

This instrument was prepared by,
and after recording return to:

Abbye M. Goodling, Esq.
Hartman, Simons, Spielman & Wood, LLP
6400 Powers Ferry Road, NW
Suite 400
Atlanta, GA 30339

NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Non-Disturbance And Attornment Agreement (this "**Agreement**") is made as of February 1, 2007, by THE COMMERCIAL DEVELOPMENT AUTHORITY OF THE CITY OF ALABASTER, ALABAMA ("**Authority**"), an Alabama municipal corporation, for the benefit of RARE HOSPITALITY INTERNATIONAL, INC. ("**Tenant**"), a Georgia corporation, and its successors and assigns.

RECITALS:

- A. Authority, as lessor, and Colonial Realty Limited Partnership ("**Colonial**"), a Delaware limited partnership, as lessee, entered into that certain Ground Lease And Option Agreement (the "**Ground Lease**") dated as of December 1, 2005, for the lease of certain real property (the "**Leased Premises**") more particularly described therein;
- B. Colonial's interest under the Ground Lease was assigned by Colonial to HIGHWAY 31 ALABASTER TWO, LLC, an Alabama limited liability company ("**Highway**") by that certain Assignment dated as of December 20, 2005;
- C. Highway, as sublessor, and Tenant, as sublessee, have entered into a certain Lease Agreement (the "**Sublease**") dated November 30, 2006, for the sublease to Tenant of a certain portion of the Leased Premises more particularly described on Exhibit "A" attached hereto and incorporated herein (such portion of the Leased Premises herein called the "**Subleased Premises**");
- D. As a condition to Tenant's execution of the Sublease, Tenant has requested that Authority execute and deliver this Agreement to Tenant.

NOW, THEREFORE, Authority, for itself and its successors and assigns, in consideration of good and valuable consideration, the receipt and sufficiency

of which is hereby acknowledged, does hereby agree with Tenant and its successors and assigns as follows:

1. Estoppel. Authority covenants and warrants to both Highway and Tenant that it possesses all of the right, title, and interest of the "Authority" named in the Ground Lease, that the Ground Lease is in good standing and is in full force and effect, that Highway has paid all rent and other charges payable under the Ground Lease through the date of this Agreement, that to Authority's knowledge neither Authority nor Highway is in default in the performance of any agreement or satisfaction of any conditions contained in the Ground Lease, and that Authority will comply with all terms, provisions, covenants and obligations of the Ground Lease that are binding on Authority.
2. Termination of Ground Lease. If the Ground Lease shall expire or terminate during the term of the Sublease for any reason (including, without limitation, as a result of the rejection or disaffirmance of the Ground Lease pursuant to bankruptcy law or another law affecting creditors' rights), or if Highway shall surrender the Ground Lease to Authority during the term of the Sublease, then, so long as no default by Tenant exists under the terms of the Sublease (beyond any applicable notice and cure periods), Authority shall recognize and not disturb Tenant's rights under the Sublease and shall assume the obligations of Highway under the Sublease which arise after the termination of the Ground Lease with the same force and effect as if Authority was originally named as "Highway" in the Sublease, and Tenant shall attorn to Authority. Notwithstanding the foregoing, Authority shall be obligated to cure any defaults of a continuing nature after the termination of the Ground Lease. In the event of termination or expiration of the Ground Lease during the term of the Sublease, the Authority shall send written notice to Tenant of such termination or expiration. Tenant shall not be liable to Authority for any rent paid to Highway under the Sublease unless Tenant shall have received at least thirty (30) days' prior written notice to commence making rent payments under the Sublease to Authority. Tenant shall have the right to rely upon any written notice from Authority to commence delivery of rent payments to Authority.
3. Additional Documentation. Although the provisions of this Agreement are self operative without the necessity of the execution of any further instruments by any party whatsoever, the parties hereto agree to confirm in writing the agreements described in Paragraph 1 above no more often than one (1) time per calendar year within twenty (20) days after the request of any other party hereto by an instrument in confirmation of and consistent with the foregoing provisions, in a form reasonably satisfactory to the requesting and confirming parties.

4. Authority. Authority and Tenant each warrant that it has the authority and right to enter into this Agreement without the consent, approval, or joinder of any party, and that each person executing this Agreement is fully authorized and empowered to do so.
5. Notices. Wherever and whenever in this Agreement or in the Ground Lease or Sublease it shall be required or permitted that notice or demand be given or served by any party, such notice or demand shall be given or served and shall not be deemed to have been given or served unless in writing, and either delivered or forwarded by registered or certified mail, or nationally recognized overnight courier addressed as follows:

To Authority at: Authority of the City of Alabaster, Alabama
Attn: Greg Morris, Esq.
201 First Street North
Alabaster, Alabama 35007

To Tenant at: RARE Hospitality International, Inc.
8215 Roswell Road
Building 600
Atlanta, GA 30350
Attn: Legal Department

Such addresses may be changed from time to time by either party servicing notices as above provided.

6. Successors. The foregoing provisions of this Agreement shall be binding upon and inure to the benefit of, the parties hereto and their respective successors-in-interest and assigns.
7. Attorney's Fees. If any party brings an action to enforce the terms hereof or to declare rights hereunder against the other party, the parties agree that each party shall be responsible for its own attorney's fees and costs.
8. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the material contained herein and all prior agreements (oral or in writing) with respect thereto are merged herein. This Agreement may not be modified, waived, or canceled except by written instrument subscribed by all of the parties hereto.
9. Counterparts. This document may be executed in counterparts, each of which shall be deemed to be an original and shall be binding upon the parties or party who execute same, but all of such counterparts shall constitute one in the same agreement. Counterpart signatures received through telefax transmission shall bind the party whose signature is so received as if such

signature were an original. Notwithstanding the foregoing, originals will be exchanged.

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20070312000110720 5/7 \$29.00
Shelby Cnty Judge of Probate, AL
03/12/2007 01:51:40PM FILED/CERT

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

THE COMMERCIAL DEVELOPMENT AUTHORITY
OF THE CITY OF ALABASTER, ALABAMA,
an Alabama municipal corporation

By: Dennis Rother, Chairman
Dennis Rother, Chairman

STATE OF ALABAMA)
) ss:
COUNTY OF SHELBY)

I, as a Notary Public in and for the said County and State, do hereby certify that DENNIS ROTHER, whose name as Chairman of The Commercial Development Authority Of The City Alabaster, Alabama, an Alabama municipal corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of the said entity.

Given under my hand this 24th day of January, 2007.

Lisa J. Hosmer
Notary Public

Print Name: Lisa J. Hosmer

My commission expires: My Commission Expires Feb 2, 2010

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above.

RARE HOSPITALITY INTERNATIONAL, INC.,
A Georgia corporation

By: Eugene I. Lee, Jr.

Name: Eugene I. Lee, Jr.

Its: President

STATE OF GEORGIA)
) ss:
COUNTY OF FULTON)

I, a Notary Public in and for the said County and State, do hereby certify that
Eugene I. Lee, Jr., whose name as the
President of RARE HOSPITALITY INTERNATIONAL,
INC., a Georgia corporation, is signed to the foregoing instrument, and who is known to
me, acknowledged before me on this day that, being informed of the contents of the said
instrument, s/he as such officer and with full authority, executed the same voluntarily for
and as the act of the said entity.

Given under my hand this 10th day of February, 2007.

Kimberley G. Bowers
Notary Public

Print Name: KIMBERLEY G. BOWERS
Notary Public - State of Georgia
Qualified in Fulton County
My Commission Expires October 14, 2007

My commission expires: 10/14/07

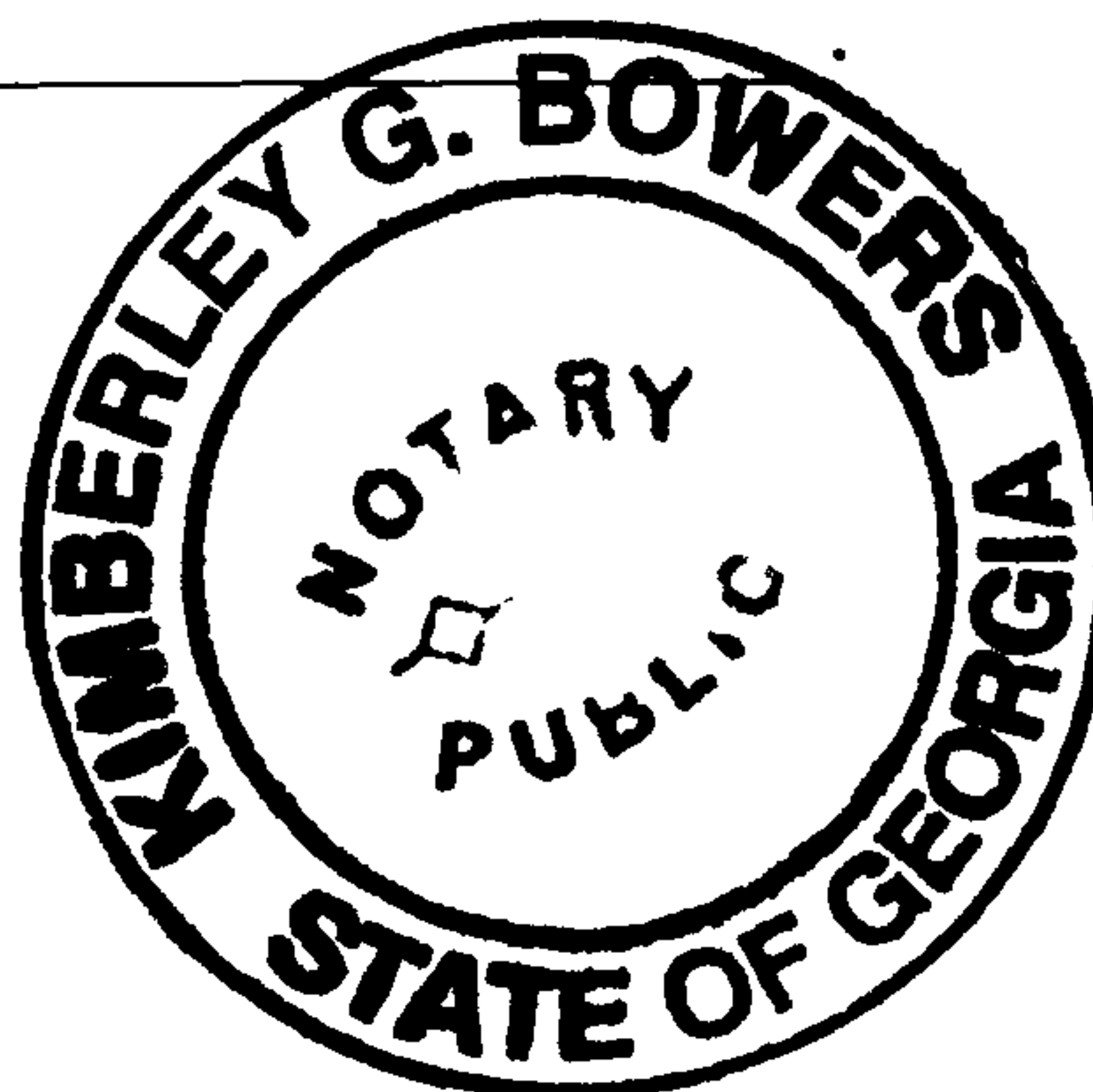



EXHIBIT "A"


20070312000110720 7/7 \$29.00
Shelby Cnty Judge of Probate, AL
03/12/2007 01:51:40PM FILED/CERT

OUTPARCEL 5

A parcel of land situated in the Northwest one-quarter of the Northeast one-quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section; thence run North 02 degrees 27 minutes 46 seconds West along the East line thereof for a distance of 36.91 feet; thence run North 41 degrees 36 minutes 27 seconds East for a distance of 23.06 feet; thence run North 14 degrees 14 minutes 05 seconds East for a distance of 196.57 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2411.83 feet, a central angle of 10 degrees 42 minutes 14 seconds, a chord bearing of North 30 degrees 13 minutes 11 seconds West for a chord distance of 449.92 feet; thence run along arc of said curve and along said right of way for a distance of 450.57 feet; thence run North 68 degrees 29 minutes 48 seconds East for a distance of 9.96 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and the point of commencement of a curve to the right, said curve having a radius of 2401.83 feet, a central angle of 04 degrees 34 minutes 11 seconds, a chord bearing of North 24 degrees 09 minutes 33 seconds West for a chord distance of 191.51 feet; thence run along arc of said curve and along said right of way for a distance of 191.57 feet to the point of commencement of a spiral curve; thence run North 21 degrees 04 minutes 52 seconds West for a chord distance of 71.75 feet to a point on a spiral curve; thence run North 19 degrees 05 minutes 03 seconds West for a chord distance of 182.06 feet to a point on a spiral curve; thence run North 18 degrees 10 minutes 10 seconds West for a chord distance of 53.16 feet; thence leaving said spiral curve, run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 197.87 feet; thence run North 20 degrees 02 minutes 14 seconds West along said right of way for a distance of 92.77 feet; thence run North 20 degrees 39 minutes 53 seconds West along said right of way for a distance of 127.40 feet; thence run along last described course along said right of way for a distance of 100.00 feet to the POINT OF BEGINNING; thence run South 69 degrees 47 minutes 27 seconds West for a distance of 204.58 feet to the point of commencement of a curve to the right, said curve having a radius of 20.00 feet, a central angle of 86 degrees 44 minutes 28 seconds, a chord bearing of North 66 degrees 50 minutes 19 seconds West for a chord distance of 27.47 feet; thence run along arc of said curve for a distance of 30.28 feet; thence run North 23 degrees 28 minutes 05 seconds West for a distance of 275.14 feet; thence run North 66 degrees 31 minutes 55 seconds East for a distance of 187.02 feet to a point on the Westernmost right of way line of U.S. Highway 31 (right of way varies) and a point on a curve to the right, said curve having a radius of 2162.01 feet, a central angle of 05 degrees 46 minutes 58 seconds, a chord bearing of South 26 degrees 36 minutes 05 seconds East for a chord distance of 218.11 feet; thence run along arc of said curve and along said right of way for a distance of 218.21 feet; thence run North 64 degrees 12 minutes 56 seconds East along said right of way for a distance of 28.61 feet; thence run South 20 degrees 39 minutes 53 seconds East along said right of way for a distance of 90.21 feet to the POINT OF BEGINNING. Said parcel contains 60,979 square feet or 1.40 acres more or less.