/Floor/Space No.: _____

Roadhouse (global change)

**SUBORDINATION, NON-DISTURBANCE/ESTOPPEL
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE/ESTOPPEL AND ATTORNMENT AGREEMENT (this "**Agreement**"), dated this 14 day of Aug, 2006, between Logan's Road House, Inc., an Alabama general partnership ("**Tenant**"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association, its successors and assigns ("**Mortgagee**"), having its principal place of business at 135 S. LaSalle, Suite 3410, Chicago, IL 60603, Attention: Real Estate Capital Markets.

RECITALS:

I. Tenant is the lessee under that certain lease executed between Tenant and Restaurant Investors and Frank C. Ellis ("**Landlord**"), dated July, 1998 (the lease and all amendments thereto are hereinafter referred to as the "**Lease**"), covering all or a portion of property legally described in Schedule I attached hereto and made a part hereof and commonly known as 100 Resource Parkway, Birmingham, Alabama 35242 (the "**Property**").

II. Lender is making a loan (the "**Loan**") to Landlord which is secured, in part, by the lien of a mortgage or deed of trust executed and delivered by Landlord to Lender encumbering the Property (the "**Mortgage**") and an assignment of leases and rents from the Property.

III. As a condition to making the Loan, Lender requires that Tenant enter into this Agreement and Tenant acknowledges that Lender is relying upon this Agreement.

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



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to the best of its knowledge,

A. Tenant hereby represents, acknowledges and agrees as follows:

1. Lease Effective-Amendment. The Lease is in full force and effect and has not been amended, modified or extended except as follows:

2. No Options or Rights of First Refusal. The Lease does not contain any options to purchase and/or lease additional space, rights of set off, rights of first refusal to purchase and/or lease additional space or any similar provisions regarding acquisition of ownership interests or additional leased space in the building except as follows:

3. Lease Term. The term of the Lease commenced on 10-21-99 and will terminate on: 10-20-2019
4. Rent. The current monthly rent payment under the Lease is \$10,833.33. Rent has been paid through July 31, 2004. No advance rents have been prepaid except for the current month. 6
5. Additional Amounts Payable. In addition to monthly rent payments, the following amounts are also payable on a _____ basis for the following purposes:
% rent
6. Improvements Completed-Accepted. The improvements described in the Lease have been completed and accepted by Tenant.
7. Security Deposit. The security deposit under the Lease is currently \$ N/A.
8. No Sublet or Assignment. Tenant has not sublet any portion of the leased premises or assigned any of its rights under the Lease.
9. Possession of the Premises. Tenant is in occupancy, open for business and paying full contractual rent without right of offset or rent abatement; and such possession having been delivered by the Landlord pursuant to the Lease and having been accepted by the Tenant.
10. No Claims or Defenses. Tenant has no existing claims, defenses or offsets under the Lease against Landlord, no uncured default exists under the Lease, and no event has occurred that would, except for the lapse of time, the giving of notice or both, constitute a default.
11. Guaranty. The guaranty of the Lease, if any, is in full force and effect.
12. Notices to Lender. ^{default} Tenant will deliver to Lender (at the address set forth above) a copy of all notices Tenant delivers to or receives from Landlord.
13. No Bankruptcy or Insolvency Actions. There are no actions, whether voluntary or involuntary or otherwise pending against Tenant under the bankruptcy laws of the United States or any portion of its interest in the Property or the Lease.

- B. The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, rights of set off, and any similar rights, are and shall be subject and subordinate to the Mortgage, and to all amendments, modifications, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.
- C. No cancellation, modification, amendment, extension, or assignment of the Lease, and no subletting or prepayment of more than one month's rent shall be made without Lender's prior written consent. *Provided, however, Lender shall not withhold consent for assignments or subletting by Tenant performed in accordance with the terms of the Lease.*
- D. In the event Lender elects to foreclose the Mortgage, Lender will not join Tenant in summary or foreclosure proceedings unless required by applicable law (and then only to the extent so required) as long as Tenant has not amended the Lease without Lender's prior written consent and is not in default under the Lease. *beyond any applicable notice and cure period.*
- E. All rent payments *(in writing)* shall be paid as provided under the Lease until Tenant has been otherwise notified by Lender or its successor and assign. Tenant agrees that, upon receipt of a notice from Lender or its successor or assign that there has been a default by Landlord under the loan documents executed in connection with the Loan, Tenant shall make all subsequent rent payments directly to Lender (or its successor or assign), or at the direction of Lender (or its successor or assign). All prepayments of more than one month's rent and any and all termination fees paid by Tenant, or at Tenant's direction, shall be payable jointly to Lender and Landlord. *Written*
- F. In the event that Lender shall succeed to the interest of Landlord under the Lease and there exists no default by Tenant under the Lease and Tenant has not amended the Lease without Lender's prior written consent, Lender agrees not to disturb or otherwise interfere with Tenant's possession of the leased premises for the unexpired term of the Lease, provided that Lender shall not be: *beyond any applicable notice and cure period*
1. liable for any act or omission of Landlord or any prior landlord under the Lease;
 2. subject to any offsets or defenses which Tenant might have against Landlord or any prior landlord;
 3. bound by any rent or additional rent which Tenant might have paid for more than the current month to Landlord or any prior landlord;
 4. bound by any amendment or modification of the Lease made without Lender's prior written consent; or
 5. liable for any security deposit Tenant might have paid to Landlord or any prior landlord, except to the extent Lender has actually received said security deposit, except to the extent that those funds are delivered to Lender as security or otherwise pursuant to the documents evidencing the Mortgage.
- G. Upon Lender's succeeding to Landlord's interest under the Lease, Tenant covenants and agrees to attorn to Lender or a purchaser at a foreclosure or trustee's sale, to recognize such successor landlord as Tenant's landlord under the Lease, and to be bound by and perform all of the obligations and conditions imposed upon Tenant by the Lease. If requested by Lender or any subsequent owner, Tenant shall execute a new lease with Lender, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants of the Lease.



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08/21/2006 01:51:11PM FILED/CERT

- default*
- H. Tenant shall deliver to Lender a copy of all notices Tenant delivers to or receives from Landlord in accordance with the notice provisions set forth herein. Prior to terminating the Lease due to a default by Landlord thereunder, Tenant agrees to notify Lender of such default and give Lender the opportunity to cure such default within the later of (i) thirty (30) days after the expiration of any notice and cure period or (ii) thirty (30) days of Lender's receipt of such notice (or, if such default cannot reasonably be cured within such thirty (30) day period, Lender shall have such longer time as may be necessary to cure the default; provided that Lender commences the cure within such period and diligently pursues the cure thereafter).
- I. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.
- J. This Agreement can be modified only in writing duly executed by both parties.
- K. Any notices, communications and waivers under this Agreement shall be in writing and shall be (i) delivered in person, (ii) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (iii) by overnight express carrier, addressed in each case as follows:

To Lender: LaSalle Bank National Association
135 S. LaSalle Street
Suite 3410
Chicago, Illinois 60603
Attn: Real Estate Capital Markets
Re: 100 Resource Parkway

To Tenant:

Roadhouse
Logan's Road House, Inc.
3011 Armory Drive, Suite 300
Nashville, TN 37204

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Paragraph shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

- L. If any action or proceeding is instituted to enforce the terms hereof, the prevailing party in such action or proceeding shall be entitled to reasonable attorneys' fees, costs and expenses of the prevailing party.
- M. This Agreement, and all obligations of Tenant hereunder, shall terminate upon the release and satisfaction of the Mortgage.
- N. The undersigned representative of Tenant certifies that he/she has full power, authority and right to execute and deliver this Agreement on behalf of Tenant and to bind Tenant to the provisions hereof.
- O. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement. This Agreement shall inure to the benefit of Lender, its successors and assigns and shall be binding upon Tenant and its successors and assigns.

P. — *see insert*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TENANT: Logan's Road House, Inc. ✓

By: _____

Name: Rob Effner

Its: Sr. Vice President

MORTGAGEE:

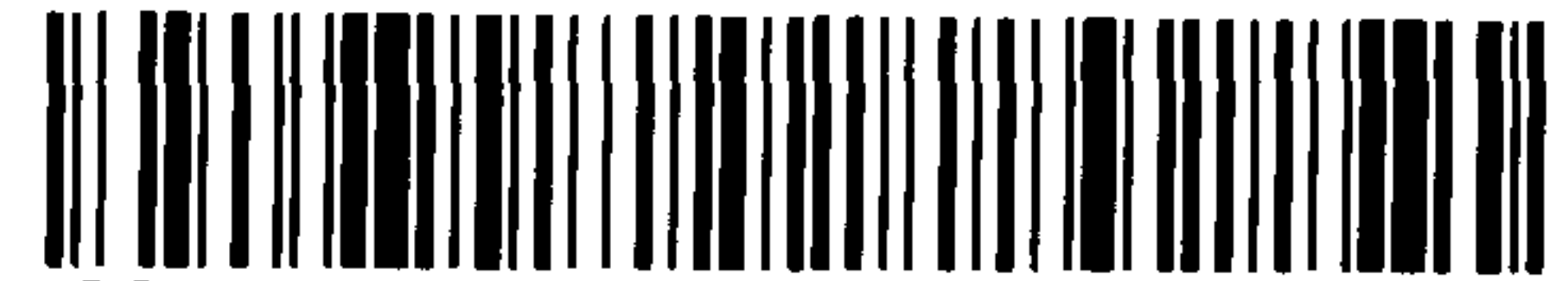
LASALLE BANK NATIONAL ASSOCIATION, a
national banking association

By: _____

Name: Tim Ervin

Its: Managing Director

P. In the instance of a conflict between the provisions of the Lease and the Mortgage with regard to either: (i) insurance proceeds following a casualty loss or (ii) an award from a condemnation taking or deed-in-lieu of condemnation, the terms of the Lease shall control.



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08/21/2006 01:51:11PM FILED/CERT

JOINDER

As an inducement for Mortgagee to execute and deliver this Agreement and close the Loan referenced herein, _____, a _____, the Guarantor of Tenant's obligations under the Lease, hereby (i) acknowledges and consents to the terms of the Agreement, and (ii) agrees to assume all of Tenant's liability arising under the Agreement with respect to a breach by Tenant of any of its obligations contained in the Agreement.

By: _____
Name: _____
Its: _____

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Shelby Cnty Judge of Probate, AL
08/21/2006 01:51:11PM FILED/CERT

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

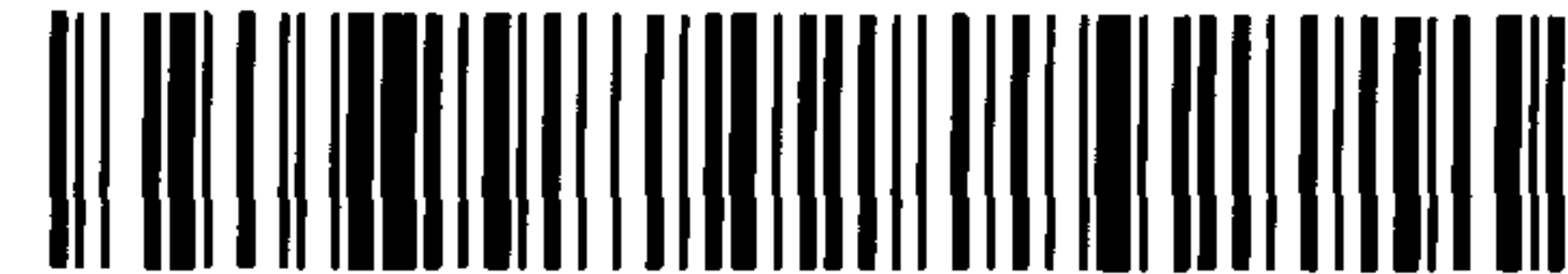
I, _____, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, that _____, the _____ of LaSalle Bank National
Association, a national banking association, who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person and
acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act
and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, _____.

[SEAL]

Notary Public

My commission expires: _____



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 08/21/2006 01:51:11PM FILED/CERT

STATE OF Tennessee)
)
 COUNTY OF Davidson) SS.

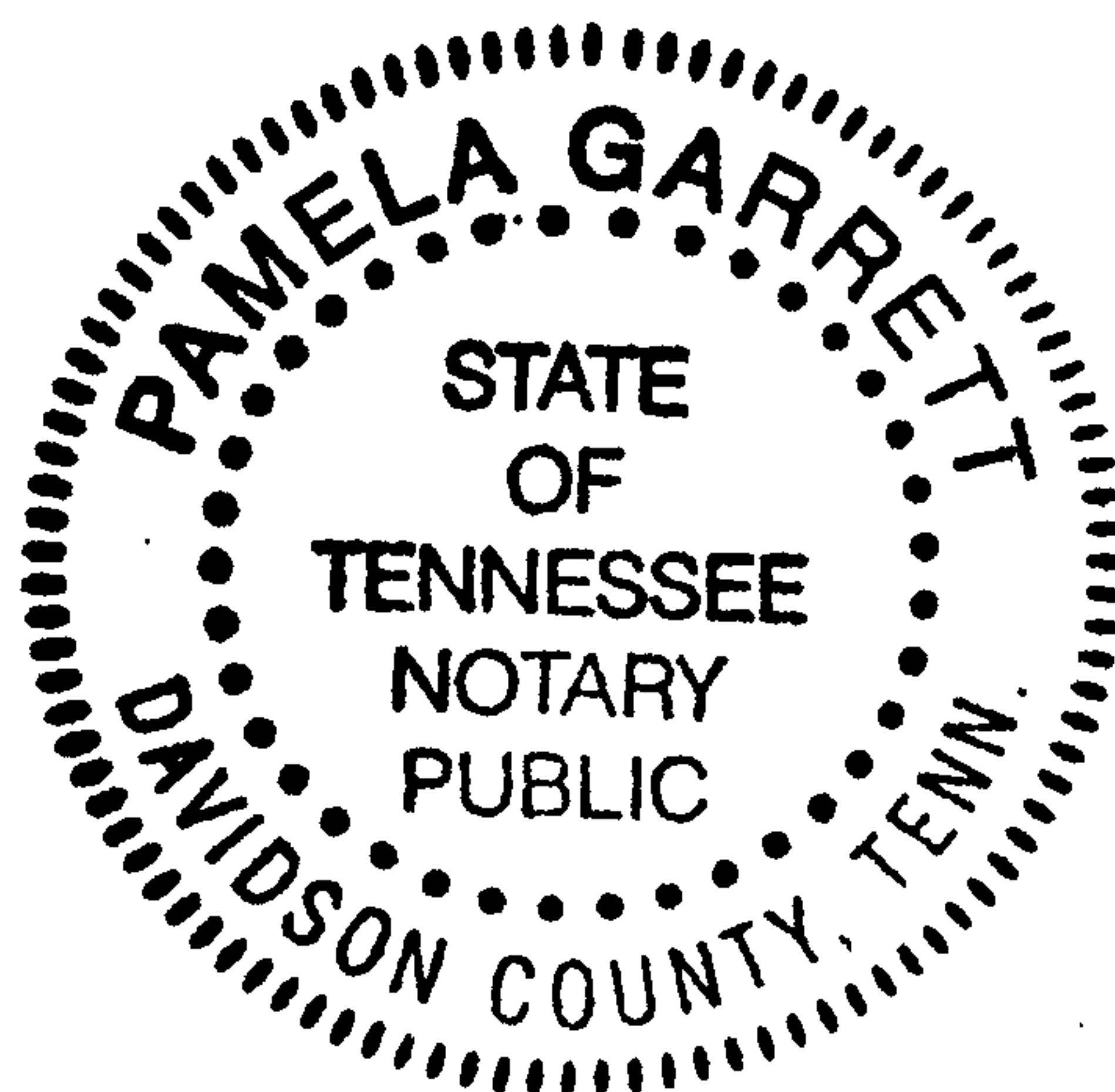
I, Pamela Garrett, a Notary Public in and for said County, in the State aforesaid,
 DO HEREBY CERTIFY, that Rob Effner, the Si. V.P. of
Logan's Roadhouse, a TN Corporation, who is personally known to
 me to be the same person whose name is subscribed to the foregoing instrument, appeared before me
 this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own
 free and voluntary act and as the free and voluntary act of said Si. V.P., for the uses and
 purposes therein set forth.

Given under my hand and notarial seal this 2nd day of August, 2006.

Notary Public

Pamela Garrett

[SEAL]



My commission expires: _____

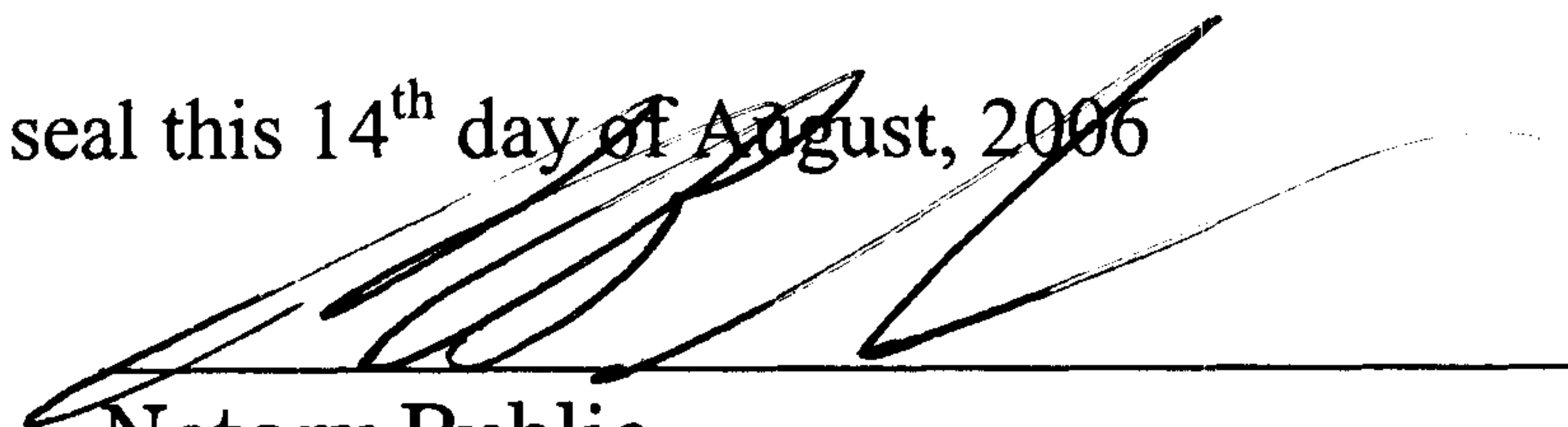
My Commission Expires SEPT 19 2009

STATE OF ILLINOIS)
) ss.:
COUNTY OF KANE)


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08/21/2006 01:51:11PM FILED/CERT

I, Mark Brabec, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Timothy Ervin, the Managing Director of LaSalle Bank National Association, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the use and purposes therein set forth.

Given under my hand and notorial seal this 14th day of August, 2006



Notary Public

My commission expires: 01/09/2010



EXHIBIT A


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08/21/2006 01:51:11PM FILED/CERT

Legal Description of Property

Lot 1A, according to the survey of Resource Center, as recorded in Map Book 24, Page 118, in the Probate Office of Shelby County, Alabama.