

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") is by and between RARE Hospitality International, Inc., as "TENANT", Protective Life Insurance Company, its subsidiaries and their successors and/or assigns, as "MORTGAGEE", and Highway 11/31, LLC, as "LANDLORD".

RECITALS:

A. On November 30, 2006, TENANT and LANDLORD, successor in interest to Highway 31 Alabaster Two, LLC, entered into a Lease for certain Premises located in the City of Alabaster, County of Shelby, and State of Alabama on the land more particularly described in Exhibit "A", attached to this Agreement and incorporated into this Agreement by reference with the same force and effect as if set forth at length (the "LEASE").

B. MORTGAGEE may become a holder of a lien and encumbrance on the PREMISES as security for the obligation of LANDLORD pursuant to certain documents to be recorded in the public records of Shelby County, Alabama ("MORTGAGE"); and

C. The parties desire to acknowledge TENANT's interest in the PREMISES and its rights under the LEASE so long as TENANT is not in default under the LEASE.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, TENANT, MORTGAGEE and LANDLORD agree as follows:

1. Non-disturbance and Subordination. MORTGAGEE recognizes and agrees to honor all of TENANT's rights under the LEASE and all of LANDLORD's obligations under the LEASE, including without limitation, the use and distribution of insurance and condemnation proceeds. So long as TENANT is not in default, past the applicable cure period, in the performance of any of the terms of the LEASE, TENANT's possession of the PREMISES and TENANT's rights and privileges under the LEASE, including any renewal options, will not be disturbed, diminished or interfered with by MORTGAGEE, MORTGAGEE will continue to honor LANDLORD's obligations under the LEASE and TENANT will not be made a party defendant to any foreclosure proceeding. Subject to the terms of this Agreement, TENANT hereby subordinates its right, title and interest in the LEASE to the lien of the MORTGAGE, including all renewals, modifications, consolidations and extensions thereof.

2. Attornment. In the event MORTGAGEE succeeds to the interest of the LANDLORD under the LEASE, through foreclosure of the MORTGAGE, deed in lieu of foreclosure, or other means, TENANT will be bound to MORTGAGEE under all of the terms of the LEASE for the balance of the term with the same force and effect as if MORTGAGEE were the landlord named in the LEASE, and TENANT will attorn to MORTGAGEE as its landlord, the attornment to be effective and self-operative, without the execution of any further instruments, immediately upon MORTGAGEE succeeding to the interest of the landlord under the LEASE. MORTGAGEE agrees that TENANT will be under no obligation to pay rent to MORTGAGEE until MORTGAGEE has succeeded to the interest of the landlord under the LEASE and has so notified TENANT in writing. The respective rights and obligations of TENANT and MORTGAGEE upon such attornment will, for the balance of the term of the LEASE, be the same as now set forth in the LEASE, it being the intention of the parties for this purpose to incorporate the LEASE into this Agreement by reference with the same force and effect as if set forth at length.

3. Landlord's Obligations. In the event that the MORTGAGE is foreclosed for any reason and MORTGAGEE succeeds to the interest of the LANDLORD under the LEASE, MORTGAGEE will be bound to TENANT under all of the terms of the LEASE, and TENANT will, from and after such event, have the same remedies against MORTGAGEE for the breach of an agreement contained in the LEASE that TENANT might have had under the LEASE against the prior LANDLORD.

4. Tenant's Obligations. Notwithstanding anything herein to the contrary, TENANT shall not be deemed to be in default under any of the terms or conditions of this Agreement, until TENANT has received a fully executed original copy of this Agreement.

LongHorn Steakhouse #5300
Alabaster, AL

5. Binding Effect. The rights and obligations of TENANT and MORTGAGEE will bind and inure to the benefit of their respective successors and assigns.

Signed in the presence of:

Carole Conroy
Print Name: Carole Conroy
Sonia Saddler
Print Name: Sonia Saddler

RARE Hospitality International, Inc.
(TENANT)

By: [Signature]
Jody G. Wolf, Sr. Mgr. Property Law

Date: February 6, 2015

Signed in the presence of:

Susan M. Edge
Print Name: Susan M. Edge
Rebecca T. Carter
Print Name: Rebecca T. Carter

Protective Life Insurance Company
(MORTGAGEE)

By: [Signature]

Date: March 19, 2015


Signed in the presence of:

Jeanie Adams
Print Name: JEANIE ADAMS
Timothy C. Gully
Print Name: TIMOTHY C. GULLY

Highway 11/31, LLC
(LANDLORD)

BY: [Signature]

Date: 3/19, 2015


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Shelby Cnty Judge of Probate, AL
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LongHorn Steakhouse #5300
Alabaster, AL

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 6th day of February, 2015 by Jody G. Wolf, Sr. Mgr. Property Law of RARE Hospitality International, Inc., on behalf of the corporation. She is personally known to me and did not take an oath.

Sharon J. Foulk (Signature)
Sharon J Foulk (Print or Type Name)
Notary Public (Title or Rank)
EE870240 (Serial/Commission Number)
My Commission Expires: 4/4/17

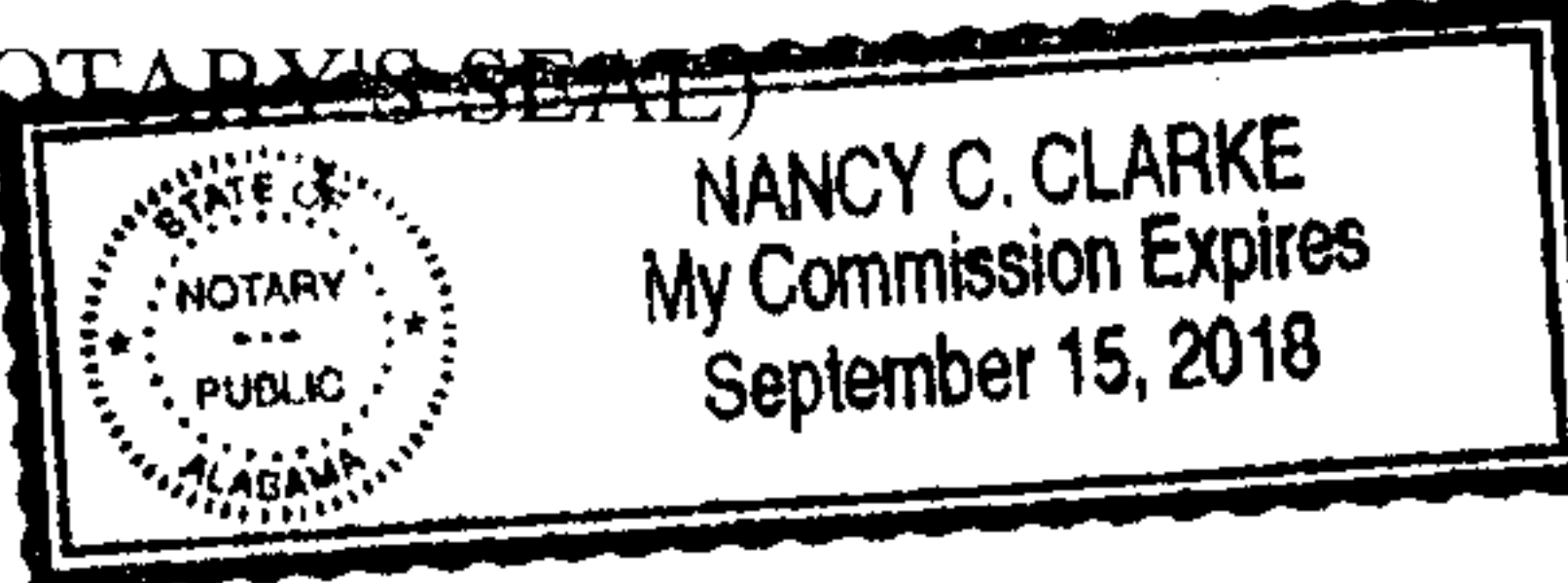
(NOTARY'S SEAL)  SHARON J. FOULK
MY COMMISSION # EE 870240
EXPIRES: April 4, 2017
Bonded Thru Budget Notary Services

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 20th day of Nov, 2015 by Amy E. Mendenhall, the V.P. of Protective Life Ins Co corporation on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did (did not) take an oath.

Nancy C. Clarke (Signature)
Nancy C. Clarke (Print or Type Name)
Notary Public (Title or Rank)

(Serial/Commission Number)
My Commission Expires: 9-15-18

(NOTARY'S SEAL)  NANCY C. CLARKE
My Commission Expires
September 15, 2018

STATE OF Alabama
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 20th day of March, 2015 by William Seitar the Manager of Highway 1131, LLC, a Delaware LLC on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did (did not) take an oath.

Melanie Carol Thomas (Signature)
Melanie Carol Thomas (Print or Type Name)
Notary Public (Title or Rank)

(Serial/Commission Number)
My Commission Expires: 4-28-18

(NOTARY'S SEAL)

 MELANIE CAROL THOMAS
My Commission Expires
April 28, 2018



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Exhibit "A"
Legal Description of PREMISES

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.



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