

Fill in this information to identify the case:

Debtor 1 OTB ACQUISITION LLCDebtor 2
(Spouse, if filing) _____

United States Bankruptcy Court for the: Northern District of Georgia

Case number 25-52416-sms

- ☒ Date Stamped Copy Returned
☐ No self addressed stamped envelope
☐ No copy to return

Official Form 410

Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

ADDISON QUORUM PARTNERS LTD.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

SUSAN ROGERS

Name

1520 ADDISON RD SUITE 301

Number Street

ADDISONTX75001

City

State

ZIP Code

Contact phone 972-628-3471Contact email SROGERS@BELTWAYCO.COM

Where should payments to the creditor be sent? (if different)

Name

Number Street

City

State

ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known) _____

Filed on ____ / ____ / ____

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing? _____

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Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 398,137.39 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Prepetition claims and Rejection of Unexpired Lease

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
- Nature of property:**
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
- Basis for perfection:** _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
- Value of property:** \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
- Amount necessary to cure any default as of the date of the petition:** \$ _____
- Annual Interest Rate** (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☐ No
☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ 158,095.69

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/11/2025
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name Susan Diane Rogers
First name Middle name Last name

Title Chief Financial Officer

Company Addison Quorum Partners, LTD
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 15280 Addison Road, Suite 301
Number Street

Addison TX 75001

City State ZIP Code

Contact phone 972-628-3471 Email SRogers@BeltwayCo.com

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DEBTOR OTB ACQUISITION LLC
CASE 25-52416-sms

PRE PETITION CLAIMS

Base Rent	11/1/2024 - 3/3/2025	90,737.08
Property Taxes	1/1/2024-12/31/2024	57,591.49
Property Taxes	1/1/2025-3/3/2025	<u>9,767.12</u>
		158,095.69

POST PETITION - REJECTION OF UNEXPIRED LEASE

Base Rent	3/4/2025-11/30/2025	197,192.38
Property Taxes	3/4/2025-11/30/2025	<u>42,849.32</u>
		240,041.70

TOTAL CLAIM 398,137.39

SUPPORTING DOCUMENTATION ATTACHED

Landlord: Addison Quorum Partners, Ltd

Tenant: OTB Acquisition LLC

Property: 4855 Belt Line Road, Addison, Texas

- 1 Lease Agreement by and between Addison Southwest Ltd., a Texas Limited Partnership ("Original Landlord") and Brinker Texas, LP, a Texas limited partnership ("Original Tenant")/ Executed: June 2, 2005
- 2 Letter Agreement by and between Addison Southwest Ltd., a Texas Limited Partnership (Original Landlord) and Brinker Texas, LP, a Texas limited partnership (Original Tenant)/ Executed: June 2, 2005
- 3 Memorandum of Lease by and between Addison Southwest Ltd., a Texas Limited Partnership (Original Landlord) and Brinker Texas, LP, a Texas limited partnership ("Original Tenant")/ Executed: June 2, 2005
- 4 Commencement and Termination Agreement by and between Addison Southwest Ltd., a Texas Limited Partnership ("Original Landlord") and Brinker Texas, LP, a Texas limited partnership (Original Tenant)/ Executed: December 16, 2005
- 5 Notice Letter dated November 3, 2006 re change of name for Original Landlord. New landlord entity is Addison Quorum Partners, LTD ("Current Landlord").
- 6 Notice Letter to Current Landlord dated June 1, 2007, re change in corporate entity from Brinker Texas, L. P., a Texas limited partnership (Original Tenant) to Brinker Texas, Inc., a Delaware corporation ("Intermediate Tenant").
- 7 Assignment and Assumption of Lease Agreement by and between Brinker Texas, Inc., a Delaware corporation (Intermediate Tenant) and OTB Acquisition LLC, a Delaware limited liability company ("Current Tenant")
- 8 Landlord's Consent to Assignment and Estoppel Certificate dated March 26, 2010
- 9 Notice Letter dated May 15, 2015 from Current Tenant to Current Landlord to exercise stated 5-year renewal of lease.
- 10 Notice Letter dated May 20, 2020 from Current Tenant to Current Landlord to exercise stated 5-year renewal of lease.

1

LEASE AGREEMENT

By and Between

Addison Southwest Ltd.

and

Brinker Texas, L.P.

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Exhibit J:	Tenant's Maintenance Area
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LEASE AGREEMENT

This Lease Agreement (this "Lease") is made and entered into by and between Addison Southwest Ltd., a Texas limited partnership ("Landlord"), and Brinker Texas, L.P., a Texas limited partnership ("Tenant"), to be effective as of the latest date set forth next to the signatures below (the "Effective Date").

1. Premises and Term.

(A) In consideration of the obligation of Tenant to pay Rent (defined below) and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land consisting of approximately 1.7585 acres, more or less, located in the City of Addison, County of Dallas, State of Texas, as shown on Exhibit A attached hereto (the "Land") to have and to hold for an initial term (the "Primary Term") commencing on the Effective Date and continuing through, and including, the last day of the last calendar month of the tenth (10th) year following the Rent Commencement Date (defined below), except as may be hereafter extended or renewed. The Primary Term and any properly-exercised Renewal Term, defined below, are collectively referenced hereinafter as the "Term" wherever appropriate.

(1) Premises. The term "Premises" as used herein shall be deemed to mean the Land, any buildings and other improvements erected or to be erected thereon, and all rights, privileges, and easements appurtenant to the Land.

(B) The Overall Tract. The Premises are situated in and constitute a part of a mixed-use retail development (the "Overall Tract"), the same being more particularly described on Exhibit B attached hereto and made a part hereof.

(C) Rent Commencement Date. The "Rent Commencement Date" of this Lease shall be the first to occur of (i) the date on which Tenant shall open to the public the business operation to be conducted by Tenant on the Premises or (ii) the two hundred fortieth (240th) day after Tenant's Start Date (defined below).

(D) Termination of Other Agreements. Landlord and Tenant acknowledge they are parties to the ground lease and related agreements shown on Exhibit A-1 concerning an On the Border restaurant located at 4400 Beltline Road, Addison, Texas (the "Other Agreements"). Landlord and Tenant agree the Other Agreements shall automatically terminate without further notice on the fourteenth (14th) day after the Rent Commencement Date (the "Termination Date"). Landlord and Tenant agree to execute all other documents reasonably necessary to effectuate the provisions of this Paragraph 1(D).

2. Renewal Options. Landlord hereby grants to Tenant the right and option to extend the Primary Term for three (3) separate consecutive renewal terms of five (5) years each (the "Renewal Term" or "Renewal Terms," as appropriate). Each Renewal Term(s) shall commence upon the expiration of the Primary Term or prior Renewal Term, as applicable. All of the terms, provisions and covenants of this Lease shall apply to each of the Renewal Terms.

(A) Exercise of Renewal Term. Tenant shall exercise each Renewal Term by delivering to Landlord written notice of its election to renew no later than one hundred eighty (180) days prior to the expiration of the Primary Term, or then-current Renewal Term, as the case may be (the

"Renewal Notice"). In the event Tenant does not timely deliver a Renewal Notice and in order to avoid an inadvertent forfeiture of a Renewal Term, then Tenant's right to exercise a Renewal Term shall remain in effect until fifteen (15) days after Landlord delivers written notice to Tenant that such Renewal Term will be forfeited unless it is exercised within such 15-day period.

3. Title Matters. The term "Title Matters" as referenced herein shall be deemed to include the matters set forth in Paragraphs 3(A)-(D). Subject to Paragraph 11(A)(12), Landlord and Tenant shall use commercially reasonable efforts to complete the Title Matters prior to the expiration of the First Conditions Date (as defined in Paragraph 11(C)).

(A) Title Commitment. Prior to the First Conditions Date, Tenant may, in its sole discretion, cause a title company (acceptable to Tenant) to deliver to Tenant, at Tenant's sole cost and expense: (a) a commitment (the "Commitment") to issue a Leasehold Policy of Title Insurance (the "Title Policy") insuring the Premises, and all ingress, egress, parking, utility and similar easements appurtenant to the Premises, pursuant to which the Title Company shall commit to issue to Tenant the Title Policy for the purpose of insuring Tenant's leasehold interest herein (including, without limitation, any improvements to be constructed on the Land), and (b) true and legible copies of all instruments described in the Title Policy and evidencing an exception to title to the Property (collectively, the "Exception Documents").

(B) Landlord's Documents. Landlord shall deliver to Tenant all surveys, deeds, title policy(ies), engineering and site plans, soil boring reports, environmental reports, utility plans, utility service agreements, and utility provider agreements in Landlord's possession regarding the Land; and Landlord shall also deliver to Tenant copies of any public agreements, private agreements, reciprocal easement agreements, and/or any other similar instruments which affect the Premises (collectively, the "Landlord's Documents"). Landlord shall deliver the Landlord's Documents to Tenant prior to the Effective Date.

(C) Title Objections. If Tenant has any objection to items shown in the Commitment, the Exception Documents, the Landlord's Documents, and the Survey (defined below), then Tenant may notify Landlord in writing of such fact (the "Objection Notice") prior to the First Conditions Date. Landlord may, in its sole discretion and at its sole expense, elect (but shall not be obligated) to undertake to eliminate or modify such unacceptable exceptions or items as shown in the Objection Notice to the reasonable satisfaction of Tenant.

(D) Title Policy. Prior to the First Conditions Date (defined below), Tenant may, at its sole cost, elect to cause the Title Company to issue the Title Policy on such form and with such endorsements as may be satisfactory to Tenant.

4. Reports and Survey Matters.

(A) Phase I Environmental Report. Prior to the First Conditions Date (defined below) Tenant may, at Tenant's cost, prepare (or cause to be prepared) a Phase I Environmental Report for the Land (the "Phase I") and, if so prepared, shall deliver a copy of the Phase I to Landlord.

(1) Hazardous Materials. The term "Hazardous Materials" as used herein shall be deemed to mean underground storage tanks, asbestos, polychlorinated biphenyls (pcb's), radon, urea formaldehyde, substantial amounts of waste or debris, or contamination, including without limitation: (x) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended

from time to time, and regulations promulgated thereunder; (y) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; and (z) any substance, the presence of which on the Land is prohibited or regulated in any manner, including, without limitation, special handling or notification of any governmental entity in its collection, storage, treatment or disposal, by any federal, state, or local law, ruling, code, rule, or regulation, similar or dissimilar to those set forth in this paragraph.

(B) Engineering Report. Prior to the First Conditions Date (defined below), Tenant may, at Tenant's cost, prepare (or cause to be prepared) an engineering report for the Land concerning geotechnical characteristics of the Land including, without limitation, surface conditions, subsurface conditions, and drainage problems (collectively, the "Engineering Report"), and, if so prepared, shall deliver a copy of the Engineering Report to Landlord.

(C) Survey. Prior to the First Conditions Date (defined below), Tenant may, at Tenant's cost, cause a duly registered Texas land surveyor or civil engineer to prepare a currently dated survey and legal description of the Land (the "Survey") and, if so prepared, shall deliver a copy of the Survey to Landlord.

5. Plans and Specifications.

(A) Landlord's Plans. Prior to the Effective Date, Landlord has delivered to Tenant copies of the grading plans, utility plans, civil engineering plans, and other plans in Landlord's possession related to the Land (collectively, "Landlord's Plans").

(B) Plans and Specifications for Tenant's Improvements. Attached hereto as Exhibit C are prototypical elevations for Tenant's proposed building. The term "Tenant's Improvements" as used herein shall be deemed to mean the construction work, improvements, and related matters to be constructed by Tenant as set forth in Paragraph 7. Tenant's scope of work hereunder shall include, without limitation, all costs associated with design and construction of Tenant's Improvements including engineering costs (both hard and soft) and architectural costs (both hard and soft).

(1) On or before March 31, 2005 (and provided Landlord has delivered timely delivered Landlord's Plans as set forth above), Tenant shall deliver to Landlord copies of the construction and design plans (collectively, "Tenant's Plans") for Tenant's Improvements. Tenant's Plans shall be subject to approval by Landlord (not to be unreasonably withheld, conditioned, delayed, or denied) and such plans shall be deemed approved if Landlord has not delivered written notice of objections to Tenant within thirty (30) days after Landlord's receipt of Tenant's Plans.

6. Landlord's Improvements.

- (A) deleted.
- (B) deleted.
- (C) deleted.
- (D) deleted.
- (E) deleted.
- (F) deleted.
- (G) deleted.
- (H) deleted.

- (I) deleted.
- (J) deleted.
- (K) deleted.
- (L) deleted.

7. Tenant's Improvements.

(A) Tenant's Building and Parking Lot on the Land. Tenant shall construct (or cause to be constructed), at Tenant's sole cost, its building (including, without limitation, any patio areas and the service yard) and the parking lot (including, without limitation, access drives, curbs, sidewalks, related hardscape, landscape, and lighting facilities) on the Land and otherwise in accordance with Tenant's Plans (previously defined as "Tenant's Improvements").

(1) Access Road. As part of Tenant's Improvements (and in addition to the work described in Paragraph 7(A)), Tenant shall pave (or cause to be paved) the cross-hatched portion of the "Access Road" as shown on Exhibit B-2 at Tenant's initial cost and in accordance with Tenant's Plans.

(2) Paving Reimbursement. Upon completion of the paving work referenced in Paragraph 7(A)(1) (and as reimbursement for costs incurred by Tenant in connection with such paving work), Landlord shall pay to Tenant the sum of Ten Thousand and 00/100 Dollars (\$10,000.00) within thirty (30) days after Landlord's receipt of written request for such reimbursement which reimbursement shall contain an affirmative statement that such paving work has been completed in accordance with the requirements of Paragraph 7(A)(1) above (the "Paving Reimbursement"). If Landlord has not paid the Paving Reimbursement within such 30-day period, then Tenant shall be entitled to deduct the Paving Reimbursement from Rent without further notice, in addition to Tenant's other rights hereunder.

(3) Staging Area. During the period in which Tenant is constructing Tenant's Improvements, Landlord agrees that Tenant shall be entitled to use the "Staging Area" shown on Exhibit B-1 as a construction staging area for use by Tenant, its general contractor, subcontractors, suppliers, and other personnel for the storage and staging of a construction trailer, construction supplies and materials, and other related items. Tenant shall not use the Staging Area as a construction staging area after the opening date of Tenant's business.

(4) Hiring Trailer. Landlord agrees that Tenant shall be entitled to use the Staging Area for Tenant's Hiring Trailer and Tenant shall be entitled to conduct its hiring operations within the Hiring Trailer. Tenant shall not use the Staging Area as an area to conduct its hiring operations after the opening date of Tenant's business.

(5) Use of Staging Area. Tenant and its general contractor, subcontractors, suppliers and other personnel shall exercise their rights with respect to the Staging Area in such manner as to reasonably minimize any inconvenience to the owners and occupants of the remainder of the Overall Tract and the operation of any business conducted thereon.

(B) Utility Work by Tenant. Tenant shall be responsible, at Tenant's sole cost and expense, for extending the permanent utility lines and connections from their present locations to Tenant's building in accordance with Tenant's Plans.

(1) Utility Fees and Other Fees by Tenant. Tenant shall be responsible for the

payment of any utility impact fees, utility tap fees, and/or other fees associated with Tenant's extension of such utility lines and connections to the restaurant building.

(2) Utility Service Provider. Tenant shall be entitled to solicit bids from competing utility providers in order to secure utility services for Tenant's business operations and, in connection therewith, (i) Tenant shall be entitled to enter into such contracts with such providers as Tenant deems appropriate for the purpose of securing such utility services; and (ii) Landlord agrees to grant appropriate utility easements to such providers as may be reasonably necessary to secure such utility services.

(3) Utility Easements. Landlord shall grant to Tenant such utility easements over the Overall Tract as may be required in connection with Tenant's utility work referenced in this Paragraph 7 (including, without limitation, the initial extension/installation of utility lines and connections and subsequent maintenance of such lines and connections) upon such terms as are reasonably acceptable to Landlord and Tenant (collectively, the "Utility Easements").

(C) Commencement of Tenant's Construction on Tenant's Improvements. Tenant shall commence construction within ten (10) days after the latest to occur of the following: (i) Tenant's receipt of Landlord's unconditional, written approval of Tenant's Plans; (ii) the expiration of the First Conditions Date and Second Conditions Date (defined below); and (iii) Tenant's receipt of an unconditional building permit from the applicable governmental authority (collectively, "Tenant's Start Date").

(D) Architect and General Contractor. Selection of Tenant's architect and general contractor, as well as all other persons to be employed in connection therewith, shall be at the reasonable discretion of Tenant. Any architect shall be a member in good standing of the American Institute of Architects or of another organization having comparable accreditation. In lieu of the foregoing, the architect may be an employee of Tenant or any affiliate of Tenant. The general contractor's financial condition and responsibility shall be such as to enable Landlord to obtain a performance bond, if desired. However, it is expressly understood and agreed that Tenant (but not any assignee or subtenant), or any affiliate of Tenant (but not any assignee or subtenant of Tenant), may act as general contractor for purposes of constructing Tenant's Improvements irrespective of the foregoing requirements.

8. Mechanic's Liens.

(A) Mechanics Liens and Tenant's Improvements. In the event that a mechanic's lien, materialman's lien, or other similar construction lien(s) are filed of record against the Land and/or the Overall Tract in public records of Dallas County, Texas, by any contractor, subcontractor, and/or supplier providing labor and/or materials in connection with the construction of Tenant's Improvements, then Landlord may request that Tenant cause such lien(s) to be released or properly bonded within fifteen (15) days after Tenant's receipt of written request therefor. In the event Tenant has not secured a release of such lien(s) or has not posted an appropriate bond to release such lien(s) within such 15-day period, then Landlord shall be entitled to post a bond(s) to release such lien(s) and the actual costs incurred by Landlord in connection therewith shall be deemed as Additional Rent and payable to Landlord upon ten (10) days prior written notice.

(B) Mechanic's Liens and Landlord's Improvements. In the event that a mechanic's lien, materialman's lien, or other similar construction lien(s) are filed of record against the Land in public

records of Dallas County, Texas, by any contractor, subcontractor, and/or supplier providing labor and/or materials in connection with Landlord's construction activities on the Overall Tract, then Tenant may request that Landlord cause such lien(s) to be released or properly bonded within fifteen (15) days after Landlord's receipt of written request therefor. In the event Landlord has not secured a release of such lien(s) or has not posted an appropriate bond to release such lien(s) within such 15-day period, then Tenant shall be entitled to post a bond(s) to release such lien(s) and the actual costs incurred by Tenant in connection therewith shall be payable to Tenant upon ten (10) days prior written notice. If Landlord does not reimburse Tenant within such 10-day period, then Tenant may, in addition to any other right or remedy available to Tenant under this Lease and/or applicable law, deduct such amount from subsequent installments of Rent.

9. Rent.

(A) Base Rent. Tenant shall pay base rent to Landlord during the Term on the terms set forth in the next sentence and at the rates set forth in the table below (the "Base Rent"). One such monthly installment shall be due and payable on or before the Rent Commencement Date and a like monthly installment shall be due and payable on or before the first day of each succeeding calendar month during the Term. Base Rent for any fractional month at the beginning or the end of the Term shall be prorated.

Period	Annual Base Rent (\$)	Monthly Base Rent (\$)
Primary Term (Years 1-10)	210,000.00	17,500.00
First Renewal Term (Years 11-15)	236,250.00	19,687.50
Second Renewal Term (Years 16-20)	265,781.00	22,148.42
Third Renewal Term (Years 21-25)	299,003.00	24,916.92

(B) Percentage Rent. In the event that Gross Receipts (defined below) exceed Four Million and 00/100 Dollars (\$4,000,000.00) (the "Breakpoint") during any calendar year during the Term, then Tenant shall pay percentage rent to Landlord for each such calendar year an amount equal to the product of (i) six percent (6%), multiplied by (ii) the amount by which Gross Receipts derived from Tenant's business operations on the Premises during each such calendar year exceeds the Breakpoint (collectively, the "Percentage Rent").

(1) In computing the Percentage Rent for the first calendar year, the last calendar year, or any calendar year during which Tenant has failed to operate on at least three hundred sixty (360) days, as the case may be, and if such calendar year shall contain less than three hundred sixty-five (365) days, the Breakpoint shall be multiplied by a fraction, the numerator of which shall be the number of days in such shorter calendar year, and the denominator of which shall be three hundred sixty-five (365).

(2) The term "Gross Receipts" shall mean the aggregate amount of all sales (whether for cash, on credit, by redeemed gift certificates, by redeemed gift cards, or otherwise) of food, beverages, goods, services, and any other merchandise generated by Tenant's (or its assignee's, sublessee's, and licensee's) business operations on the Land plus the aggregate amount of all receipts received by Tenant with respect to all sales made or performed by means of mechanical or electronic games or devices, *but shall not include* any (i) Federal taxes, State taxes, municipal taxes, other sales taxes, value-added taxes, alcoholic beverage taxes, and/or retailer's excise taxes paid or accrued by Tenant in connection with Gross

Receipts, regardless of whether such taxes are collected from customers or absorbed by Tenant; (ii) receipts from sales to employees or complimentary sales; (iii) fees paid by Tenant to credit card issuers and processors; (iv) condemnation proceeds; (v) proceeds of insurance policies received by Tenant; (vi) bulk and/or intercompany transfers of food and/or inventory, provided no such transfer is made to avoid liability for Percentage Rent; (vii) proceeds from the sale of used restaurant equipment; (viii) proceeds from the sale of gift certificates and/or gift cards; (ix) alcohol beverage commission fees charged for private club memberships, if any; or (x) receipts from cigarette vending machines or pay telephones.

(3) Within sixty (60) days from the end of each calendar year, Tenant shall deliver to Landlord a written statement setting forth the amount of Tenant's Gross Receipts for the preceding calendar year. Simultaneously with the delivery of such statement, Tenant shall pay to Landlord the Percentage Rent shown by such statement to be then due and owing. During any calendar year, Tenant, at its option, may make monthly or quarterly payments to Landlord in anticipation of the Percentage Rent due at the end of such calendar year, but Tenant's actions in this respect from time to time shall never be construed as entitling Landlord to the payment of Percentage Rent other than within sixty (60) days after the end of each calendar year, nor shall it affect or change Tenant's obligation to deliver a written statement of Gross Receipts and to pay all accrued Percentage Rent due to Landlord within sixty (60) days from the end of each calendar year.

(4) Tenant shall maintain and preserve, or cause to be maintained and preserved at the principal office of Tenant in accordance with generally accepted accounting principles for the type of business conducted by Tenant on the Premises, full, complete, accurate and detailed books, records and accounts of its daily Gross Receipts, both for cash and on credit, derived from the business operation conducted on the Premises for a period of two (2) years after the end of the calendar year covered thereby. Landlord or its agents may inspect any and all records in Tenant's possession (which are not privileged, confidential, or otherwise exempt from disclosure) and which relate to Gross Receipts derived from the Premises at Tenant's principal business office at any time during normal business hours and normal working days upon prior reasonable notice. Such examination shall be conducted in a manner which will not interfere unreasonably with the business conducted at Tenant's principal office. Landlord may once in any calendar year cause an audit of the Gross Receipts derived from the business operation conducted by Tenant on the Premises for the immediately preceding calendar year to be made by Landlord or an independent certified public accountant of Landlord's selection, and if the written statement of Gross Receipts previously delivered to Landlord shall be found to be inaccurate, Landlord and Tenant shall make appropriate adjustments so that Landlord shall receive the full Percentage Rent to which it is entitled, and only such amount. Landlord shall pay for the cost of such audit unless the audit shall disclose Gross Receipts of two percent (2%) or more in excess of the Gross Receipts theretofore reported by Tenant for that particular calendar year, in which case Tenant shall promptly pay to Landlord the reasonable cost of said audit in addition to the deficiency in Percentage Rent.

(C) Place of Payment. All payments of Rent (defined below) shall be made to Landlord as the same shall become due in lawful money of the United States of America at the address specified in Paragraph 35 of this Lease, or to such other party or at such other address as hereinafter may be designated by Landlord by written notice delivered to Tenant at least thirty (30) days prior to the next ensuing monthly rental payment date.

(D) Additional Rent. The term "Additional Rent" as used herein shall mean all sums required to be paid by Tenant to Landlord pursuant to this Lease with the exception of Base Rent and Percentage Rent ("Additional Rent"). The terms Base Rent, Percentage Rent, and Additional Rent are

collectively referenced herein as "Rent" wherever appropriate.

(E) Other Fees. Tenant shall not be obligated to pay (or contribute) any sums to promotional or advertising programs relating to the Overall Tract. Tenant shall not be obligated to join any merchant's association or similar group and any rules or regulations promulgated by any such group shall be unenforceable against Tenant. Tenant shall not be obligated to pay any Additional Rent for outside seating areas (or, patio areas) utilized by Tenant for the conduct of its business. Furthermore, Tenant shall not be obligated to pay any other miscellaneous fees or dues, except as expressly set forth in this Lease.

10. Holding Over by Tenant. Should Tenant or any assignee, sublessee or licensee of Tenant fail to vacate the Premises or any part thereof after the expiration of the Primary Term or any Renewal Term hereof, unless otherwise agreed in writing, such failure to vacate shall constitute and be construed as a tenancy from month-to-month upon the same terms and conditions as set forth in this Lease; provided that monthly Base Rent shall be increased to an amount equal to one hundred fifty percent (150%) of the monthly Base Rent payable hereunder during the last month of the immediately preceding Term.

11. Conditions. Notwithstanding anything to the contrary herein, it is expressly understood and agreed that Tenant shall be entitled to terminate this Lease by written notice delivered to Landlord within the time periods set forth below in the event any of the following conditions shall remain unsatisfied in Tenant's discretion (as determined by Tenant based on its development, business, and operational standards).

(A) First Development Conditions (herein so called).

(1) Tenant shall be satisfied that the non-exclusive easements for vehicular and pedestrian ingress and egress, and visibility on and across the Overall Tract (and as may be set forth in a reciprocal easement agreement or similar instrument) are sufficient for Tenant's intended use of the Premises.

(2) Tenant shall be satisfied with the Landlord's Documents, Survey, Engineering Report, and the Phase I.

(3) Tenant shall be satisfied that the existing (and/or planned) driveways and curb cuts to the Premises are sufficient for Tenant's intended use of the Premises.

(4) Tenant shall be satisfied that any restrictions limiting the square footage and/or height of any improvements to be constructed on the Premises shall not restrict the improvements which Tenant intends to construct on the Premises.

(5) Tenant shall be satisfied that any restrictions limiting the use of the Premises shall not restrict the nature of Tenant's intended use of the Premises.

(6) Tenant shall have obtained written evidence satisfactory to Tenant that the Land is zoned so as to permit the operation of an On the Border Mexican Grill & Cantina on the Land.

(7) Tenant shall be satisfied with the Utility Easements and that the utility service lines, connections, and capacities are sufficient for Tenant's intended use of the Premises.

(8) Tenant shall be satisfied that it will be able to construct all necessary driveways and curb cuts to adjacent streets from the Premises in numbers and at locations reasonably acceptable to Tenant.

(9) Tenant shall be satisfied with the terms and conditions of the reciprocal easement agreement referenced in Paragraph 19(A).

(10) Tenant shall be satisfied that the level of assessments, taxes, impact fees, utility tap and/or connection fees, and similar fees and assessments affecting the Premises are reasonable for use of the Premises for the Restaurant (defined below).

(11) deleted.

(12) Tenant shall be satisfied that it will be able to (i) satisfy the Title Matters (including, without limitation, securing the Title Policy) and (ii) secure the SNDA (defined below).

(13) Tenant shall be satisfied that Landlord has unconditionally approved Tenant's Plans in writing.

(14) Tenant shall be satisfied with the economic feasibility and cost of development for Tenant's intended use of the Land.

(15) Tenant shall be satisfied with the overall design, layout, grading, tenant mix, and general business plan for the Overall Tract including, without limitation, access drives, curb cuts, drive aisles, parking layout, location of buildings and other improvements, future development plans, and the total number of parking spaces.

(B) Second Development Conditions (herein so called).

(1) Tenant shall be satisfied that it will be able to secure all necessary permits, licenses, governmental approvals, and third-party approvals (e.g., architectural committees, design control committees, major tenants, anchor tenants, homeowner's association, etc.) which may be required in order to construct and operate on the Land an On The Border Mexican Grill & Cantina or similar restaurant with related bar and cocktail lounge, standard On The Border Mexican Grill & Cantina signage or similar signs and adequate vehicular parking (together, the "Restaurant").

(2) Tenant shall be satisfied that it will be able to secure the requisite permits for on-premises sale and consumption of wine, beer, cocktails and other alcoholic beverages on the Premises.

(3) Tenant shall have obtained any conditional or special use permits for the construction and operation of the Restaurant required under applicable zoning ordinances.

(4) Tenant shall be satisfied that it will be able to procure a general contract relating to the construction of Tenant's Improvements in an amount reasonably satisfactory to Tenant.

(5) Tenant shall be satisfied that no eminent domain proceedings or other governmental action or any judicial actions of any kind will be pending against the Premises or any part

thereof or against any improvements thereon, or against the consummation of the transaction contemplated herein, and that no damage or casualty loss to the Premises shall have occurred.

(6) Tenant shall be satisfied that all of the representations and warranties of Landlord set forth in this Agreement shall be true and correct.

(7) Tenant shall be satisfied that Landlord is not in receivership or dissolution, nor has made any assignment for the benefit of creditors, nor admitted in writing its inability to pay its debts as they mature, nor has been adjudicated a bankrupt, nor has filed a petition in voluntary bankruptcy, a petition or answer seeking reorganization, or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any State, nor shall any such petition have been filed against it.

(C) If any of the First Development Conditions shall not be satisfied by the First Conditions Date (defined below), then Tenant shall be entitled to terminate this Lease by written notice delivered to Landlord. If Tenant has not so notified Landlord on or before the First Conditions Date, then all such First Development Conditions shall be deemed satisfied. The term "First Conditions Date" as used herein shall be the first to occur of (i) the date on which Tenant delivers written notice to Landlord stating that Tenant deems the First Development Conditions as satisfied and/or waived; (ii) the ninetieth (90th) day after the Effective Date; or (iii) the date Tenant commences construction on Tenant's Improvements.

(D) If any of the Second Development Conditions shall not be satisfied by the Second Conditions Date (defined below), then Tenant shall be entitled to terminate this Lease by written notice delivered to Landlord. If Tenant has not so notified Landlord on or before the Second Conditions Date, then all such Second Development Conditions shall be deemed satisfied. The term "Second Conditions Date" as used herein shall be the first to occur of (i) the date on which Tenant delivers written notice to Landlord stating that Tenant deems the Second Development Conditions as satisfied and/or waived; (ii) the one hundred eightieth (180th) day after the Effective Date; or (iii) the date Tenant commences construction on Tenant's Improvements.

(E) Landlord agrees to cooperate with Tenant in obtaining the above referenced permits and licenses, including without limitation, providing the appropriate governmental authorities with required background information on Landlord and its principals, any such information to be held confidential by Tenant and used only for the purposes of obtaining such permits and licenses.

12. Permitted Use and Related Matters.

(A) Permitted Use. Tenant may use the Premises for the operation of a restaurant (including, without limitation, an outside "patio" area which may be used as a seating, dining and/or bar area), a related bar and/or cocktail lounge and such other uses as are incidental to the operation thereof (including, without limitation, the preparation of food for offsite catering and the retail sale of general merchandise bearing the logo of Tenant's business), and for any other lawful retail use (and provided that alcoholic beverage sales shall not exceed forty percent (40%) of Gross Receipts).

(1) Change To Permitted Use. In the event Tenant intends to operate a business other than On the Border Mexican Grill & Cantina, then such change in use shall be subject to Landlord's prior written consent (not to be unreasonably withheld, conditioned, delayed or denied); provided Landlord shall be entitled to withhold such consent if such other use (i) is not commonly found in

first class shopping centers in the Dallas/Fort Worth, Texas area; (ii) violates any exclusive use rights granted to any tenant of the Overall Tract; and/or (iii) is a sexually-oriented business. If Landlord fails to approve or disapprove any such change in Tenant's use of the Premises within thirty (30) days after Tenant delivers a written request to Landlord relating to such change in use (which request shall describe such use in reasonable detail) Landlord shall be deemed to have approved such change in use.

(2) Operational Matters. Subject to Tenant's compliance with Paragraph 12(A), Tenant shall be entitled to operate the Restaurant free from interference by Landlord and otherwise in accordance with such standards and operational guidelines (including, without limitation, hours of operation, menu items, menu mix, etc.) as Tenant deems appropriate, in its sole and absolute discretion.

(3) Compliance With Regulations. During the Term, Tenant shall comply with applicable laws, ordinances, and regulations promulgated by any governmental agency retaining jurisdiction over the Land which relate to Tenant's occupancy and use of the Land (collectively, "Regulation(s)"). In the event Tenant receives a written notice of violation of any Regulation from any such governmental agency, then Tenant shall promptly cure any such violation unless Tenant has notified such agency of its objection to such violation and, in such event, Tenant shall diligently pursue such dispute to completion and, upon completion, Tenant shall comply with the requirements promulgated by such governmental agency upon the conclusion of such dispute.

(B) Operating Covenant and Go-Dark. Notwithstanding anything to the contrary contained herein, Tenant shall not be required to continuously operate its business on the Premises or keep its business open to the public. During any period where Tenant does not have the Premises open to the public or is not continuously operating its business in the Premises, then Tenant shall (i) continue to pay only Base Rent pursuant to the terms of this Lease, (ii) continue to pay either "Taxes" under Paragraph 15(B) or "Tenant's Taxes" under Paragraph 16(C) below, and (iii) continue to comply with Paragraphs 14, 17, 18 and 21 below.

(1) In the event Tenant has not had the Premises open to the public or has not continuously operated its business in the Premises for a period in excess of twelve (12) consecutive calendar months, then following the end of such twelve (12) month period and continuing until Tenant shall reopen the Premises to the public or recommence operations in the same, Landlord shall have the option to terminate this Lease upon thirty (30) days prior written notice to Tenant, in which event (i) Landlord shall pay Tenant in cash the unamortized book value of Tenant's Improvements (as determined using 20-year straight-line depreciation applied in accordance with generally accepted accounting principles), (ii) all Base Rent accrued as of the date of such termination shall be paid by Tenant, (iii) Tenant shall deliver the Tenant's Improvements to Landlord in accordance with Paragraph 23(C)(1) below, (iv) all obligations of Tenant and Landlord under this Lease shall terminate, and (v) this Lease shall be of no further force and effect. For purposes hereof, Tenant shall not be deemed to have ceased operations or closed its business to the public as a result of force majeure and/or in the event Tenant or its successor is in the process of remodeling, renovating or reconstructing the improvements on the Land.

(C) Exclusive Use. Landlord shall not allow the operation of another restaurant in the "Exclusive Use Area" shown on Exhibit B-3 offering alcoholic beverages and a menu featuring Mexican cuisine, "Tex-Mex" cuisine, and/or southwestern cuisine as the primary entrees. Without limiting the foregoing, Landlord shall not allow the operation of another restaurant in the Exclusive Use Area under the following trade names: Abuelo's, Baja Fresh, Blue Mesa, Cantina Laredo, Chevy's, Chi Chi's, Chipotle Mexican Grill, Chuy's, Don Pablo's, El Chico, El Fenix, Mi Cocina, Mia's, Pappasito's, Rio Bravo, Rio Grande

Café, Tin Star, and Uncle Julio's.

(1) In the event of a violation of this exclusive use provision, then Tenant may (upon sixty (60) days prior written notice to Landlord and in the event Landlord has not cured such violation during such 60-day period), elect to (a) terminate this Lease, or (b) abate all Rent due hereunder from the date such violation commenced until the first to occur of (i) twenty-four (24) months from the date such violation commenced or (ii) the date when such violation is cured; provided that Tenant shall be entitled to terminate this Lease at any time prior to the expiration of such 24-month period, in addition to Tenant's other rights under this Lease.

(2) Notwithstanding the foregoing and in the event Landlord has commenced to cure a violation of this exclusive use provision during the first 60-day period referenced above but has not actually cured such violation upon the expiration of such 60-day period, then Landlord may extend the cure period for an additional 120 days by written notice to Tenant prior to expiration of the first 60-day period, and, so long as Landlord is diligently pursuing a cure of such violation during such additional 120-day period, then Tenant shall not be entitled to elect any of the foregoing remedies until after the expiration of the additional 120-day period.

(3) Landlord and Tenant agree that the text of this Paragraph 12(C) shall be incorporated into the Memorandum of Lease attached as Exhibit G hereto and recorded in the deed records of Dallas County, Texas. Landlord and Tenant also agree to execute all other documents reasonably necessary to effectuate the provisions of this Paragraph 12(C).

(D) deleted.

13. Representations and Covenants of Landlord. As of the Effective Date, Landlord represents, warrants, and covenants to the Tenant as set forth below:

(A) Landlord has good and marketable fee simple title to the Land and the Overall Tract, possesses full power and authority to deal therewith in all respects and no other party has any right or option thereto or in connection therewith.

(B) To Landlord's knowledge, there are no pending or threatened condemnation proceedings or actions affecting the Land.

(C) To Landlord's knowledge, there are no pending or threatened actions or legal proceedings affecting the Land or Landlord's interest therein.

(D) To Landlord's knowledge, there are no unpaid special assessments for sewer, sidewalk, water, paving, electrical or power improvements or other capital expenditures or improvements, matured or unmatured affecting the Land and/or the Overall Tract.

(E) Landlord is not aware of any facts or circumstances which would materially adversely affect the use or value of the Land.

(F) This Lease and the consummation of the transactions contemplated hereby shall be valid and binding upon Landlord and shall not constitute a default (or an event which with notice or passage of time, or both, will constitute default) under any contract to which Landlord is a party or by

which Landlord is bound.

(G) Landlord has not received notice nor has Landlord any knowledge of any violation of any law, regulation, ordinance, order or other requirement of any governmental authority having jurisdiction over or affecting any part of the Land and/or the Overall Tract.

(H) Landlord is not obligated on any contract with respect to the ownership, use, operation or maintenance of the Land and Landlord has not entered into any agreements with applicable utility providers governing the provision of utility services to the Land, except for Landlord's Documents and except for exclusive use provision set forth in that certain lease agreement dated January 7, 1991, between Landlord and Office Depot, Inc. and in that certain lease agreement dated on or about July 1, 2002, between Landlord and Chicago Pizza & Brewery, Inc.

(I) To Landlord's knowledge, the Land (including the land, surface water, ground water, and any improvements) does not contain any Hazardous Materials (defined below).

(J) The operation of the Restaurant is permitted under (and does not violate, in any way, the provisions of) Paragraph 12 hereof, and such operation will not violate the terms and provisions of any other lease covering part of the Overall Tract or any restriction affecting the Land.

14. Utility Matters.

(A) Utility Charges. Tenant shall pay all charges incurred by Tenant for the use of utility services to the Restaurant including, without limitation, gas, electricity, water, sanitary sewer, storm sewer, cable television, and telephone.

(B) Maintenance of Utility Lines and Connections. Tenant, at its sole cost, shall maintain all utility lines and connections as installed by Tenant pursuant to Paragraph 7 unless and until maintenance of the same is assumed by the appropriate utility company or governmental entity.

(C) Utility Easements. Landlord shall grant to Tenant such utility easements over the Overall Tract as may be required in connection with Tenant's maintenance of such utility lines and connections (previously defined as the "Utility Easements").

15. Tax Matters – Separate Assessment.

(A) Subdivision by Landlord. Landlord may, at Landlord's sole cost and expense, subdivide the Land into a separate tax parcel and, in such event, Tenant shall pay directly to the taxing authority(ies) Taxes attributable to the Land as more particularly set forth in this Paragraph 15.

(B) Taxes Where Land Is Separately Assessed. If the Land is taxed as a parcel separate from the Overall Tract, then (from and after the Rent Commencement Date or the date upon which the Land is taxed as a parcel separate from the remainder of the Overall Tract and until the expiration or termination of this Lease) Tenant shall pay, before they become delinquent, Taxes (defined below) directly to the appropriate Governmental Agency (defined below).

(C) Definition of Taxes. The term "Taxes" as used herein shall be deemed to mean: (i) ad valorem property taxes, assessments, and other governmental impositions imposed by a Governmental

Agency upon the Land; (ii) any form of levy, charge, assessment, license fee, license tax, and/or excise on rent which may be imposed by a Governmental Agency ; (iii) any taxes or assessments imposed by a Governmental Agency in substitution, either partially or totally, of any taxes now or previously included within the definition of Taxes; (iv) any taxes or assessments imposed by a Governmental Agency for services such as fire protection; street, sidewalk and road maintenance; refuse removal; or other governmental services formerly provided without charge to property owners or occupants; and (v) any taxes upon any document to which Tenant is a party creating or transferring an interest or an estate in the Land.

(D) Definition of Governmental Agency. The term "Governmental Agency(ies)" as used herein shall be deemed to mean any Federal, state, county, city, or quasi-governmental authority having jurisdiction over the Land.

(E) Proration of Taxes. All Taxes delinquent before the Rent Commencement Date and/or currently due as of the Rent Commencement Date shall be prorated as of the Rent Commencement Date and the portion thereof delinquent and/or due shall be paid by Landlord. Notwithstanding anything to the contrary herein, Tenant shall not be obligated to pay any Taxes which accrued before the Rent Commencement Date (even if such Taxes are due and payable after the Rent Commencement Date), and Tenant shall not be obligated to pay any Taxes which accrue after the expiration or termination hereof.

(F) Evidence of Payment. Tenant shall deliver to Landlord, if requested, receipts or other reasonably satisfactory evidence of payment of all Taxes paid by Tenant.

(G) Separate Assessment. Landlord agrees that Tenant may (in its sole discretion, at its sole cost, and subject to Landlord's prior approval, not to be unreasonably withheld) apply for and follow such procedures as are necessary to have the Land taxed as a parcel separate from the remainder of the Overall Tract by the applicable governmental authorities, and Landlord further agrees to use its commercially reasonable efforts to cooperate with Tenant in such process.

(H) Dispute and Contest of Taxes By Tenant. Tenant may, at its sole cost, dispute and contest Taxes (in its own name or in the name of Landlord, or in the name of both, as it may deem appropriate), and in such cases the disputed charge need not be paid until finally adjudged to be valid. At the conclusion of such contest, Tenant shall pay the charge contested to the extent it is held valid, together with all court costs, interest, penalties and other expenses relating thereto. Nothing herein contained, however, shall be construed as to allow such items to remain unpaid for such length of time as shall permit the Land (or any part thereof) to be sold by governmental, city or municipal authorities for the non-payment of the same. Further, in the event Tenant desires to contest Taxes, Tenant shall deposit with Landlord, as security for payment of such Taxes, a surety bond in an amount sufficient to pay such Taxes together with all interest and penalties that might reasonably arise in connection therewith, and all charges that might reasonably be assessed against the Premises or become a lien against the Premises pending payment of all such Taxes, interest, penalties and charges.

(I) Taxes Upon Expiration. Upon the expiration or termination of this Lease, Taxes shall be apportioned in the same manner as they were apportioned prior to the Rent Commencement Date, and Landlord shall pay that portion thereof applicable to the period after the expiration or termination of this Lease.

16. Tax Matters - No Separate Assessment.

(A) Taxes Where Land Is Not Separately Assessed. In the event the Land is taxed together with all or part of the Overall Tract then (from and after the Rent Commencement Date and until the expiration or termination of this Lease or until the Land is taxed as a parcel separate from the Overall Tract or applicable portion thereof), Tenant will pay to Landlord an amount equal to "Tenant's Proportionate Share of Overall Tract Taxes" (defined below) and all as more particularly set forth in this Paragraph 16.

(B) Definition of Overall Tract Taxes. The term "Overall Tract Taxes" as used herein shall be deemed to mean: (i) ad valorem property taxes, assessments, and other governmental impositions imposed by a Governmental Agency (defined below) upon the Overall Tract (or the applicable portion thereof which includes the Land); (ii) any form of levy, charge, assessment, license fee, license tax, and/or excise on rent which may be imposed by a Governmental Agency ; (iii) any taxes or assessments imposed by a Governmental Agency in substitution, either partially or totally, of any taxes now or previously included within the definition of Overall Tract Taxes; (iv) any taxes or assessments imposed by a Governmental Agency for services such as fire protection; street, sidewalk and road maintenance; refuse removal; or other governmental services formerly provided without charge to property owners or occupants; and (v) any taxes upon any document to which Tenant is a party creating or transferring an interest or an estate in the Land.

(C) Tenant's Proportionate Share of Overall Tract Taxes. Tenant's Proportionate Share of Overall Tract Taxes shall be determined by multiplying such Overall Tract Taxes by a fraction, the numerator of which is the square footage of the Land and the denominator of which is the square footage of the Overall Tract or the applicable portion thereof which includes the Land (collectively, "Tenant's Proportionate Share of Overall Tract Taxes"). Tenant's Proportionate Share of Overall Tract Taxes shall be deemed as Additional Rent.

(D) deleted.

(E) Proration of Taxes. All Overall Tract Taxes delinquent before the Rent Commencement Date and/or currently due as of the Rent Commencement Date shall be prorated as the Rent Commencement Date and the portion thereof delinquent and/or due shall be paid by Landlord. Overall Tract Taxes for any partial year shall also be prorated. Notwithstanding anything to the contrary herein, Tenant shall not be obligated to pay any Overall Tract Taxes which accrued before the Rent Commencement Date (even if such Taxes are due and payable after the Rent Commencement Date), and Tenant shall not be obligated to pay any Overall Tract Taxes which accrue after the expiration or termination hereof.

(F) Payment of Tenant's Taxes. Landlord may, at its option, collect Tenant's Proportionate Share of Overall Tract Taxes (i) after the actual amount of Overall Tract Taxes are ascertained, or (ii) in advance monthly or quarterly based upon estimated Overall Tract Taxes.

(G) Payment Based Upon Estimates. If Landlord elects to collect Tenant's Proportionate Share of Overall Tract Taxes based upon estimates, then Tenant shall pay to Landlord, from and after the Rent Commencement Date, and thereafter on the first day of each month or quarter during the Term (as determined by Landlord), an amount estimated by Landlord to be Tenant's proportionate share of the monthly or quarterly Overall Tract Taxes. Landlord may periodically adjust the estimated amount. If Landlord collects Tenant's Proportionate Share of Overall Tract Taxes based upon estimated amounts, then

(within thirty (30) days after the end of each calendar year) Landlord shall furnish Tenant a statement covering the year just expired showing the total amount of Overall Tract Taxes, the actual amount of Tenant's Proportionate Share of Overall Tract Taxes, and the payments made by Tenant during that same period. If the actual amount of Tenant's Proportionate Share of Overall Tract Taxes for that year exceed Tenant's payments during that period, then Tenant shall pay to Landlord an amount equal to such deficiency within ten (10) days after receipt of the statement. If Tenant's payments during that period exceed the actual amount of Tenant's Proportionate Share of Overall Tract Taxes payable for that year, then Tenant shall be entitled to offset an amount equal to such excess against Base Rent due hereunder.

(H) deleted.

(I) Dispute and Contest of Overall Tract Taxes By Landlord. Landlord may dispute and contest Overall Tract Taxes and, in such event, Tenant shall pay to Landlord that portion of all costs incurred by Landlord in connection with such contest, pursuant to the formula set forth in Paragraph 16(C). If Landlord receives a refund pursuant to its contest of any Overall Tract Taxes, then Landlord shall reimburse Tenant that portion of the total refund prorated in the same manner as set forth in Paragraph 16(C). In the event Landlord fails to so reimburse Tenant, then Tenant shall be entitled to offset an amount equal to such reimbursement against Base Rent due hereunder.

(J) Taxes Upon Expiration. Upon the expiration or termination of this Lease, Overall Tract Taxes shall be apportioned in the same manner as they were apportioned prior to the Rent Commencement Date, and Landlord shall pay that portion thereof applicable to the period after the expiration or termination of this Lease.

17. Tax Matters – Other Provisions.

(A) No Tax Liability. In no event shall either Landlord or Tenant be liable hereunder for, or required to pay, any income, profit, excise, inheritance, estate, gift or franchise taxes of the other. Furthermore Tenant shall not be obligated to pay (or reimburse Landlord for) any taxes imposed upon the right of Landlord to do business, or any tax, assessment or governmental imposition in replacement or substitution of the foregoing or of a similar character.

(B) Notice of Assessment. Landlord covenants and agrees to notify Tenant in writing within ten (10) days of receipt of notice of any assessment of the Land or Tenant's Improvements.

(C) Payment in Installments. Notwithstanding anything herein to the contrary, if at any time during the Term any Taxes are levied upon or assessed against the Land or any part thereof, and such Taxes may be paid in installments, then Tenant's obligation under this paragraph to pay such Taxes shall be limited to the amount of such installments (plus applicable interest thereon charge by the taxing authority, if any) which become due during the term hereof, calculated using the longest payment option made available to Landlord, regardless of whether Landlord pays the same in installments over the same or shorter period of time or pays the entire amount thereof.

(D) Other Taxes. Tenant shall pay, prior to delinquency, all taxes imposed upon Tenant's business operation, trade fixtures, leasehold improvements, merchandise, and Tenant's personal property on the Land. If any such items are taxed with property belonging to Landlord, then such tax shall be equitably divided between Landlord and Tenant. The taxes and assessments referenced in this Paragraph 17(D) shall not be deemed as Taxes, Overall Tract Taxes, or Tenant's Proportionate Share of

Overall Tract Taxes (all as previously defined herein).

18. Insurance Matters.

(A) Tenant shall, at its sole cost, maintain so called "all risk" fire and extended coverage insurance (including vandalism and malicious mischief insurance, earthquake insurance and flood insurance) on Tenant's Improvements with a limit of or in an amount not less than the full replacement value thereof, less the cost of excavations, foundation, footings and underground tanks, conduits, pipes, pilings and other underground items and otherwise subject to such deductibles (and/or self-insurance retentions) maintained by Tenant under such policy(ies) and otherwise subject to Paragraph 18(F). Payments for losses shall be made solely to Tenant or the mortgagees of Tenant as their interests shall appear.

(B) Tenant shall, at its sole cost, also insure against property damage and public liability arising by reason of occurrences on or about the Premises by maintaining a policy or policies of commercial general liability insurance including contractual liability coverage insuring against the tort liabilities assumed under this Lease in the amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00) in respect of any one occurrence and otherwise subject to such deductibles (and/or self-insurance retentions) maintained by Tenant under such policy(ies) and otherwise subject to Paragraph 18(F).

(C) Except as set forth below, Landlord shall, at its sole cost, maintain so called "all risk" replacement cost fire and extended coverage insurance (including vandalism and malicious mischief insurance, earthquake insurance, and flood insurance) on any portion of the Overall Tract owned by Landlord in such amounts as Landlord's mortgagees shall require, or if no mortgagee exists, then in such amounts as are commercially reasonable for a mixed-use retail development of the size and quality of the Overall Tract. Notwithstanding the foregoing, Landlord shall not be obligated to comply with this section as to any portion of the Overall Tract no longer owned by Landlord or as to any portion of the Overall Tract occupied by a tenant providing such insurance or reasonably similar insurance.

(D) deleted.

(E) Landlord (if applicable) and Tenant shall each subscribe to the workers' compensation law in the state in which the Premises are located and shall each maintain (at its sole cost and expense) workers' compensation and employers' liability insurance covering all of its employees as required of a subscriber to the relevant statutes in the state in which the Premises are located.

(F) It is agreed that the insurance coverages provided for herein may be maintained pursuant to master policies of insurance covering other restaurant locations of Tenant and/or its corporate affiliates or other shopping centers of Landlord and/or its corporate affiliates. All insurance policies required to be maintained by Tenant and Landlord hereunder shall be with responsible insurance companies (with a minimum rating of A-, VII as rated in the most recent edition of Best's Key Rating Guide for Insurance Companies), authorized to do business in the state in which the Premises are located if required by law, and except for workers' compensation policies, shall name Landlord (and its mortgagee) or Tenant as an additional insureds, as their interests may appear, and shall provide for cancellation only upon ten (10) days prior written notice to Landlord and Tenant. Each party shall evidence such insurance coverage by delivering to the other party certificates issued by the insurance companies underwriting such risks. Notwithstanding the foregoing, Tenant may elect to non-subscribe, if applicable, and/or to provide

coverage for any of the foregoing risks within Paragraph 18 by a plan of self-insurance; provided Tenant (or Brinker International, Inc.) maintains a minimum net worth of \$100,000,000.00 as determined in accordance generally accepted accounting principles, consistently applied.

19. Reciprocal Easement Agreement and Related Matters.

(A) Reciprocal Easement Agreement. Landlord agrees that if Landlord intends to encumber the Land, Tenant's Improvements, and/or this Lease with a reciprocal easement agreement (or similar instrument) (collectively, the "REA"), then any such REA shall not be effective or enforceable against Tenant's unless Landlord has secured Tenant's prior written reasonable consent.

(B) Parking. Landlord agrees that in no event shall the number of parking spaces in the Overall Tract be fewer than the number of parking spaces required to satisfy all applicable governmental or quasi-governmental laws, rules, regulations, and codes.

(C) deleted. .

(D) Parking Fees. At no time during the Term shall Landlord be permitted to impose on Tenant, its employees, customers, invitees or any other party any restriction on, or monetary fee for, the right to park vehicles on the Land.

(E) To-Go Parking. Landlord agrees that Tenant shall be entitled to designate parking spaces on the Land for the use of Tenant's "To-Go" customers and, in connection therewith, Tenant shall be entitled to install appropriate signage, without, however, affecting any currently existing parking rights granted by the "Easement Agreements" referenced in Paragraph 19(G).

(F) Access Easement on Overall Tract. During the Term, Landlord grants to Tenant, Tenant's employees, representatives, customers and invitees a permanent, non-exclusive right-of-way access easement for the purpose of pedestrian and vehicular the cross-hatched portion of the access drive shown on Exhibit B-2 and as shown in the Replat of Beltway-Quorum Addition Lots 1A and 3, Block A dated April 12, 2005 and prepared by Kimley-Horn and Associates, Inc. During the Term, Landlord does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular this easement unto Tenant and its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Landlord. Landlord further agrees to provide this Easement as a part of the Memorandum of Lease to be recorded pursuant to Paragraph 34 hereof.

(G) Existing Easement Agreements. Landlord and Tenant acknowledge that non-exclusive easements for pedestrian and vehicular parking, ingress, and egress over parcels adjacent to the Overall Tract and benefiting the Land are set forth in the agreements and instruments shown in the 3 bulletpoints below (the "Easement Agreements"). Landlord shall not consent to any amendment, modification, or other change to the Easement Agreements which materially and adversely affects parking, ingress, and egress to the Land and Landlord agrees that any amendment, modification, or other change to the Easement Agreements which has not been approved in writing by Tenant and which materially and adversely affects parking, ingress, and egress to the Land shall be deemed a "Landlord Event of Default" as set forth in Paragraph 37.

- Easement Agreement dated January 30, 1991, filed February 20, 1991, recorded in Volume 91036, Page 766 and re-filed October 9, 1991 in Volume 91197, Page 872 of the Real Property Records of

Dallas County, Texas.

- Access Easement dated April 9, 1991, filed August 29, 1991, recorded in Volume 91169, Page 1422 of the Real Property Records of Dallas County, Texas.
- Replat of Beltway-Quorum Addition Lots 1A and 3, Block A dated April 12, 2005 and prepared by Kimley-Horn and Associates, Inc.

(H) Parking in the Overall Tract. With respect to the tenants and occupants of the Overall Tract, Tenant shall have exclusive parking rights on the Land and all parking spaces on the Land shall be reserved for Tenant and its employees, representatives, customers and invitees. Landlord agrees that no other tenant or occupant on the Overall Tract shall have any parking rights on the Land and Landlord shall not grant any such parking rights to any such party, except as otherwise set forth below.

(1) Landlord represents that the tenant or occupant of the "BJ's Parcel" as shown on Exhibit B-5 (including, without limitation, their employees, representatives, customers, contractors, and invitees) has no parking rights on the Land and is not entitled to park their vehicles on the Land at any time. If such tenant or occupant (including, without limitation, their employees, representatives, customers, contractors, and invitees) does, in fact, have such parking rights on the Land, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on the BJ's Parcel and the parking spaces designated as the "Pad D Parking Spaces" as shown in that certain "Side Letter Agreement" between Landlord and Tenant of even date herewith.

(2) Landlord represents that the tenant or occupant of the "Pad D" as shown on Exhibit B-6 (including, without limitation, their employees, representatives, customers, contractors, and invitees) has no parking rights on the Land and is not entitled to park their vehicles on the Land at any time. If such tenant or occupant (including, without limitation, their employees, representatives, customers, contractors, and invitees) does, in fact, have such parking rights on the Land, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on Pad D.

(3) In the event Landlord grants the tenant or occupant on BJ's Parcel any type of parking rights to more than sixty (60) parking spaces on Pad D, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on Pad D.

(I) Tenant's Control Area. During the term hereof (and except as set forth below), Landlord agrees that (i) no buildings shall be located in the cross-hatched area shown on Exhibit E hereto, and (ii) no signage shall be located in the portion of the cross-hatched area located on the Land as shown on Exhibit E, except signage related to Tenant's business on the Land (collectively "Tenant's Control Area").

(J) Restrictions on Landlord's Pylon Sign. Landlord shall be solely responsible for all costs associated with the design, permitting, installation, and maintenance of one (1) pylon sign which may, at Landlord's option, be installed at the Location shown on Exhibit E ("Landlord's Pylon Sign") and Landlord agrees that such pylon sign shall be subject to governmental approval and may only be installed in the location shown on Exhibit E. Landlord and Tenant agree the Landlord's Pylon Sign shall not be

located on the Land and the location shown on Exhibit E is outside the boundary line of the Land and Tenant's Maintenance Area (defined below).

(1) If Landlord chooses to install a "one-pole" pylon sign, then the width of such pole shall not exceed 24 inches on any side including any architectural embellishments and the bottom edge of the sign panel shall be located a minimum of eight feet (8') above ground level (as shown on Exhibit E).

(2) If Landlord chooses to install a "two-pole" pylon sign, then the width of each pole shall not exceed 24 inches including any architectural embellishments and the bottom edge of the sign panel shall be located a minimum of eight feet (8') above ground level (as shown on Exhibit E).

20. Maintenance of Access Road and CAM Charges.

(A) Maintenance of Access Road. Landlord agrees to maintain that portion of the Access Road shown on Exhibit B-2 at its cost and expense, in a first-class manner and condition, and otherwise in compliance with all laws, rules, regulations, and ordinances. Landlord agrees that such maintenance shall be performed in a manner which will cause as little disruption of and interference with Tenant's use of the Access Road as is reasonably possible. Landlord shall use all due diligence to perform such maintenance of the Access Road as expeditiously as possible so that the same may be available for use by Tenant with as little delay and as little disruption as circumstances will permit.

(1) Landlord reserves the right to require other tenants in the Overall Tract to maintain that portion of the Access Road situated within their leased premises. So long as such tenant(s) are maintaining that portion of the Access Road situated within their leased premises in accordance with Paragraph 20(A), then Landlord shall have no maintenance obligations with respect to such portion of the Access Road.

(B) CAM Charges. Tenant shall not be obligated to pay any so-called "CAM Charges" in connection with Landlord's (or any other tenant's) obligations under Paragraph 20(A).

21. Repairs and Maintenance by Tenant.

(A) Maintenance by Tenant. During the Term (and in addition to Tenant's maintenance obligations under Paragraph 14), Tenant shall maintain Tenant's Improvements, and the parking lot, hardscape areas, and landscape areas located in Tenant's Maintenance Area, as shown on Exhibit J, in reasonably good condition. Landlord shall not be required to make any repairs to Tenant's Improvements during the term hereof. Tenant's Improvements shall not be maintained as, nor shall Tenant permit Tenant's Improvements to become, a public or private nuisance, and Tenant shall not maintain any nuisance in Tenant's Improvements.

(1) With respect to the landscape areas located in Tenant's Maintenance Area, Tenant shall maintain such areas in reasonably good condition (including the mowing, trimming, pruning, edging, fertilizing, planting of winter grass, and spraying of herbicides on a reasonably frequent basis or as reasonably needed). Any dead plant materials in the landscape areas located in Tenant's Maintenance Area shall be replaced and pruning of trees in Tenant's Maintenance Area shall be done in a manner reasonably consistent with the pruning of trees on the BJ's Parcel. Tenant shall also comply with the Rules and Regulations related to landscaping set forth on Exhibit K.

(B) Structural Repairs. Notwithstanding anything herein to the contrary, if structural repairs and/or capital improvements to Tenant's Improvements shall be required during the last three (3) years of the Primary Term, or the last three (3) years of any Renewal Term (excepting any such repairs and improvements caused by a casualty loss which are subject to the terms of Paragraph 24), Tenant shall not be required to make such structural repairs and/or capital improvements if it delivers to Landlord a written waiver of all rights to renew this Lease beyond the term then in effect. Notwithstanding the foregoing, Tenant shall make such repairs if (i) the same are required by any applicable building code or other ordinance, or (ii) there is a possibility of damage to property or injury to person if the repairs are not made.

(1) Notwithstanding the foregoing, Landlord may (by written notice to Tenant) require Tenant to perform such structural repairs and/or capital improvements to Tenant's Improvements; provided that Landlord shall be obligated to pay to Tenant (prior to Tenant's commencement of such repairs and/or improvements) an amount equal to "Landlord's Share" as calculated below. Landlord's Share shall be calculated by multiplying the total cost of such repairs and/or improvements by a fraction, the numerator of which is the total capitalized life of such repair and/or improvement (in years) less the number of years remaining in the then-current portion of the Term and the denominator of which is the total capitalized life of such repair and/or improvement (in years).

22. Alterations. Tenant shall have the unrestricted right to make any alterations, additions or improvements to Tenant's Improvements without the necessity of obtaining the prior written consent of Landlord and without the payment of any Additional Rent; provided, that any such alterations, additions or improvements shall not (i) reduce or impair the value of Tenant's Improvements, (ii) increase the size of Tenant's building to greater than 10,000 square feet (including climate-controlled areas, patio areas, service yard, and cooler areas), (iii) increase the height of Tenant's building over that shown in Tenant's Plans, or (iv) result in any portion of Tenant's building extending beyond the building envelope diagram shown on Exhibit B-4.

23. Equipment, Fixtures and Signs.

(A) Equipment and Fixtures. Tenant shall have the right to erect, install, maintain and operate on the Premises such equipment, trade and business fixtures, signage (subject to Paragraph 23(B) below), and other personal property (collectively, "Restaurant Equipment") as Tenant may deem necessary or appropriate, and such Restaurant Equipment shall not be deemed to be part of the Premises, but shall remain the property of Tenant.

(B) Signage. Subject to governmental approval and Landlord's approval (not to be unreasonably withheld, conditioned, delayed, or denied), Landlord agrees that Tenant shall be entitled to erect the maximum number and maximum size of building signs (not less than four (4) building signs), , awnings, horizontal sign extensions, window appliques, and one (1) monument sign. The initial signage intended to be installed by Tenant shall be shown on Tenant's Plans and subject to Landlord approval under Paragraph 5(B)(1).

(C) Expiration or Termination of Term. At any time during the Term, Tenant shall have the right to remove and/or replace its Restaurant Equipment, other equipment, fixtures, installations, trade dress items, computer systems, manuals, other written materials, signage, and other personal property from the Premises; provided Tenant shall not remove any cooking vent hoods, walk-in coolers, and/or sprinkler system without Landlord's approval unless any item removed is replaced by an item of

like kind and quality.

(1) At the end or other termination of this Lease, Tenant shall deliver up the Land with Tenant's Improvements thereon in good repair and condition, loss by fire or other casualty, act of God, ordinary wear and tear, depreciation and obsolescence being excepted; provided that Tenant shall have the right to remove its Restaurant Equipment, other moveable equipment, trade fixtures, trade dress items, computer systems, manuals, other written materials, signage, and other personal property from the Premises (but excluding cooking vent hoods, walk-in coolers, and/or sprinkler system); and Tenant shall be entitled to otherwise de-identify (and make non-structural changes to) Tenant's Improvements so as to reasonably distinguish the building shell (and its interior) from other similar restaurants. Tenant shall repair, at its sole expense and in good and workmanlike manner, any damage to Tenant's Improvements caused by Tenant's removal of personal property or de-identification of Tenant's Improvements pursuant to the provisions of this Paragraph 23(C)(1).

24. Damage by Casualty.

(A) Notice. If Tenant's Improvements should be damaged by casualty during the Term, Tenant shall immediately deliver written notice thereof to Landlord.

(B) Casualty During Primary Term. If Tenant's Improvements are damaged by casualty during the Primary Term, Tenant may, by written notice delivered to Landlord within one hundred eighty (180) days after such casualty, elect (i) not to repair Tenant's Improvements and otherwise discontinue operations in which case Tenant shall remove all debris and otherwise restore the Land to a neat and clean condition and continue to pay Base Rent and either (i) Taxes under Paragraph 15(B) or (ii) Tenant's Taxes under Paragraph 16(C) through the tenth (10th) year of the Primary Term, subject to any set-off for amounts received by Landlord from an assignment and/or sublease of the Premises during that unexpired term (if any), and, upon the expiration of the tenth (10th) year of the Primary Term, this Lease shall automatically terminate, or (ii) to repair Tenant's Improvements. Regardless of Tenant's election as referenced in the preceding sentence, Tenant shall be entitled to receive all insurance proceeds from Tenant's insurance policy(ies) arising out of such casualty.

(C) Casualty During Renewal Term. If Tenant's Improvements are damaged by casualty during any Renewal Term, Tenant may, by written notice delivered to Landlord within one hundred eighty (180) days after such casualty, elect (i) not to repair Tenant's Improvements and otherwise discontinue operations in which case Tenant shall remove all debris and otherwise restore the Land to a neat and clean condition and then this Lease shall automatically terminate, or (ii) to repair Tenant's Improvements. Regardless of Tenant's election as referenced in the preceding sentence, Tenant shall be entitled to receive all insurance proceeds from Tenant's insurance policy(ies) arising out of such casualty.

(D) Restoration of Tenant's Improvements. If Tenant elects to repair Tenant's Improvements after such casualty, Tenant shall proceed with reasonable diligence to repair Tenant's Improvements to substantially the condition in which such improvements existed prior to such damage.

(E) deleted.

25. Condemnation.

(A) Total Taking. If all of the Land and/or Center shall be acquired by the right of

condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, then the Term shall cease and terminate as of the date of title vesting in such proceeding (or sale) and all Rent shall be paid up to that date.

(B) Partial Taking. In the event that (i) any portion of the parking area and/or access drives on the Land, (ii) any portion of the building located on the Land, and/or (iii) any portion of the Access Road shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, and Tenant determines that the remaining portion will permit Tenant to operate its business on the Land (including, without limitation, sufficient parking therefor) then Tenant, at Tenant's cost and expense (subject to reimbursement from any condemnation award as referenced in Paragraph 25(D)), shall proceed with reasonable diligence to restore the Land to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect but with a pro rata reduction of Base Rent in the same proportion that the total amount of the award for such partial taking received by Landlord bears to the total value of Land (exclusive of Tenant's Improvements) prior to such partial taking. Otherwise, there shall be no reduction or abatement of Rent in the event of such partial taking.

(1) In the event that (i) any portion of the parking area and/or access drives on the Land, (ii) any portion of the building located on the Land, and/or (iii) any portion of the Access Road shall be acquired by the right of condemnation or eminent domain for any public or quasi-public use or purpose, or sold to a condemning authority under threat of condemnation or in lieu thereof, and Tenant determines in its reasonable business judgment that the remaining portion will not permit Tenant to operate its business on the Land (including, without limitation, sufficient parking therefor), then Tenant may terminate this Lease by written notice to Landlord.

(C) Temporary Taking. If, at any time during the Term, Tenant's possessory rights, occupancy rights, and/or leasehold interest in the Land (or, any part thereof) shall be taken on a temporary basis for any public or quasi-public use or purpose, and Tenant determines in its reasonable business judgment that the remaining portion will not permit Tenant to operate its business on the Land (including, without limitation, sufficient parking therefor), then (i) Tenant shall not be required to operate its business on the Land during the period of such temporary taking; (ii) if Tenant has elected not to operate (in its reasonable business judgment) and such temporary taking continues for a period in excess of ninety (90) days, then Base Rent shall be abated from the end of such 90-day period until such temporary taking has concluded; and (iii) if such temporary taking continues for a period in excess of one (1) year, then Tenant may terminate this Lease by written notice to Landlord.

(D) Condemnation Award. In the event of any condemnation, taking, or sale which results in the termination of this Lease, then (i) Landlord shall be entitled to an award based on the taking of, or injury to, the fee simple estate in the Land; (ii) Tenant shall be entitled to an award based on the loss or interruption of business, the loss of any Tenant's personal property, and the unamortized book value of Tenant's Improvements taken (as determined using 20-year straight-line depreciation applied in accordance with generally accepted accounting principles); and (iii) the remainder of any such condemnation award (if any) shall be paid to Landlord. Termination of this Lease shall not affect the rights of the respective parties to such awards.

(1) In the case of a partial taking which does not result in a termination of this Lease, then Tenant shall first be entitled to recover the costs and expenses incurred by Tenant in restoring

the Land as set forth in Paragraph 25(B), and the balance shall be paid to Landlord.

(2) In the case of a temporary taking which does not result in a termination of this Lease, the condemnation award shall be allocated as follows: (i) Tenant shall first be entitled to recover costs and expenses incurred by Tenant in restoring the Land, including the Rent paid during such taking and (ii) the balance shall be paid to Landlord.

26. Liability and Indemnification.

(A) Landlord shall not be liable to Tenant or Tenant's employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Tenant, its employees or agents, or of any other person (other than Landlord or Landlord's employees or agents) entering upon the Land under express or implied invitation of Tenant, and Tenant agrees to indemnify Landlord and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Landlord by reason of any such damage or injury.

(B) Tenant shall not be liable to Landlord or Landlord's employees, agents, patrons, invitees, or mortgagees, or any person whomsoever, for any injury to person or damage to property caused by the negligence or misconduct of Landlord, its employees or agents, and Landlord agrees to indemnify Tenant and hold it harmless from any loss, claim, damage, cost or expense suffered or incurred by Tenant by reason of any such damage or injury.

(C) Notwithstanding any other provision of this Lease, Landlord shall, and hereby does agree to, indemnify, protect, defend, and hold harmless Tenant and its partners, directors, officers, employees, shareholders, agents, contractors, and each of their respective successors and assigns, from and against any and all claims, judgments, damages, penalties, fines, taxes, costs, liabilities, losses, and expenses arising at any time after the Effective Date as a result of, or in connection with, the presence of Hazardous Materials on, under, or about the Land or the Overall Tract which are existing on the Land as of the Effective Date or otherwise caused by Landlord or Landlord's agents, employees, or contractors.

(1) The indemnification set forth in Paragraph 26(C) includes, without limitation, (i) costs incurred by Tenant in connection with any investigation, clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials on, under, or about the Land or the Center which are existing on the Land as of the Effective Date or otherwise caused by Landlord or Landlord's agents, employees, or contractors, and (ii) fees charged by any environmental consultant employed by Tenant and the reasonable costs incurred by Tenant in obtaining bonds and insurance relating to any such investigation, clean-up, remedial, removal, or restoration work. Without limiting the foregoing, Landlord shall, at its sole cost, remove and/or remediate any and all Hazardous Materials on the Land which are existing on the Land as of the Effective Date or otherwise caused by Landlord or Landlord's agents, employees, or contractors in accordance with any recommended course of remediation contained in the Phase I and in accordance with all applicable governmental regulations.

(D) Notwithstanding any other provision of this Lease, Tenant shall, and hereby does agree to, indemnify, protect, defend, and hold harmless Landlord and its partners, directors, officers, employees, shareholders, agents, contractors, and each of their respective successors and assigns, from and against any and all claims, judgments, damages, penalties, fines, taxes, costs, liabilities, losses, and expenses arising at any time after the Effective Date as a result of, or in connection with, the presence of Hazardous

Materials on, under, or about the Land or the Overall Tract which are introduced to the Land by Tenant after the Effective Date or otherwise caused by Tenant or Tenant agents, employees, or contractors.

(1) The indemnification set forth in Paragraph 26(D) includes, without limitation, (i) costs incurred by Landlord in connection with any investigation, clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Materials which are introduced to the Land by Tenant after the Effective Date or otherwise caused by Tenant or Tenant agents, employees, or contractors, and (ii) fees charged by any environmental consultant employed by Landlord and the reasonable costs incurred by Landlord in obtaining bonds and insurance relating to any such investigation, clean-up, remedial, removal, or restoration work. Without limiting the foregoing, Tenant shall, at its sole cost, remove and/or remediate any and all Hazardous Materials on the Land which are introduced to the Land by Tenant after the Effective Date or otherwise caused by Tenant or Tenant agents, employees, or contractors in accordance with any recommended course of remediation contained in the Phase I and in accordance with all applicable governmental regulations.

(E) The indemnity provisions set forth in Paragraphs 26(A)-(D) shall survive the expiration or earlier termination of this Lease for a period of four (4) years.

27. Right of Inspection. Landlord and its agents and representatives shall be entitled to enter upon and inspect the Land and Tenant's Improvements at any time in the event of an emergency and otherwise during normal business hours upon prior reasonable notice, provided that (i) such inspection shall not unreasonably interfere with Tenant's business and (ii) Landlord shall not be entitled to enter upon the Land and Tenant's Improvements between the hours of 11:00 a.m. to 2:00 p.m. and between the hours of 5:00 p.m. to 8:00 p.m. on any day.

28. Warranty of Title and Quiet Enjoyment.

(A) Subject to (i) the express limitations set forth in this Lease on Tenant's rights to use the Land as set forth in Paragraph 12(A), (ii) the lawful rights and powers of governmental entities, (iii) Tenant's payment of Rent reserved hereunder, and (iv) Tenant's compliance with terms of this Lease, then Landlord represents and covenants that Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, including any Renewal Term, without any hindrance, molestation, interruption, or ejection by Landlord, its successors or assigns, or any other person or persons lawfully or equitably claiming by, through or under Landlord.

(B) Prior to the First Conditions Date, Landlord agrees to deliver to Tenant a Subordination, Attornment and Non-Disturbance Agreement executed by any mortgagee (or, similar lienholder) holding an interest to the Land and substantially in the form attached hereto as Exhibit F (collectively, the "SNDA").

(C) Subject to Paragraph 28(E) below, Tenant accepts this Lease subordinate to any first mortgage, first deed of trust, or other first lien hereafter placed upon the Land and to any renewals and extensions thereof (each, a "Mortgage"); provided that the holder of any Mortgage (each, a "Mortgagee") shall have the right at any time to subordinate its Mortgage to this Lease. Except as set forth in the preceding sentence, Landlord represents and warrants that, on and after the Effective Date, it will not grant or create any claim, lien, encumbrance, easement, restriction, or other exception to title to the Land (other than Mortgage(s) in accordance with Paragraph 28(E) below) without the prior written

consent of Tenant (which consent shall not be unreasonably withheld, conditioned, delayed, or denied).

(D) In the event of any foreclosure sale or deed-in-lieu of foreclosure as the result of the enforcement of any Mortgage, Tenant shall attorn to the Mortgagee or purchaser at such foreclosure sale or deed-in-lieu of foreclosure, or any person or party succeeding to the interest of Landlord as a result of such enforcement, as the case may be, in accordance with the terms of the SNDA between Tenant and such Mortgagee.

(E) Notwithstanding Paragraph 28(C) above, the subordination of this Lease to any Mortgage hereafter placed upon the Premises shall be contingent upon each Mortgagee thereof delivering to Tenant an agreement in substantially the form attached hereto as Exhibit F (or such other form reasonably acceptable to Tenant) executed by each such Mortgagee. Upon Mortgagee's request, Tenant shall join in the execution of such agreement; provided that such agreement is in substantially the form attached hereto as Exhibit F (or such other form reasonably acceptable to Tenant).

29. Waiver of Subrogation. Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the Term for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, which loss or damage is caused by perils required to insured under Paragraph 18. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each insurance company which has issued to it policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

30. Force Majeure. Notwithstanding anything to the contrary herein (and even in the absence of a specific reference to this Paragraph 30 or "force majeure" elsewhere herein), Landlord and Tenant hereby agree that the time for performance by Landlord or Tenant of any term, provision or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, adverse weather conditions, strikes, unavailability of building materials, civil riots, floods, extreme amounts of precipitation, material or labor restrictions by governmental authority, enforcement of governmental regulations or requirements, and any other cause not within the control of Landlord or Tenant, as the case may be; provided the foregoing shall not be applicable to any failure by either party to pay any Rent or other sums due to the other party hereunder.

31. Commissions. Landlord agrees to indemnify and hold Tenant harmless from any loss, liability, damage, cost, or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Tenant by reason of any claim to any broker's, finder's, or other fee in connection with this transaction by any party claiming by, through, or under Landlord. Tenant agrees to pay the Christon Company a commission pursuant to a separate agreement between Tenant and such broker(s). Tenant agrees to indemnify and hold Landlord harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees) paid or incurred by Landlord by reason of any claim to any broker's, finder's, or other fee in connection with this transaction by any party claiming by, through, or under Tenant.

32. Landlord-Tenant Relationship. It is further understood and agreed that the Landlord shall in no event be construed or held to be a partner, joint venturer or associate of the Tenant in the conduct of the Tenant's business, nor shall Landlord be liable for any debts incurred by the Tenant in the Tenant's

business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

33. Assignment and Subletting.

(A) Tenant shall not assign this Lease or sublet the whole or any part of the Premises without the prior written consent of Landlord, which consent Landlord shall not unreasonably withhold, condition, or delay; provided that (i) no Tenant Event of Default (defined below) has occurred and is continuing at the time of the request for consent to the assignment or sublease, (ii) the use to be made of the Premises by the assignee or subtenant shall be permitted by Paragraph 12 hereof, (iii) the assignee or subtenant shall assume in writing the performance of all of the terms, provisions and covenants of this Lease on the part of Tenant to be kept and performed, (iv) Tenant shall deliver to Landlord within fifteen (15) days (or as soon thereafter as is reasonably practicable) after the assignment or subletting an executed duplicate of such agreement, together with a duly executed assumption agreement, (v) Landlord shall be entitled to require such assignee to make quarterly payments of Percentage Rent to Landlord, and (vi) Landlord shall be entitled to require any such assignee to carry commercially reasonable deductibles on the insurance policy(ies) and business interruption insurance on the insurance policy(ies) referenced in Paragraph 18 and such assignee shall not be permitted to self-insure for the risks referenced in Paragraph 18 unless such assignee complies with Paragraph 18(F).

(B) Notwithstanding anything herein to the contrary, Tenant may, without Landlord's prior written consent but otherwise subject to the conditions set forth in the preceding paragraph, (i) assign this Lease or sublet the whole of the Premises to a legal entity which is either (x) the successor, by merger or otherwise, to all or substantially all of Tenant's assets and liabilities, (y) controls or is controlled by or is under common control with Tenant or (z) is a franchisee of an entity that directly or indirectly, controls, is controlled by, or is under common control with Tenant, and (ii) sublet a portion of the Premises to a legal entity under the control of Tenant solely for the purpose of such entity obtaining a liquor license for the Premises. Any such assignment or subletting shall be otherwise subject to all of the terms, provisions and covenants of this Lease.

(C) Landlord agrees to give an estoppel letter to any assignee or sublessee to which Landlord consents or for which Landlord's consent is not required, upon written request for such assignee or sublessee, the form of which shall be similar in nature to the form of estoppel under Paragraph 39(N) hereof and shall otherwise be reasonably acceptable to such assignee or sublessee.

(D) No assignment or subletting or collection of rent from the assignee or sub-tenant shall be deemed to constitute a novation or in any way release Tenant from further performance of its obligations under this Lease, and Tenant shall continue to be liable under this Lease for the balance of the Primary Term and any Renewal Term with the same force and effect as if no such assignment or sublease had been made; provided, however (in the event of an assignment), Landlord shall be deemed to have released Tenant from all obligations under this Lease if the assignee has a net worth as of the date of the assignment greater than or equal to One Hundred Million and 00/100 Dollars (\$100,000,000.00), as determined in accordance with generally accepted accounting principles, consistently applied, and as shown in a current financial statement of assignee certified by assignee's chief financial officer (or other similar officer) or assignee's independent, certified public accountant.

(E) Landlord may sell, transfer, or assign Landlord's interest in the Land or this Lease at any time and in such event shall be relieved of Landlord's obligations under this Lease to the extent such

obligations arise after the date of such sale, transfer, or assignment; provided that such purchaser, transferee, or assignee agrees to assume all of the unaccrued obligations under this Lease and agrees to perform to the full extent required under the terms and conditions of this Lease. Notwithstanding anything to the contrary herein, no such sale, transfer, or assignment shall operate to relieve Landlord of any accrued liabilities and obligations which arise prior to the date of such sale, transfer, or assignment.

34. Memorandum of Lease; Commencement and Termination Agreement. A memorandum of this Lease, in the form attached hereto as Exhibit G, shall be executed by Landlord and Tenant contemporaneously with the execution of this Lease and shall be filed of record by Tenant, at its sole cost. Landlord and Tenant agree that promptly after the Rent Commencement Date of this Lease, a Commencement and Termination Agreement, substantially in the form attached hereto as Exhibit H, shall be executed by each party in order to establish the Rent Commencement Date and the date of termination of the Primary Term.

35. Notices and Payments. Any notice, communication, or payment required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) generally recognized overnight courier service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, or (d) facsimile (provided that such facsimile is confirmed in the manner specified in clauses (a)-(c) above), addressed as set forth below, or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either (i) at the time of personal delivery, (ii) in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or (iii) in the case of facsimile, upon receipt (provided that such facsimile is confirmed in the manner specified in clauses (a)-(c) above).

If to Landlord: Addison Southwest Ltd.
15280 Addison Road, Suite 300
Addison, Texas 75001
Attention: Daryl N. Snadon
Federal Tax I.D.#75-2373733

If to Tenant: Brinker Texas, L.P.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel
Federal Tax ID # 75-2405344

If to Tenant (with respect to invoices and billing statements only):

Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas, 75240
Attention: Property Accounting
Reference: On the Border (#192)
Addison, Texas

If and when included within the term "Landlord" there is more than one person or legal entity, all shall jointly arrange among themselves for one among their numbers to receive at one specified address all

such notices and payments; all parties included within the term "Landlord" shall be bound by notices delivered by Tenant in accordance with the provisions of this Paragraph 35 as if each had received such notice.

36. Default By Tenant.

(A) Each of the following events shall be a "Tenant Event of Default" under this Lease:

(1) Tenant shall fail to pay any installment of Rent hereby reserved as and when the same shall become due and shall not cure such default within ten (10) days after written notice thereof is given by Landlord to Tenant (provided Landlord shall not be obligated to give more than two (2) such notices during any calendar year);

(2) Tenant shall fail to comply with any term, provision or covenant of this Lease, other than the payment of Rent, and shall not cure such failure within thirty (30) days after written notice thereof is given by Landlord to Tenant (provided that if such default cannot reasonably be cured within thirty (30) days, then Tenant shall have an additional reasonable period of time within which to cure such default so long as Tenant commences to cure such default during such 30-day period and thereafter proceeds diligently to cure such default);

(3) Tenant shall be adjudged insolvent, make a transfer in fraud of creditors or make an assignment for the benefit of creditors;

(4) Tenant shall file a petition under any section or chapter of the Bankruptcy Reform Act of 1978, as amended, or under any similar law or statute of the United States or any State thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder; or

(5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant and Tenant shall not have had such appointment discharged within thirty (30) days after Tenant receives written notice of such appointment.

(B) Upon the occurrence of any Tenant Event of Default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages; and Tenant agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise;

(2) Enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying the Premises, or any part thereof, by force if necessary, without being liable to prosecution or for any claim for damages, and relet the Premises, as Tenant's agent, and receive the rent therefor; and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting; or

(3) Enter upon the Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any reasonable and necessary expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of a Tenant Event of Default shall not be deemed or construed to constitute a waiver of such default.

(C) Mitigation of Damages. If by reason of a Tenant Event of Default the Premises becomes vacant and if Tenant remains liable under this Lease for rental accruing thereafter with respect to the Premises, then Landlord agrees to use reasonable diligence in attempting to relet the Premises during the period Tenant remains liable for rental under this Lease; provided, however, that nothing in this Lease or otherwise shall be deemed to (i) restrict or limit the reasonable discretion of Landlord in selecting the permitted use and identity of any replacement tenant to occupy the Premises, or (ii) require Landlord to relet the Premises before Landlord relets any other vacant space on the Overall Tract, or (iii) require Landlord to relet the Premises for less than the fair market rental rate for the Premises for a lease term reasonably selected by Landlord. Further, Landlord shall be deemed to have satisfied its obligation to mitigate damages and to have used reasonable diligence in attempting to relet the Premises if (i) within sixty (60) days after Tenant has vacated the Premises, Landlord places a "for lease" sign at the Premises, (ii) within sixty (60) days after Tenant has vacated the Premises, Landlord notifies a reasonable number of commercial real estate brokers that the Premises are available for lease, (iii) Landlord shows the Premises to prospective tenants who request to see it, and (iv) Landlord continues to use reasonably diligent efforts (as outlined in clauses (i)-(iii) above) to lease the Premises.

(D) Cure Rights of Lienholders. At any time when the holder of an outstanding mortgage, deed of trust or other lien covering Landlord's interest in the Premises (the holder of any such mortgage, deed of trust or other lien being herein called a "Lienholder") has given Tenant written notice of its interest in this Lease Agreement and its address (whether by giving Tenant notice of any Assignment of Rents and Leases which has been executed by Landlord in favor of such Lienholder or otherwise) Tenant shall give such Lienholder, by registered mail, a copy of any notice of default served upon Landlord by Tenant.

37. Default By Landlord.

(A) Each of the following events shall be a "Landlord Event of Default" under this Lease:

(1) Landlord shall fail or refuse to pay any sum of money payable hereunder when due, and the failure or refusal continues for ten (10) days after written notice thereof is given by Tenant to Landlord; or

(2) Landlord shall fail or refuse to comply with any term, provision, or covenant of this Lease, other than provisions for the payment of money, and does not cure the failure or

refusal within thirty (30) days after written notice thereof is given by Tenant to Landlord (provided that if such default cannot reasonably be cured within thirty (30) days, then Landlord shall have an additional reasonable period of time within which to cure such default; provided Landlord takes prompt, positive actions to cure such default during such 30-day period and is thereafter continuously and diligently pursuing such cure to completion).

(B) Upon the occurrence of any Landlord Event of Default, Tenant shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

(1) Cure the Landlord Event of Default and in connection therewith pay or incur reasonable expenses. Notwithstanding the foregoing, Tenant shall not have such right to cure a Landlord Event of Default set forth in Paragraph 37(A)(2) in the event Landlord or its mortgagee takes action to cure such default within the cure period therein provided, but is unable, by reason of the nature of the work involved, to cure the same within such period, provided Landlord or its mortgagee (whoever commences such work) continues such work thereafter diligently and without unnecessary delays. Additionally, Tenant shall have the right to remedy any default of an emergency nature, in the event Landlord or its mortgagee fails to commence to cure any default creating an emergency situation promptly upon being given notice which is reasonable under the circumstances, and Tenant shall have the right to remedy such a default without notice (if the giving of notice is not reasonably practicable) in the event of an emergency. All sums so expended or obligations incurred by Tenant in connection with the foregoing, plus interest thereon at the Interest Rate from the date such expenses are incurred until repayment, shall be paid by Landlord to Tenant upon demand, and, if Landlord fails to promptly reimburse Tenant, then Tenant may, in addition to any other right or remedy available to Tenant under this Lease and/or applicable law, deduct such amount from subsequent installments of Rent; or

(2) If the Landlord Event of Default materially and adversely affects Tenant's rights under this Lease and/or the operation of Tenant's business on the Land, then Tenant may terminate this Lease by giving thirty (30) days prior written notice to Landlord, and if such default has not been cured during such 30-day period (or such longer period as may be reasonably required to cure such default provided Landlord takes prompt, positive actions to cure such default during such 30-day period and is thereafter continuously and diligently pursuing such cure to completion), then Tenant may (in its sole discretion) elect to terminate this Lease by written notice to Landlord after which Tenant shall have no further liabilities or obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damage accruing to Tenant by reason of the violation of any of the terms, provisions, and covenants herein contained. Forbearance by Tenant to enforce one or more of the remedies herein provided upon the occurrence of a Landlord Event of Default shall not be deemed or construed to constitute a waiver of such default.

38. deleted.

39. Miscellaneous.

(A) Termination. Notwithstanding anything to the contrary herein (and even in the absence of a specific reference to this Paragraph 39(A)), in the event this Lease is terminated pursuant to a right of termination expressly granted herein, then, upon such termination, (i) this Lease shall be of no

further force or effect and shall automatically terminate without further notice or opportunity to cure; (ii) neither Landlord nor Tenant shall thereafter have any further obligation or liability under this Lease (except any obligations or liabilities which accrued prior to such termination and/or expressly survive such termination).

(B) Captions. The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(C) Gender. Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(D) Binding Effect. Subject to Paragraph 33, this Lease shall be binding upon and shall inure to the benefit of Landlord and Tenant and their respective heirs, legal representatives, successors and assigns.

(E) Exhibits. The Exhibits annexed to this Lease are hereby incorporated by reference in their entirety with the same force and effect as if they were set forth in this Lease in their entirety.

(F) Time of the Essence. It is expressly agreed by Landlord and Tenant that time is of the essence with respect to this Lease. In the event the date for performance of an obligation or delivery of any notice hereunder falls on a day other than a business day, then the date for such performance or delivery of such notice shall be postponed until the next ensuing business day. Any references to "business days" contained herein are references to normal working business days (i.e., Monday through Friday of each calendar week, exclusive of Federal holidays).

(G) Severability. If any term or provision, or any portion thereof, of this Lease, or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, in the event Landlord is estopped (or, enjoined) by any governmental or judicial authority from performing (or, otherwise enforcing) any of the terms of this Lease, then any such term shall be modified to such an extent as to take into account the parties original intent and to permit Landlord the ability to enforce the same under applicable law.

(H) Counterparts. This Lease may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument. In the event of any discrepancy between an electronic version of this Lease (or other versions in other media) and the fully-signed hardcopy of this Lease, the fully-signed hardcopy of this Lease shall control.

(I) Attorneys' Fees. In the event of litigation between the parties to enforce this Lease, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

(J) Governing Law. This Lease shall be construed, interpreted, and enforced pursuant to the applicable laws of the State in which the Premises are located.

(K) Entire Agreement. This Lease sets forth the entire agreement between the parties with respect to the transaction contemplated by this Lease, and no amendment or modification of this Lease shall be binding or valid unless expressed in a writing executed by all of the parties hereto.

(L) Warranty of Authority. If either Landlord or Tenant is a corporation or partnership, each individual executing this Lease on behalf of the corporation or partnership represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of the corporation or partnership and that this Lease is binding upon the corporation or partnership. If either Landlord or Tenant is a corporation, the persons executing this Lease on behalf of Landlord or Tenant hereby covenant and warrant that (a) Landlord or Tenant, as applicable, is a duly qualified corporation and all steps have been taken prior to the Effective Date to qualify Landlord or Tenant to do business in the State in which the Premises are located; (b) all franchise and corporate taxes have been paid to date; and (c) all future forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due.

(M) Rules of Construction. The terms of this Lease have been examined, reviewed, negotiated, and revised by counsel for each party, and no implication will be drawn against any party by virtue of the preparation and drafting of this Lease.

(N) Estoppel Certificates. Within ten (10) days after Landlord's request from time to time, Tenant shall execute and deliver to Landlord or Landlord's mortgagee, prospective mortgagee or prospective purchaser or investor, as directed by Landlord, a statement in writing in a form reasonably acceptable to Tenant, certifying, to the extent true and accurate, the following: (a) Landlord has satisfactorily completed all of Landlord's construction work required by this Lease; (b) Tenant has accepted and is in full possession of the Premises; (c) this Lease is in full force and effect and has not been amended, supplemented or superceded except as set forth in such certificate; (d) there is no existing default by either party under this Lease and, if a default is claimed, stating the nature of such default; (e) the date to which all rental hereunder has been paid and the amounts thereof; (f) Tenant has no claim against Landlord which might be offset against accrued rent; (g) the Rent Commencement Date, the scheduled expiration of the Term of this Lease and which options to renew the Term of this Lease have been exercised, if any, and (h) such other factually accurate matters pertaining to the terms or subject matter of this Lease as may be reasonably requested.

(1) Within ten (10) days after Tenant's request from time to time, Landlord shall execute and deliver to Tenant or Tenant's mortgagee, prospective mortgagee or prospective purchaser or investor, as directed by Tenant, a statement in writing in a form reasonably acceptable to Landlord, certifying, to the extent true and accurate, the following: (a) Tenant has satisfactorily completed all of Tenant's construction work required by this Lease; (b) this Lease is in full force and effect and has not been amended, supplemented or superceded except as set forth in such certificate; (c) there is no existing default by either party under this Lease and, if a default is claimed, stating the nature of such default; (d) the date to which all rental hereunder has been paid and the amounts thereof; (e) the Rent Commencement Date, the scheduled expiration of the Term of this Lease and which options to renew the Term of this Lease have been exercised, if any, and (f) such other factually accurate matters pertaining to the terms or subject matter of this Lease as may be reasonably requested.

(O) Interest Rate. Notwithstanding anything to the contrary herein, if Landlord or Tenant shall fail to pay any monetary sum, penalty, and/or damage required under, or in connection with, this Lease, then such unpaid sums, penalty(ies), and/or damage(s) shall bear interest from the due date thereof to the date of payment at a simple interest rate of twelve percent (12%) per annum

(previously defined as the "Interest Rate").

(P) Non-Waiver Provisions. No waiver of any condition or covenant of this Lease or failure to exercise a remedy by either of the parties hereto shall be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant or remedy.

(Q) Guaranty. As of the Effective Date, Tenant agrees to deliver to Landlord a fully-executed copy of the guaranty in the form attached hereto as Exhibit I.

(R) Rules and Regulations. Tenant shall at all times comply with the Rules and Regulations attached hereto as Exhibit K. Landlord shall have the right to adopt reasonable amendments to the Rules and Regulations from time to time as Landlord deems necessary; provided that any such amendment in violation of this Lease shall be unenforceable against Tenant and Landlord agrees that the Rules and Regulations will not be enforced against Tenant in a discriminatory manner.

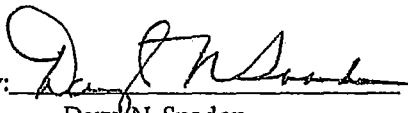
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the dates set forth next to the signatures below to be effective as of the latest date set forth next to the signatures below (previously defined as the "Effective Date").

LANDLORD:

ADDISON SOUTHWEST LTD.,
a Texas limited partnership

Date: June 2, 2005

By: 
Daryn N. Snadon
Its: General Partner

TENANT:

BRINKER TEXAS, L.P.,
a Texas limited partnership

By: Brinker Chili's Texas, Inc.,
a Delaware corporation
Its: General Partner

Date: May 31, 2005

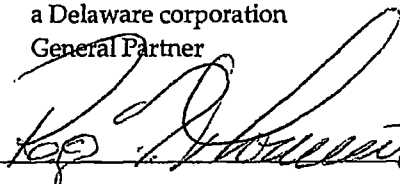
By: 
Name: Roger F. Thomson
Title: President

EXHIBIT A

The Land

THE
LAND

PAD
4.65 AC
(202,409 SF)

QUORUM DRIVE

Retail
Building

Retail
Center

Existing
Chambers
Restaurant

Restaurant

Restaurant

Existing
Thruway
Restaurant

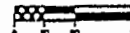
ADDISON ROAD

BELT LINE ROAD

GENERAL NOTES

1. LANDSCAPED AREAS RECLAIMED IS BASED ON WHEATON CITY REQUIREMENTS OF 30% LOT COVERAGE. PARKING AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPED AREA.
2. PARKING REQUIRED IS BASED ON 1 SPACE PER 70 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON WHEATON CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA RATIO.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD, ADDISON, TEXAS



architecte planning

PROJECT NO. 01012
DATE 4-27-00
DRAWN BY KO

SCHEME
SP-24B

OTB

METES AND BOUNDS

1.7585 Acres

G.W. Fisher Survey, Abstract No. 482

City of Addison, Dallas County, Texas

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being a part of Lot 1, Block A of BELTWAY-QUORUM ADDITION, an addition to the City of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at an "X" cut in concrete found in the northerly right-of-way line of Belt Line Road (100-foot wide public right-of-way) for the southerly common corner of Lots 1 and 2, Block A of the beforementioned BELTWAY-QUORUM ADDITION; Thence with the northerly right-of-way line of Belt Line Road, North 89°57'28" West, a distance of 7.00 feet to an "X" cut in concrete set for the POINT OF BEGINNING;

THENCE continuing with the northerly right-of-way line of Belt Line Road and the southerly line of Lot 1, Block A, the following courses and distances to wit:

--North 89°57'28" West, a distance of 8.15 feet to an "X" cut in concrete set for corner;

--South 45°02'23" West, a distance of 14.14 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°57'28" West, a distance of 155.90 feet to a point for the southwest corner of Lot 1, Block A, from which a 3/4-inch iron rod found bears South 33°57' East, a distance of 0.30 feet, said corner being the southeast corner of a tract of land described in deed to Mark A. Albert, recorded in Volume 97002, Page 3045 of the Deed Records of Dallas County, Texas;

THENCE leaving the northerly right-of-way line of Belt Line Road, the following courses and distances to wit:

--North 00°02'30" East, passing at a distance of 200.00 feet a 5/8-inch iron rod found for the northeast corner of said Albert tract, continuing in all a distance of 247.56 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°45'43" East, a distance of 7.97 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a curve to the left;

--Northeasterly with said curve to the right, through a central angle of 68°25'52", having a radius of 20.00 feet, a chord bearing and distance of North 55°32'47" East, 22.49 feet, an arc distance of 23.89 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the left;

--Northeasterly with said curve to the left, through a central angle of 23°43'01", having a radius of 44.00 feet, a chord bearing and distance of North 33°11'22" East, 18.08 feet, an arc distance of 18.21 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the right;

--Northeasterly with said curve to the right, through a central angle of 45°00'22", having a radius of 20.00 feet, a chord bearing and distance of North 22°32'41" East, 15.31 feet, an arc distance of 15.71 feet to a 5/8-inch iron rod with "KHA" cap set for the end of said curve;

--North 00°02'30" East, a distance of 90.71 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--Due East, a distance of 180.93 feet to an "X" cut in concrete set for corner;

THENCE parallel with and 1-foot west of the common line of said Lots 1 and 2, Block A, the following courses and distances to wit:

—South 00°14'17" East, a distance of 242.61 feet to an "X" cut in concrete set for the beginning of a tangent curve to the right;

—Southwesterly with said curve to the right, through a central angle of 37°45'26", having a radius of 114.00 feet, a chord bearing and distance of South 18°38'23" West, 73.77 feet, an arc distance of 75.12 feet to an "X" cut in concrete set for the beginning of a reverse curve to the left;

—Southwesterly with said curve to the left, through a central angle of 20°26'18", having a radius of 101.00 feet, a chord bearing and distance of South 27°17'55" West, 35.84 feet, an arc distance of 36.03 feet to an "X" cut in concrete set for corner;

THENCE South 59°10'04" West, a distance of 8.66 feet to an "X" cut in concrete set for the beginning of a non-tangent curve to the left;

THENCE southwesterly with said curve to the left, through a central angle of 11°42'48", having a radius of 107.00 feet, a chord bearing and distance of South 07°46'41" West, 21.84 feet, an arc distance of 21.87 feet to the POINT OF BEGINNING and containing 1.7585 acres of land, more or less.

Bearing system based upon the plat BELTWAY-QUORUM ADDITION, recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas.

EXHIBIT A-1

Ground Lease and Other Agreements Referenced in Paragraph 1(D)

- Parking Lease Agreement by and between On The Border Corporation and Daryl N. Snadon d/b/a Beltway Development Company dated April 15, 1987.
- Estoppel and Landlord's Subordination Lessor/Lessee Agreement by and between Daryl N. Snadon ("Lessor") and On The Border Corporation ("Lessee") dated November 15, 1990.
- Ground Lease - Additional Parking Agreement by and between Yorkland Partners, L.P., Brinker Texas, L.P., and Daryl N. Snadon dated February 28, 1995.
- Lease Agreement - Renewal - by and between Daryl N. Snadon and Brinker Texas, L.P. dated March 10, 1995.
- Memorandum of Lease by and between Daryl N. Snadon and Brinker Texas, L.P. dated March 20, 1995.
- Guaranty of Lease Agreement (duplicate original) dated October 20, 1997, to be effective March 10, 1995.
- Subordination, Attornment and Non-Disturbance Agreement dated October __, 1997, between GMAC Commercial Mortgage Corporation and Brinker Texas, L.P.
- Reciprocal Easement Agreement dated January 20, 2004, by and between Brinker Texas, L.P., Daryl N. Snadon dba Beltway Development Company and 4440 Belt Line, Ltd., recorded as Document No. 2805612

* * * * *

EXHIBIT B

The Overall Tract

Landlord and Tenant hereby agree that a mutually acceptable legal description of the Overall Tract shall be attached to this Lease at such time as such legal description becomes available.

EXHIBIT B-1

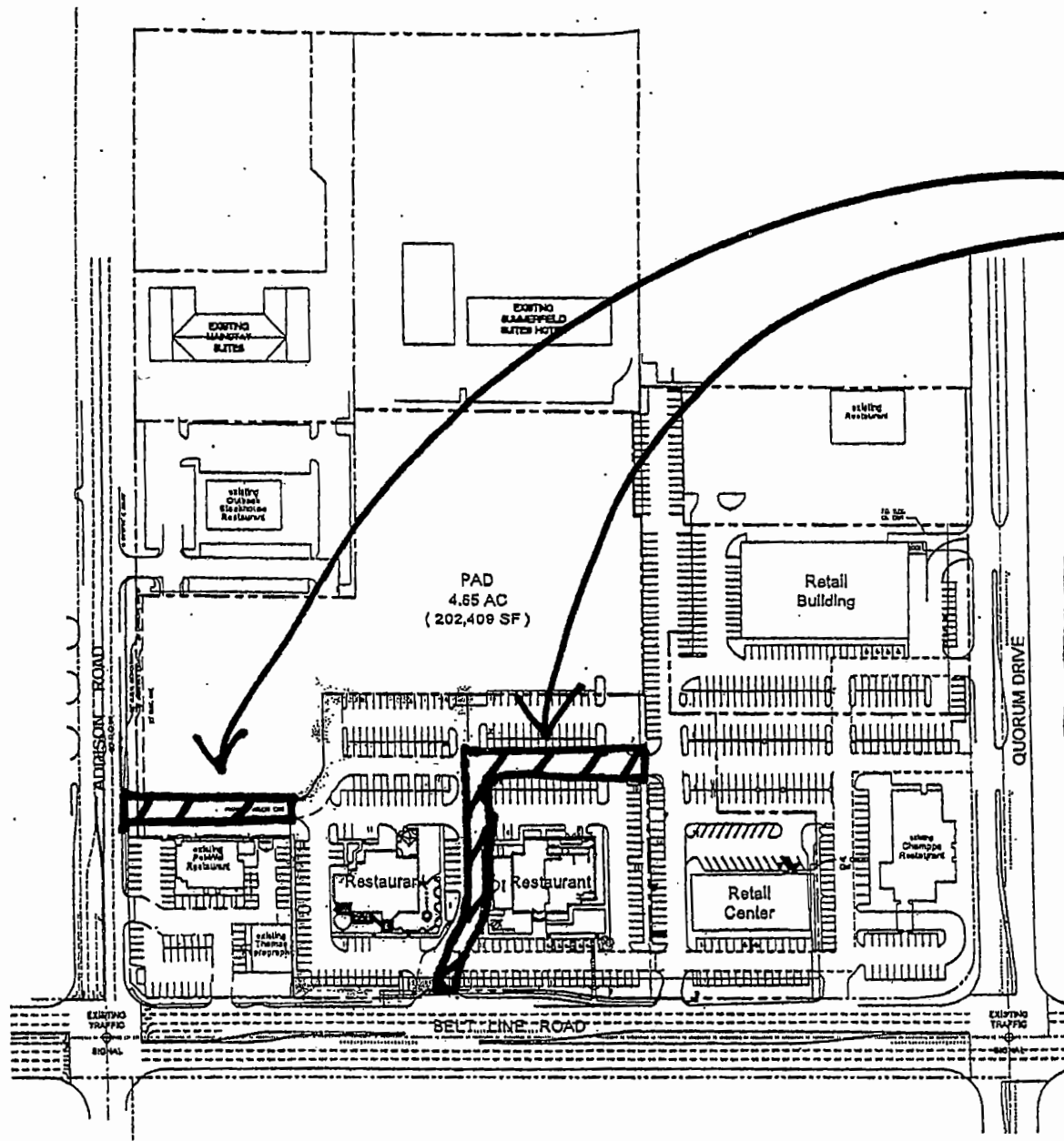
Staging Area

EXHIBIT B-2

Access Road

- Portion to be paved by Tenant per Paragraph 7(A)(1)
- Portion to be maintained by Landlord per Paragraph 20(A)
- Portion subject to access easement in Paragraph 19(F)

ACCESS ROAD
 PORTION TO BE
 MAINTAINED BY
 LANDLORD PER
 PARAGRAPH 20(A)



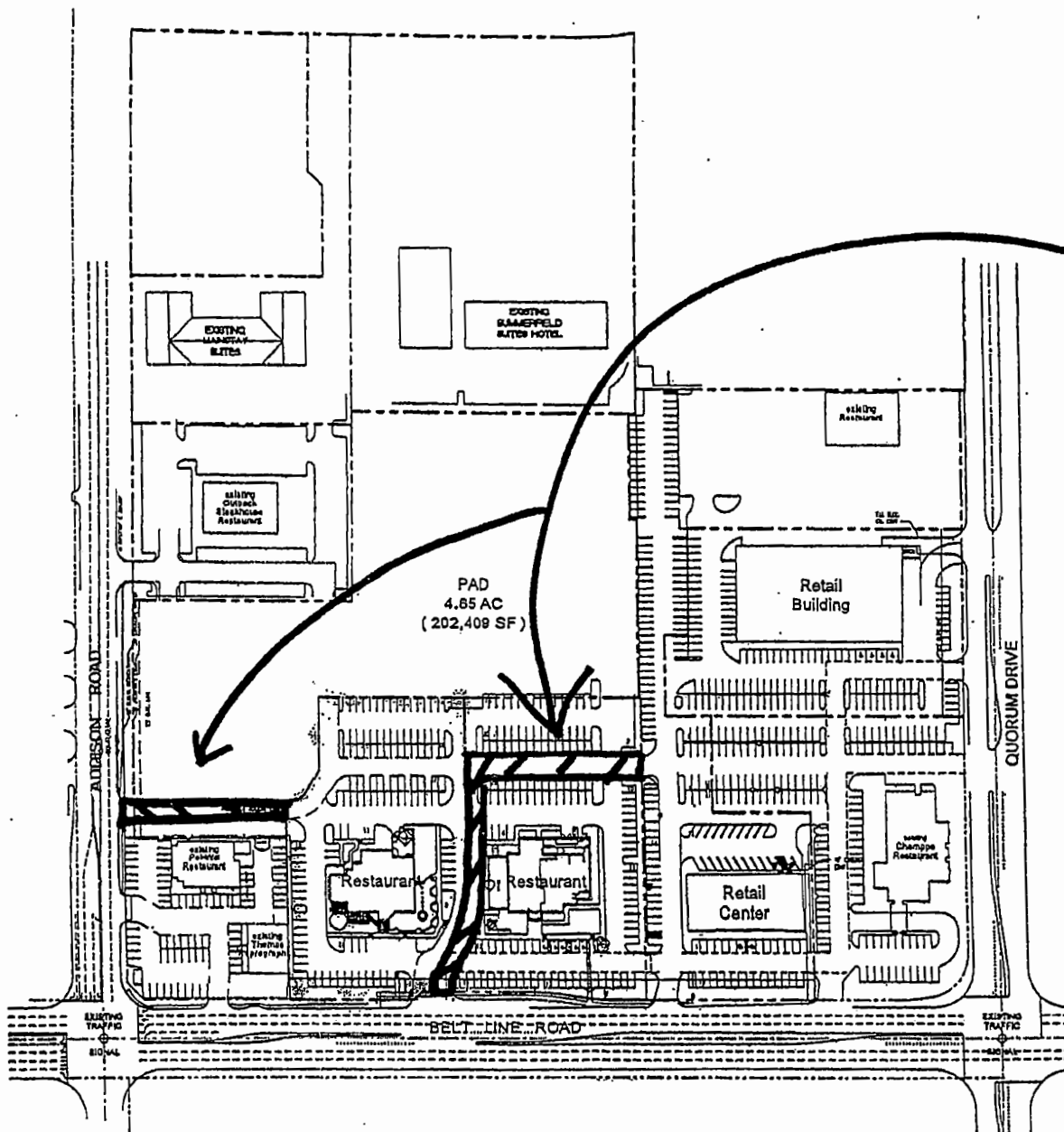
- GENERAL NOTES
1. LANDSCAPED AREAS REQUIRED IS BASED ON MINNEAPOLIS CITY REQUIREMENTS OF 70% LOT COVERAGE, PARK AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
 2. PARKING REQUIRED IS BASED ON - 1 SPACE PER 70 SF GROSS BLDG AREA.
 3. BLDG AREAS ARE BASED ON MINNEAPOLIS CITY REQUIREMENTS OF 110 SF BLDG AREA TO 1000 SF LAND AREA RATIO.



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS

	architecture planning	SCHEME project no. 01013 drawn EC date 4-23-06 SP-24B	
	<small> 3000 S. Highway 170, Suite 100, Addison, TX 75001 Tel: 972.382.1100 Fax: 972.382.1101 www.architectureplanning.com </small>		

ACCESS ROAD
PORTION SUBJECT TO
ACCESS EASEMENT
PER PARAGRAPH 19(F)



GENERAL NOTES:

1. LANDSCAPED AREAS REQUIRED IS BASED ON MINIMUM CITY REQUIREMENTS OF 20% LOT SIDEWALK, PARK AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON 1 SPACE PER 70 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON MINIMUM CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA RATIO.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



architecture planning
 3000 S. W. 10th Ave. Suite 100
 Fort Lauderdale, FL 33311
 Phone: (305) 555-1111
 Fax: (305) 555-1112

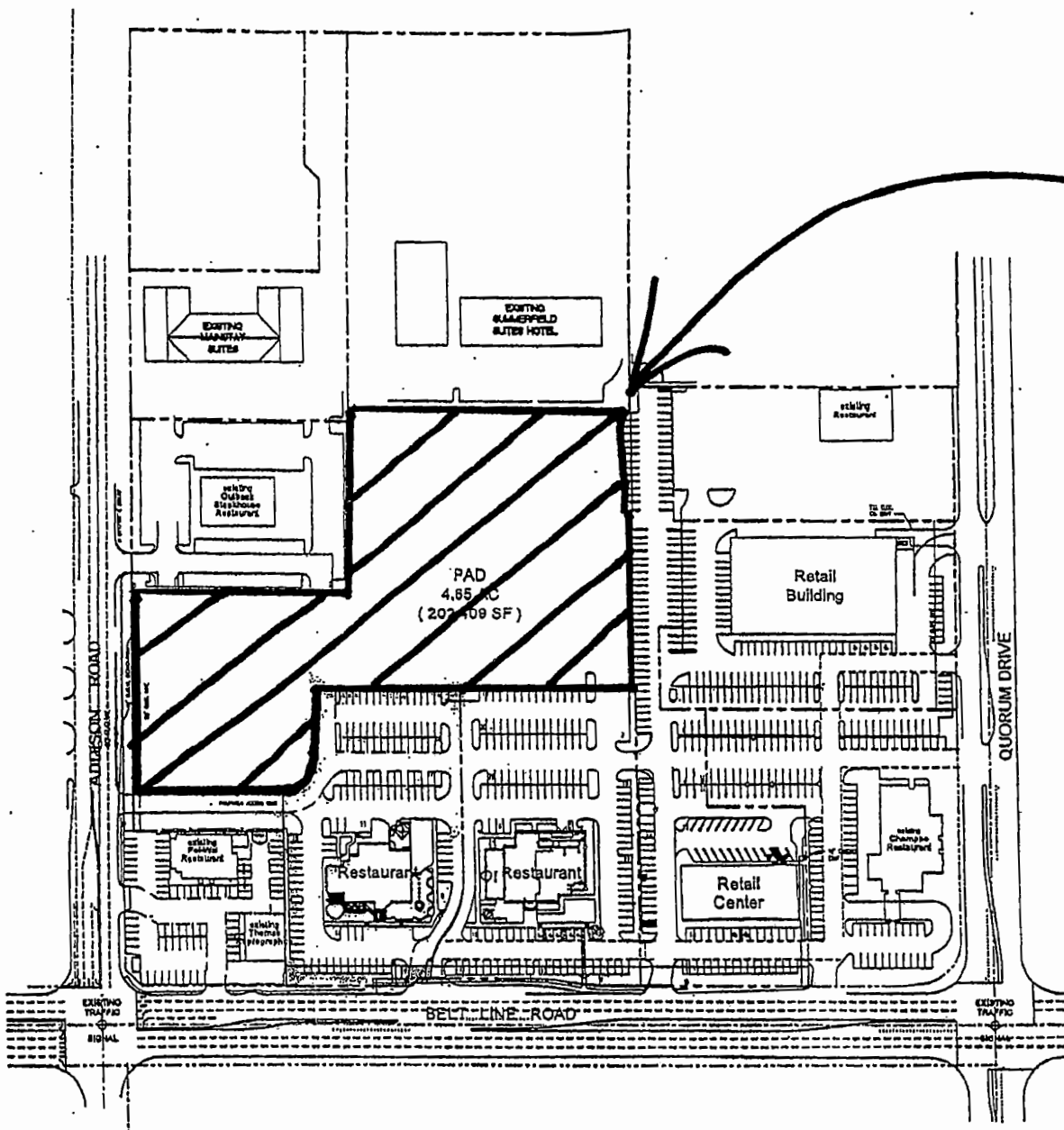
Project No. 01012
 Date 4-27-04
 Drawn by XZ

SCHEME
 SP-24B

EXHIBIT B-3

Exclusive Use Area

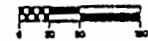
EXCLUSIVE
USE
AREA



GENERAL NOTES:

1. LANDSCAPING AREAS REQUIRED IS BASED ON VARIAN CITY REQUIREMENTS OF 30% LOT COVERAGE. PARKING AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON 1 SPACE PER 70 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON VARIAN CITY REQUIREMENTS OF 1:10 OF BLDG AREA TO 1:100 OF LAND AREA EDGE.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



architecture planning
10000 S. Stemmer - Dallas, Texas 75243
(214) 343-1111 FAX (214) 343-1112

proj. no.	drawn	date
01013	KCD	4-27-83

SCHEME
SP-24B

EXHIBIT B-4

Building Envelope

EXHIBIT B-5

BJ's Parcel

EXHIBIT B-6

Pad D



1. LANDSCAPED AREAS REQUIRED IS BASED ON WINSTON CITY REQUIREMENTS OF 20% LOT COVERAGE. PAVED AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON +1 SPACE FOR 70 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON WINSTON CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA RATIO.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



architecture planning
11002 Empire Station, Penn. PA 19104
phone 215 595-1100 fax 215 595-1101
architecturalplanning@earthlink.net

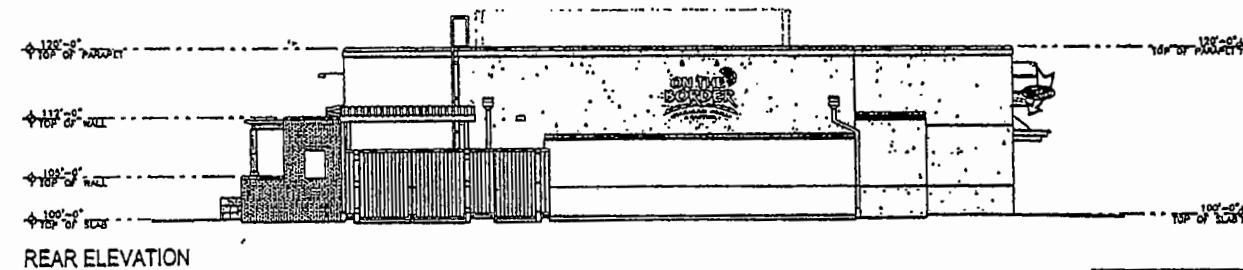
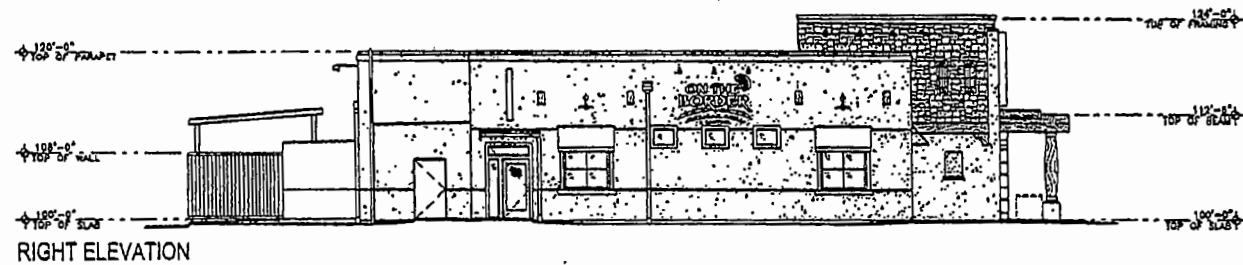
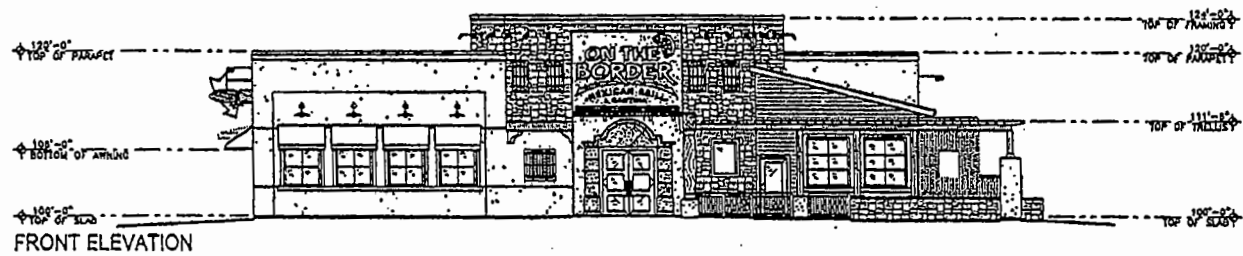
project no.	drawn	date
01012	KO	4-27-0

SCHEME
SP-24B

EXHIBIT C

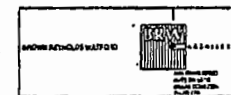
Preliminary Elevations and Prototypical Signage

The elevations attached hereto are shown for illustrative purposes only. Actual plans and specifications may vary in accordance with Tenant's Plans and/or otherwise in accordance with this Lease.



PRESENTATION ELEVATIONS
PROTOTYPE 9M

0 2 5 10 20



EXHIBIT

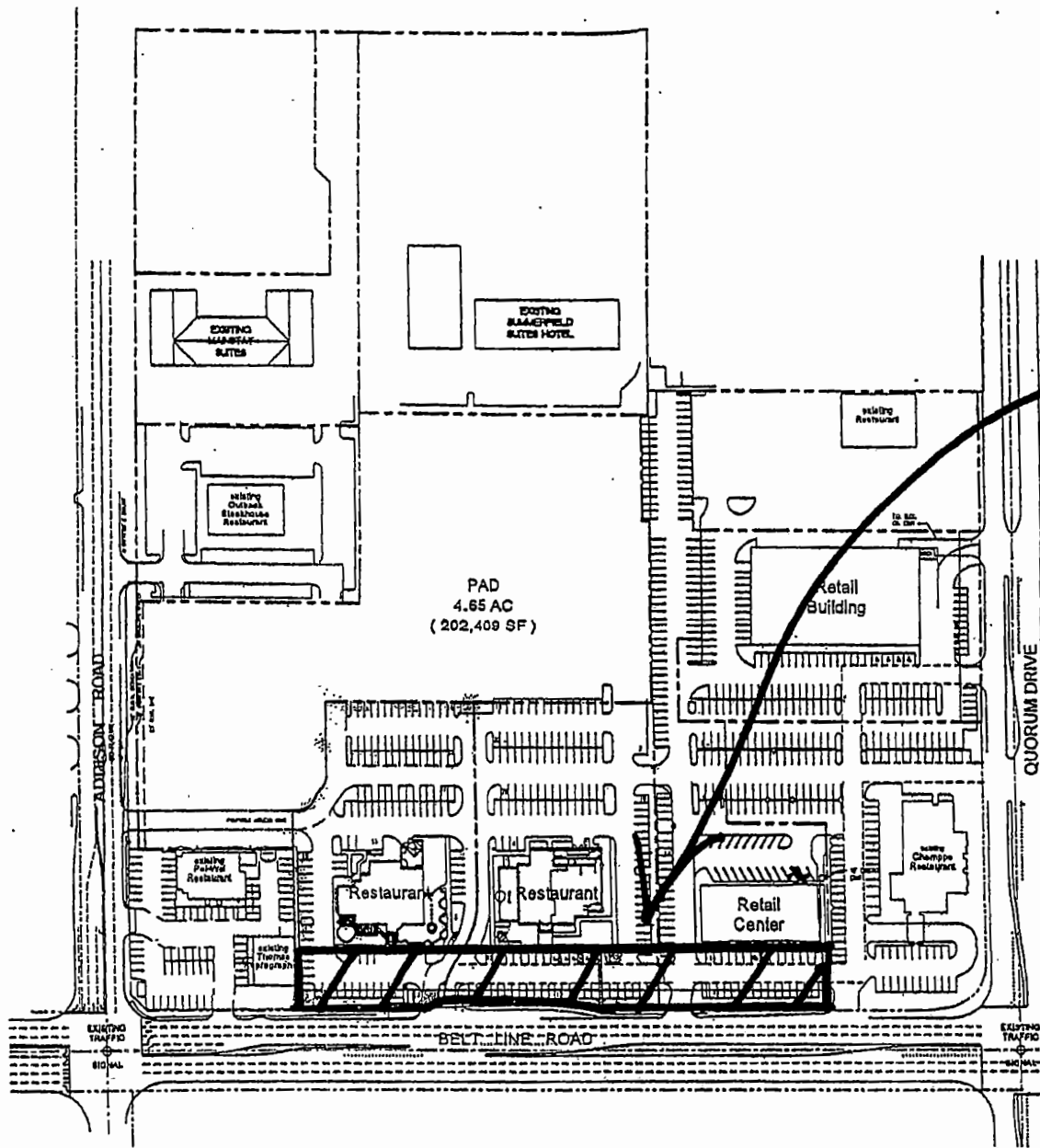
EXHIBIT D

[deleted]

EXHIBIT E

Tenant's Control Area

(Location of Landlord's Pylon Sign as referenced in Paragraph 19(f))



TENANT'S
CONTROL
AREA

CONTRACT NOTES

1. LANDSCAPED AREAS REQUIRED IS BASED ON MINIMUM CITY REQUIREMENTS OF 20% LOT COVERAGE. PAVER AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON 1 SPACE PER 75 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON MINIMUM CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA BLDG.

SITE PLAN



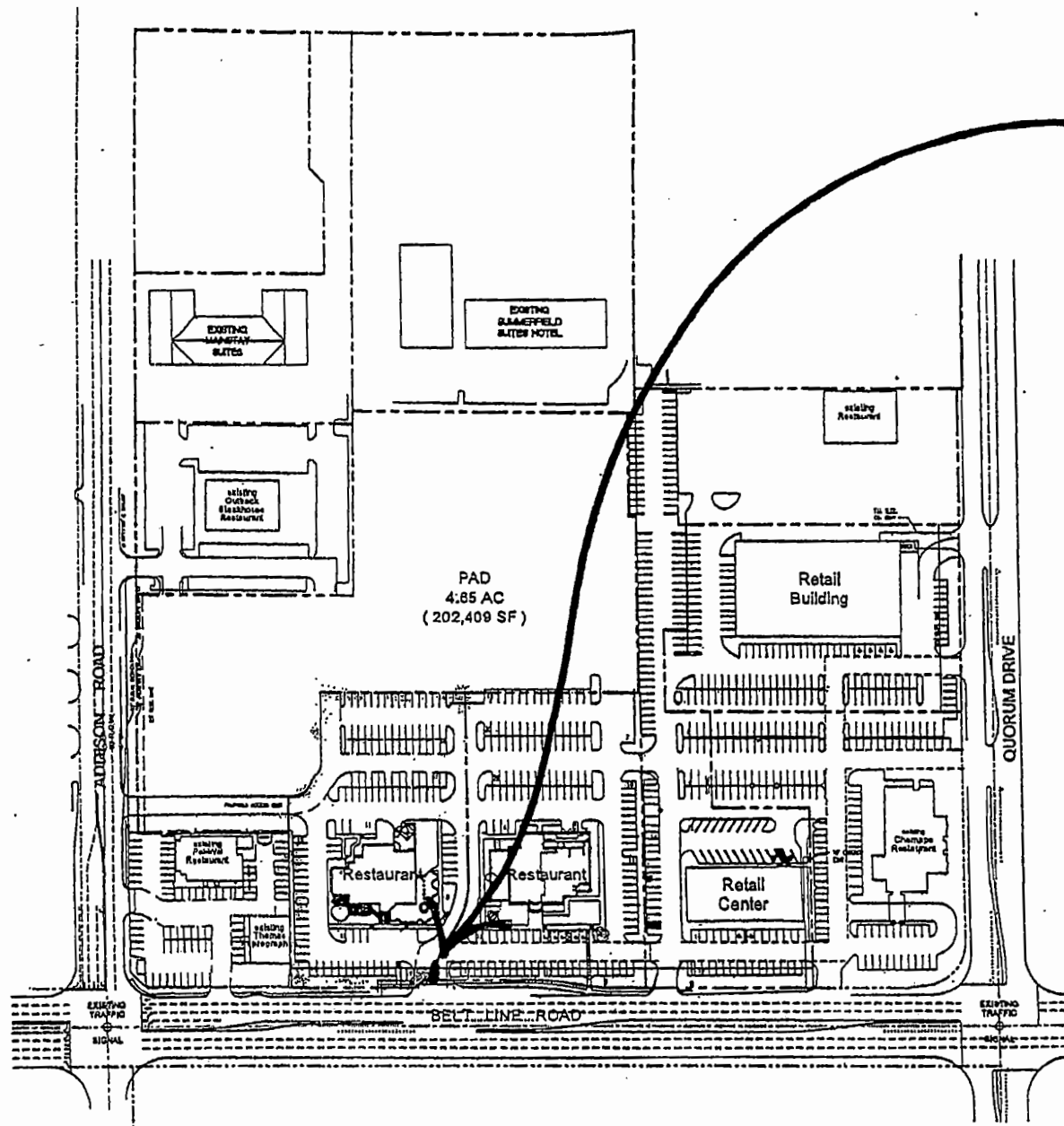
BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



architectural planning
10000 Greenway Drive, Suite 100, Dallas, TX 75241
(214) 343-1234

Project No. 01012
Date 01/12

SCHEME
SP-24B



LOCATION OF
LANDLORD'S
PYLON SIGN

GENERAL NOTES:

1. LANDSCAPED AREA REQUIRED IS BASED ON MINIMUM CITY REQUIREMENTS OF 20% LOT COVERAGE. PAVED AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON 1 SPACE PER 70 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON MINIMUM CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA BUILT.

SITE PLAN

BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS

	architecture planning	project no.	drawn	date	SCHEME SP-24B
	10000 S. 100th Ave. Suite 1000 Overland Park, KS 66210 (913) 666-1000	01012	KD	4-27-04	

EXHIBIT F

AFTER RECORDING, RETURN TO:

Sandra Riddels
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

SUBORDINATION, ATTORNMENT
AND NON-DISTURBANCE AGREEMENT

STATE OF _____ §
 §
COUNTY OF _____ §

THIS AGREEMENT is entered into this _____ day of _____, 2004, by and between Brinker Texas, L.P., a Texas limited partnership, hereinafter called "Tenant", and, _____ hereinafter called "Lender".

RECITALS

WHEREAS, Tenant is the Tenant under that certain Lease Agreement ("Lease") dated _____ between Tenant and Addison Southwest Ltd. ("Borrower"), as landlord, covering certain real property located in the City of Addison, the County of Dallas, State of Texas, more fully described in Exhibit F-1 attached hereto and made a part hereof (the "Premises"). The Premises constitute part of a larger tract of land more particularly described on Exhibit F-2 (the "Overall Tract").

WHEREAS, Lender has made a mortgage loan to Borrower secured by a deed of trust from Borrower to Lender (the "Mortgage"), covering the Premises.

WHEREAS, Tenant agreed to enter into the Lease provided Lender would execute this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Tenant and Lender hereby agree and covenant as follows:

The Lease and the estate conveyed thereby are and shall at all times continue to be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions hereinafter set forth in this Agreement.

So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the

payment of rent or additional rent or in the performance of any of the other terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession under the Lease and Tenant's rights and privileges thereunder or under any extensions or renewals thereof which may be affected in accordance with any option therefor contained in the Lease, shall not be diminished or interfered with by Lender under any circumstances, and Tenant's occupancy shall not be disturbed by Lender during the term of the Lease or any extensions or renewals thereof. Lender will be bound by the terms of the Lease, and will not join Tenant as a party defendant in any foreclosure proceeding taken by Lender.

If the interests of Borrower shall be acquired by Lender by reason of foreclosure of the Mortgage or other proceedings brought to enforce the rights of the holder of the Mortgage, by deed in lieu of foreclosure or by any other method and Lender succeeds to the interests of Borrower under the Lease, the Lease and the rights of Tenant thereunder shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be affected in accordance with any option therefore contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease and Tenant does hereby attorn to Lender, as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto, immediately upon Lender's succeeding to the interest of Borrower under the Lease, provided, however, that Tenant shall be under no obligation to pay rent to Lender until Tenant receives written notice from Lender that it has succeeded to the interests of Borrower under the Lease. The respective rights and obligations of Tenant and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease and any extensions or renewals, shall be and are the same as now set forth in the Lease, it being the intention of the parties hereto for this purpose to incorporate the Lease into this Agreement by reference, with the same force and effect as if set forth at length herein.

If Lender shall succeed to the interests of Borrower under the Lease, Lender shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and Tenant shall have the same remedies against Lender for the breach of any agreement contained in the Lease that Tenant might have had under the Lease against Borrower if Lender had not succeeded to the interests of Borrower; provided further, however, that Lender shall not be:

Liable for any act or omission of any prior landlord (including Borrower); or

Bound by any rent or additional rent which Tenant might have paid for more than one (1) month in advance to any prior landlord (including Borrower); or

Bound by any amendment or modification of the Lease made without Lender's consent; provided, however, that Borrower and Tenant may, without Lender's consent, make non-material amendments to the Lease, but in no event shall such amendments decrease the size or configuration of the Premises, term of the Lease, amount or frequency of rental payments or any other financial obligations of either party thereunder.

This Agreement may not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. Tenant further agrees to send to Lender, at the following address, copies of those notices given to Borrower pursuant to the terms of the aforesaid Lease which relate to Borrower's or Tenant's default, insurance, casualty and condemnation matters at the same time such notice is given to Borrower:

Attention: _____

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and assigns, it being expressly understood that all references herein to Lender shall be deemed to include not only Lender, but also its successors and assigns.

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

TENANT:

BRINKER TEXAS, L.P.,
a Texas limited partnership

By: Brinker Chili's Texas, Inc.,
a Delaware corporation
Its General Partner

Date: _____

By: _____

Name: _____

Title: _____

LENDER:

a _____

Date: _____

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

 This instrument was acknowledged before me on this _____ day of _____,
20__, by _____
of Brinker Texas, L.P., a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF _____ §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this _____ day of _____,
20__ by _____ of
_____ a _____ on behalf of said
_____.

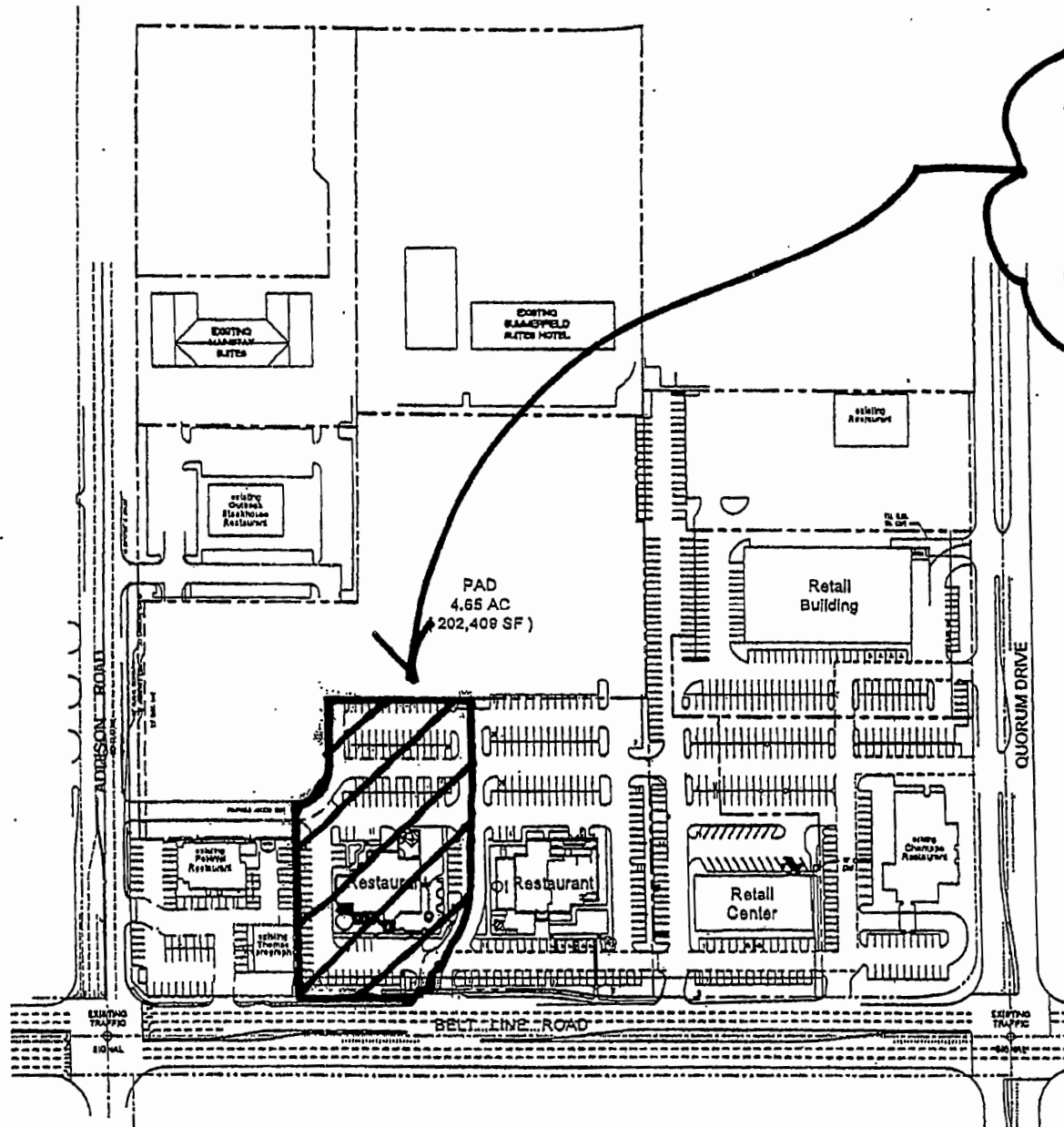
NOTARY PUBLIC, STATE OF _____

My Commission Expires:

EXHIBIT F-1

Premises

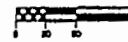
THE
LAND



GENERAL NOTES

1. LANDSCAPE AREA REQUIREMENT IS BASED ON WYOMING CITY REQUIREMENTS OF 10% LOT COVERAGE, PARKING AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON - 1 SPACE PER 100 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON WYOMING CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA BLDG.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



architecture planning

project no.	drawn	date
01013	KO	4-27-01

SCHEME
SP-24B

METES AND BOUNDS

1.7585 Acres

G.W. Fisher Survey, Abstract No. 482

City of Addison, Dallas County, Texas

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being a part of Lot 1, Block A of BELTWAY-QUORUM ADDITION, an addition to the City of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at an "X" cut in concrete found in the northerly right-of-way line of Belt Line Road (100-foot wide public right-of-way) for the southerly common corner of Lots 1 and 2, Block A of the beforementioned BELTWAY-QUORUM ADDITION; Thence with the northerly right-of-way line of Belt Line Road, North 89°57'28" West, a distance of 7.00 feet to an "X" cut in concrete set for the POINT OF BEGINNING;

THENCE continuing with the northerly right-of-way line of Belt Line Road and the southerly line of Lot 1, Block A, the following courses and distances to wit:

--North 89°57'28" West, a distance of 8.15 feet to an "X" cut in concrete set for corner;

--South 45°02'23" West, a distance of 14.14 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°57'28" West, a distance of 155.90 feet to a point for the southwest corner of Lot 1, Block A, from which a 3/4-inch iron rod found bears South 33°57' East, a distance of 0.30 feet, said corner being the southeast corner of a tract of land described in deed to Mark A. Albert, recorded in Volume 97002, Page 3045 of the Deed Records of Dallas County, Texas;

THENCE leaving the northerly right-of-way line of Belt Line Road, the following courses and distances to wit:

--North 00°02'30" East, passing at a distance of 200.00 feet a 5/8-inch iron rod found for the northeast corner of said Albert tract, continuing in all a distance of 247.56 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°45'43" East, a distance of 7.97 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a curve to the left;

--Northeasterly with said curve to the right, through a central angle of 68°25'52", having a radius of 20.00 feet, a chord bearing and distance of North 55°32'47" East, 22.49 feet, an arc distance of 23.89 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the left;

--Northeasterly with said curve to the left, through a central angle of 23°43'01", having a radius of 44.00 feet, a chord bearing and distance of North 33°11'22" East, 18.08 feet, an arc distance of 18.21 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the right;

--Northeasterly with said curve to the right, through a central angle of 45°00'22", having a radius of 20.00 feet, a chord bearing and distance of North 22°32'41" East, 15.31 feet, an arc distance of 15.71 feet to a 5/8-inch iron rod with "KHA" cap set for the end of said curve;

--North 00°02'30" East, a distance of 90.71 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--Due East, a distance of 180.93 feet to an "X" cut in concrete set for corner;

THENCE parallel with and 1-foot west of the common line of said Lots 1 and 2, Block A, the following courses and distances to wit:

--South $00^{\circ}14'17''$ East, a distance of 242.61 feet to an "X" cut in concrete set for the beginning of a tangent curve to the right;

--Southwesterly with said curve to the right, through a central angle of $37^{\circ}45'26''$, having a radius of 114.00 feet, a chord bearing and distance of South $18^{\circ}38'23''$ West, 73.77 feet, an arc distance of 75.12 feet to an "X" cut in concrete set for the beginning of a reverse curve to the left;

--Southwesterly with said curve to the left, through a central angle of $20^{\circ}26'18''$, having a radius of 101.00 feet, a chord bearing and distance of South $27^{\circ}17'55''$ West, 35.84 feet, an arc distance of 36.03 feet to an "X" cut in concrete set for corner;

THENCE South $59^{\circ}10'04''$ West, a distance of 8.66 feet to an "X" cut in concrete set for the beginning of a non-tangent curve to the left;

THENCE southwesterly with said curve to the left, through a central angle of $11^{\circ}42'48''$, having a radius of 107.00 feet, a chord bearing and distance of South $07^{\circ}46'41''$ West, 21.84 feet, an arc distance of 21.87 feet to the POINT OF BEGINNING and containing 1.7585 acres of land, more or less.

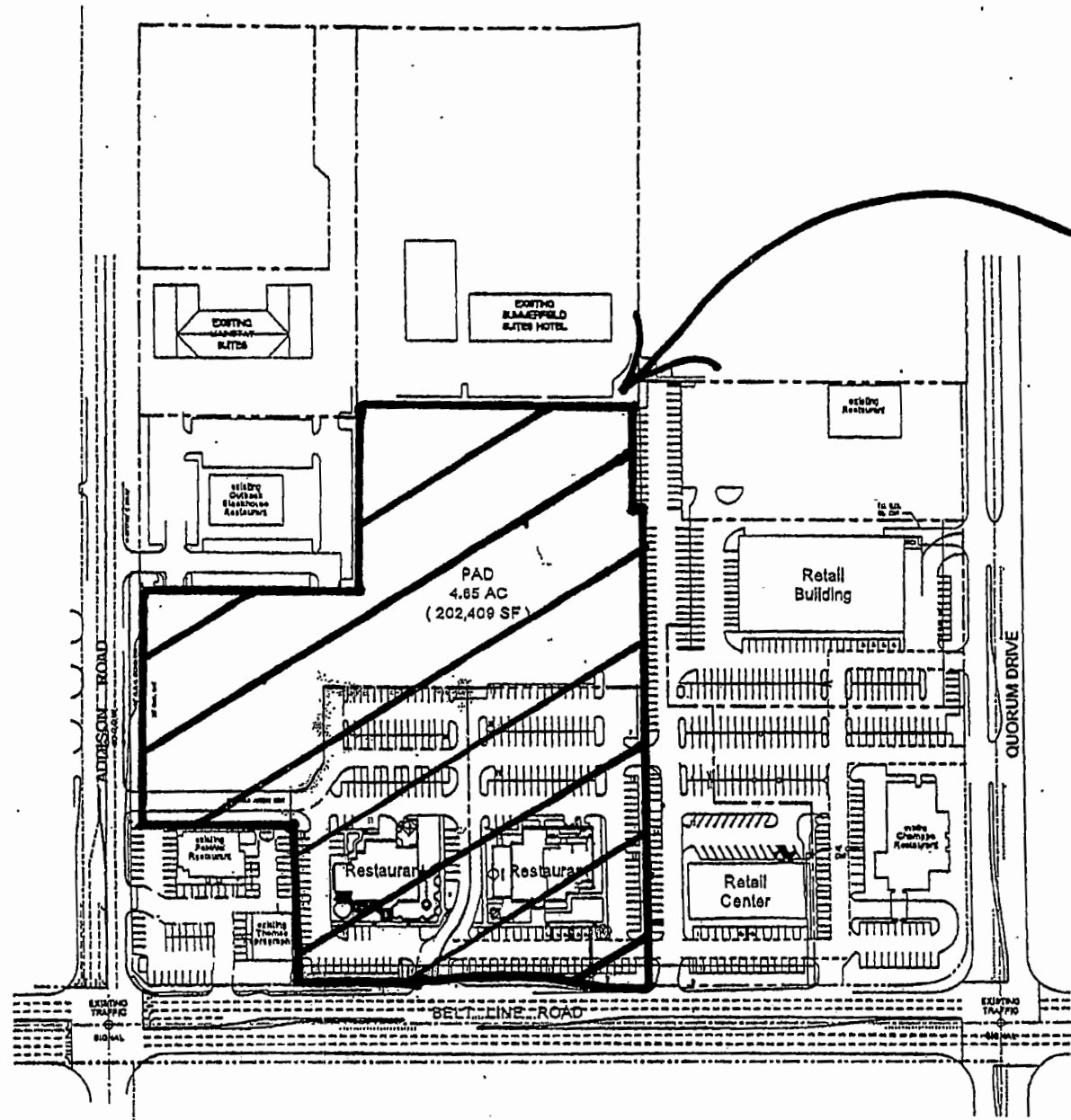
Bearing system based upon the plat BELTWAY-QUORUM ADDITION, recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas.

EXHIBIT F-2

Overall Tract

The parties hereby agree that a mutually acceptable legal description of the Overall Tract shall be attached to this agreement at such time as such legal description becomes available.

THE OVERALL TRACT



- GENERAL NOTES
1. LANDSCAPED AREAS REQUIRED IS BASED ON MOBILE CITY REQUIREMENTS OF 20% LOT COVERAGE, PARKING AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
 2. PARKING REQUIRED IS BASED ON 1 SPACE PER 75 SF GROSS BLDG AREA.
 3. BLDG AREAS ARE BASED ON MOBILE CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA RATIO.

SITE PLAN

0 20 40 60 80 100

N

BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS

EXHIBIT G

AFTER RECORDING, RETURN TO:

Sandra Riddels
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

MEMORANDUM OF LEASE

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS MEMORANDUM OF LEASE is made and entered into by and between Addison Southwest Ltd., a Texas limited partnership ("Landlord"), and Brinker Texas, L.P., a Texas limited partnership ("Tenant") to be effective as of the latest date set forth next to the signature blocks below (the "Effective Date").

RECITALS

Pursuant to that certain Lease Agreement between Landlord and Tenant (the "Lease"), Landlord demised and leased to Tenant that certain tract or parcel of land located in the City of Addison, County of Dallas, State of Texas, the same being more particularly described by metes and bounds on Exhibit G-1 attached hereto and made a part hereof (the "Land"), together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any building or other improvements erected and/or to be erected thereon (collectively, the "Premises").

The Primary Term of Lease is ten (10) years (commencing as provided in the Lease) with three (3) renewal terms of five (5) years each, all subject to the terms of the Lease. The Land constitutes part of a larger tract of land owned by Landlord (the "Overall Tract"). A metes and bounds description of the Overall Tract is attached hereto as Exhibit G-2. Capitalized terms used in this Memorandum of Lease shall have the meanings ascribed to such terms in the Lease unless otherwise expressly defined herein.

Exclusive Use. Landlord shall not allow the operation of another restaurant in the "Exclusive Use Area" shown on Exhibit B-3 offering alcoholic beverages and a menu featuring Mexican cuisine, "Tex-Mex" cuisine, and/or southwestern cuisine as the primary entrees. Without limiting the foregoing, Landlord shall not allow the operation of another restaurant in the Exclusive Use Area under the following trade names: Abuelo's, Baja Fresh, Blue Mesa, Cantina Laredo, Chevy's, Chi Chi's, Chipotle Mexican Grill, Chuy's, Don Pablo's, El Chico, El Fenix, Mi Cocina, Mia's, Pappasito's, Rio Bravo, Rio Grande Café, Tin Star, and Uncle Julio's.

(1) In the event of a violation of this exclusive use provision, then Tenant may (upon sixty (60) days prior written notice to Landlord and in the event Landlord has not cured such violation during such 60-day period), elect to (a) terminate this Lease, or (b) abate all Rent due hereunder from the date such violation commenced until the first to occur of (i) twenty-four (24) months from the date such violation commenced or (ii) the date when such violation is cured; provided that Tenant shall be entitled

to terminate this Lease at any time prior to the expiration of such 24-month period, in addition to Tenant's other rights under this Lease.

(2) Notwithstanding the foregoing and in the event Landlord has commenced to cure a violation of this exclusive use provision during the first 60-day period referenced above but has not actually cured such violation upon the expiration of such 60-day period, then Landlord may extend the cure period for an additional 120 days by written notice to Tenant prior to expiration of the first 60-day period, and, so long as Landlord is diligently pursuing a cure of such violation during such additional 120-day period, then Tenant shall not be entitled to elect any of the foregoing remedies until after the expiration of the additional 120-day period.

Tenant's Control Area. During the Term (and except as otherwise set forth in the Lease), Landlord agrees that (i) no buildings shall be located in the cross-hatched area shown on Exhibit G-3 hereto, and (ii) no signage shall be located in the portion of the cross-hatched area located on the Land as shown on Exhibit G-3, except signage related to Tenant's business on the Land (collectively "Tenant's Control Area").

Access Easement on Overall Tract. During the Term, Landlord grants to Tenant, Tenant's employees, representatives, customers and invitees a permanent, non-exclusive right-of-way access easement for the purpose of pedestrian and vehicular the cross-hatched portion of the access drive shown on Exhibit G-2 and as shown in the Replat of Beltway-Quorum Addition Lots 1A and 3, Block A dated April 12, 2005 and prepared by Kimley-Horn and Associates, Inc.

Existing Easement Agreements. Landlord and Tenant acknowledge that non-exclusive easements for pedestrian and vehicular parking, ingress, and egress over parcels adjacent to the Overall Tract and benefiting the Land are set forth in the agreements and instruments shown in the 3 bulletpoints below (the "Easement Agreements"). Landlord shall not consent to any amendment, modification, or other change to the Easement Agreements which materially and adversely affects parking, ingress, and egress to the Land and Landlord agrees that any amendment, modification, or other change to the Easement Agreements which has not been approved in writing by Tenant and which materially and adversely affects parking, ingress, and egress to the Land shall be deemed a "Landlord Event of Default" as set forth in the Lease.

- Easement Agreement dated January 30, 1991, filed February 20, 1991, recorded in Volume 91036, Page 766 and re-filed October 9, 1991 in Volume 91197, Page 872 of the Real Property Records of Dallas County, Texas.
- Access Easement dated April 9, 1991, filed August 29, 1991, recorded in Volume 91169, Page 1422 of the Real Property Records of Dallas County, Texas.
- Replat of Beltway-Quorum Addition Lots 1A and 3, Block A dated April 12, 2005 and prepared by Kimley-Horn and Associates, Inc.

Parking in the Overall Tract. With respect to the tenants and occupants of the Overall Tract, Tenant shall have exclusive parking rights on the Land and all parking spaces on the Land shall be reserved for Tenant and its employees, representatives, customers and invitees. Landlord agrees that no other tenant or occupant on the Overall Tract shall have any parking rights on the Land and Landlord shall not grant any such parking rights to any such party, except as otherwise set forth in the Lease.

Landlord represents that the tenant or occupant of the "BJ's Parcel" as defined in the Lease (including, without limitation, their employees, representatives, customers, contractors, and invitees) has no parking rights on the Land and is not entitled to park their vehicles on the Land at any time. If such tenant or occupant (including, without limitation, their employees, representatives, customers, contractors, and invitees) does, in fact, have such parking rights on the Land, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on the BJ's Parcel and the parking spaces designated as the "Pad D Parking Spaces" as shown in that certain "Side Letter Agreement" between Landlord and Tenant.

Landlord represents that the tenant or occupant of the "Pad D" defined in the Lease (including, without limitation, their employees, representatives, customers, contractors, and invitees) has no parking rights on the Land and is not entitled to park their vehicles on the Land at any time. If such tenant or occupant (including, without limitation, their employees, representatives, customers, contractors, and invitees) does, in fact, have such parking rights on the Land, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on the Pad D.

In the event Landlord grants the tenant or occupant on BJ's Parcel any type of parking rights to more than sixty (60) parking spaces on Pad D, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on Pad D.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.

Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below (previously defined as the "Effective Date").

LANDLORD:

ADDISON SOUTHWEST LTD.,
a Texas limited partnership

Date: _____

By: _____
Daryl N. Snadon
Its General Partner

TENANT:

BRINKER TEXAS, L.P.,
a Texas limited partnership

By: Brinker Chili's Texas, Inc.,
a Delaware corporation
Its General Partner

Date: _____

By: _____
Name: _____
Title: _____

Landlord's Address: Addison Southwest Ltd.
15280 Addison Road, Suite 300
Addison, Texas 75001

Tenant's Address: Brinker Texas, L.P.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel

Prepared By: Jeffrey Hoban, Esq.
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

 This instrument was acknowledged before me on this _____ day of _____,
20__, by _____ of Brinker Texas,
L.P., a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC, STATE OF TEXAS

STATE OF _____ §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on this _____ day of _____,
20__, by _____ of
_____ a _____ on behalf of said
_____.

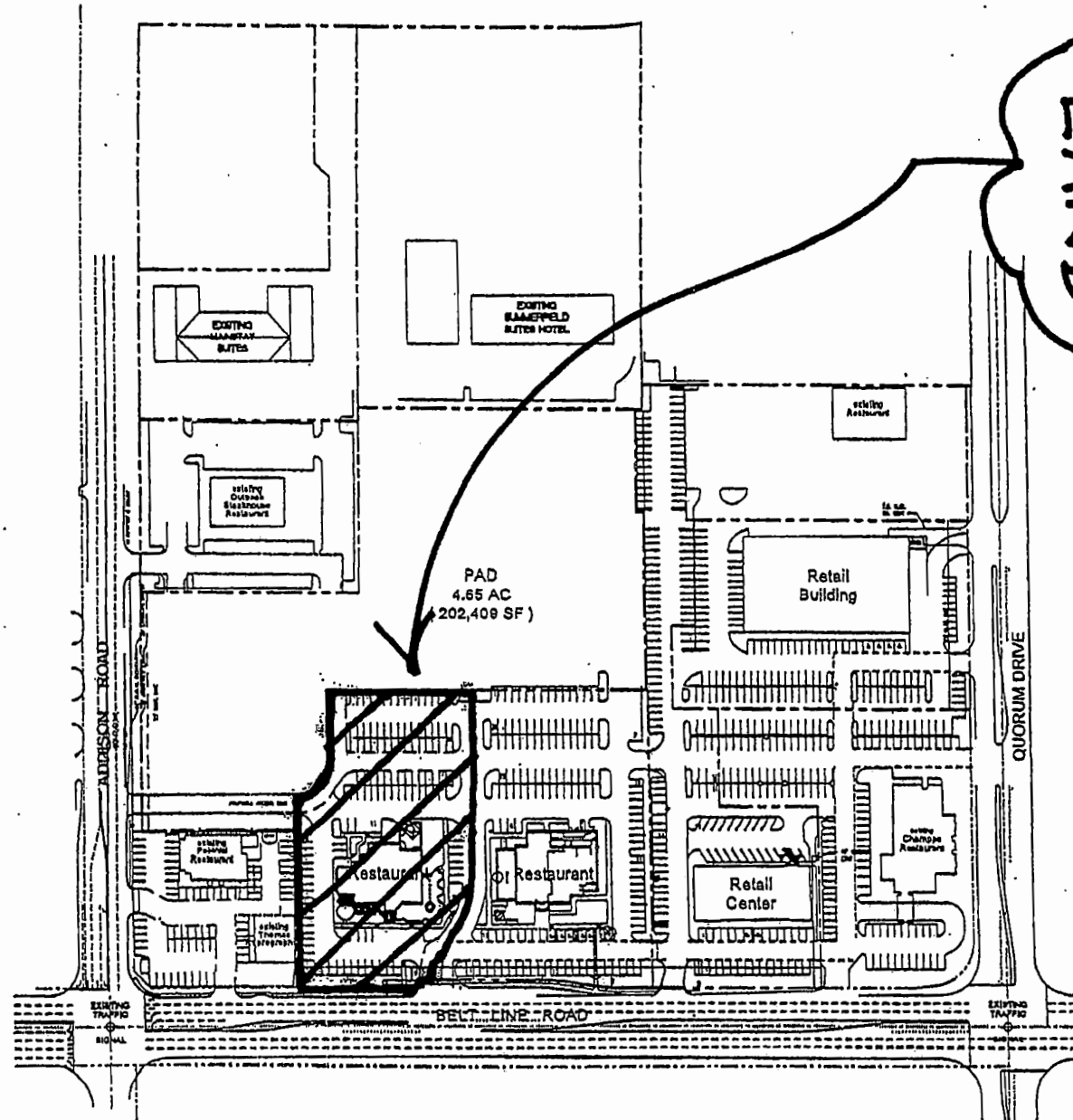
NOTARY PUBLIC, STATE OF _____

My Commission Expires:

EXHIBIT G-1

Premises

THE
LAND



- GENERAL NOTES:
1. LANDSCAPED AREAS REQUIRED IS BASED ON VISION CITY REQUIREMENTS OF ONE LOT CORNER. LANDSCAPED AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
 2. PARKING REQUIRED IS BASED ON 1 SPACE PER 70 SF GROSS BLDG AREA.
 3. BLDG AREAS ARE BASED ON VISION CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA RATIO.



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS

	architecture planning	PROJECT NO.	01613	DATE	4-27-05
	<small> 10000 W. 10th Street, Suite 100 Irving, TX 76039-2000 (972) 250-1000 www.architectureplanning.com </small>	DESIGN	RD		

SCHEME SP-24B

METES AND BOUNDS

1.7585 Acres

G.W. Fisher Survey, Abstract No. 482

City of Addison, Dallas County, Texas

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being a part of Lot 1, Block A of BELTWAY-QUORUM ADDITION, an addition to the City of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at an "X" cut in concrete found in the northerly right-of-way line of Belt Line Road (100-foot wide public right-of-way) for the southerly common corner of Lots 1 and 2, Block A of the beforementioned BELTWAY-QUORUM ADDITION; Thence with the northerly right-of-way line of Belt Line Road, North 89°57'28" West, a distance of 7.00 feet to an "X" cut in concrete set for the POINT OF BEGINNING;

THENCE continuing with the northerly right-of-way line of Belt Line Road and the southerly line of Lot 1, Block A, the following courses and distances to wit:

--North 89°57'28" West, a distance of 8.15 feet to an "X" cut in concrete set for corner;

--South 45°02'23" West, a distance of 14.14 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°57'28" West, a distance of 155.90 feet to a point for the southwest corner of Lot 1, Block A, from which a 3/4-inch iron rod found bears South 33°57' East, a distance of 0.30 feet, said corner being the southeast corner of a tract of land described in deed to Mark A. Albert, recorded in Volume 97002, Page 3045 of the Deed Records of Dallas County, Texas;

THENCE leaving the northerly right-of-way line of Belt Line Road, the following courses and distances to wit:

--North 00°02'30" East, passing at a distance of 200.00 feet a 5/8-inch iron rod found for the northeast corner of said Albert tract, continuing in all a distance of 247.56 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°45'43" East, a distance of 7.97 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a curve to the left;

--Northeasterly with said curve to the right, through a central angle of 68°25'52", having a radius of 20.00 feet, a chord bearing and distance of North 55°32'47" East, 22.49 feet, an arc distance of 23.89 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the left;

--Northeasterly with said curve to the left, through a central angle of 23°43'01", having a radius of 44.00 feet, a chord bearing and distance of North 33°11'22" East, 18.08 feet, an arc distance of 18.21 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the right;

--Northeasterly with said curve to the right, through a central angle of 45°00'22", having a radius of 20.00 feet, a chord bearing and distance of North 22°32'41" East, 15.31 feet, an arc distance of 15.71 feet to a 5/8-inch iron rod with "KHA" cap set for the end of said curve;

--North 00°02'30" East, a distance of 90.71 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--Due East, a distance of 180.93 feet to an "X" cut in concrete set for corner;

THENCE parallel with and 1-foot west of the common line of said Lots 1 and 2, Block A, the following courses and distances to wit:

--South $00^{\circ}14'17''$ East, a distance of 242.61 feet to an "X" cut in concrete set for the beginning of a tangent curve to the right;

--Southwesterly with said curve to the right, through a central angle of $37^{\circ}45'26''$, having a radius of 114.00 feet, a chord bearing and distance of South $18^{\circ}38'23''$ West, 73.77 feet, an arc distance of 75.12 feet to an "X" cut in concrete set for the beginning of a reverse curve to the left;

--Southwesterly with said curve to the left, through a central angle of $20^{\circ}26'18''$, having a radius of 101.00 feet, a chord bearing and distance of South $27^{\circ}17'55''$ West, 35.84 feet, an arc distance of 36.03 feet to an "X" cut in concrete set for corner;

THENCE South $59^{\circ}10'04''$ West, a distance of 8.66 feet to an "X" cut in concrete set for the beginning of a non-tangent curve to the left;

THENCE southwesterly with said curve to the left, through a central angle of $11^{\circ}42'48''$, having a radius of 107.00 feet, a chord bearing and distance of South $07^{\circ}46'41''$ West, 21.84 feet, an arc distance of 21.87 feet to the POINT OF BEGINNING and containing 1.7585 acres of land, more or less.

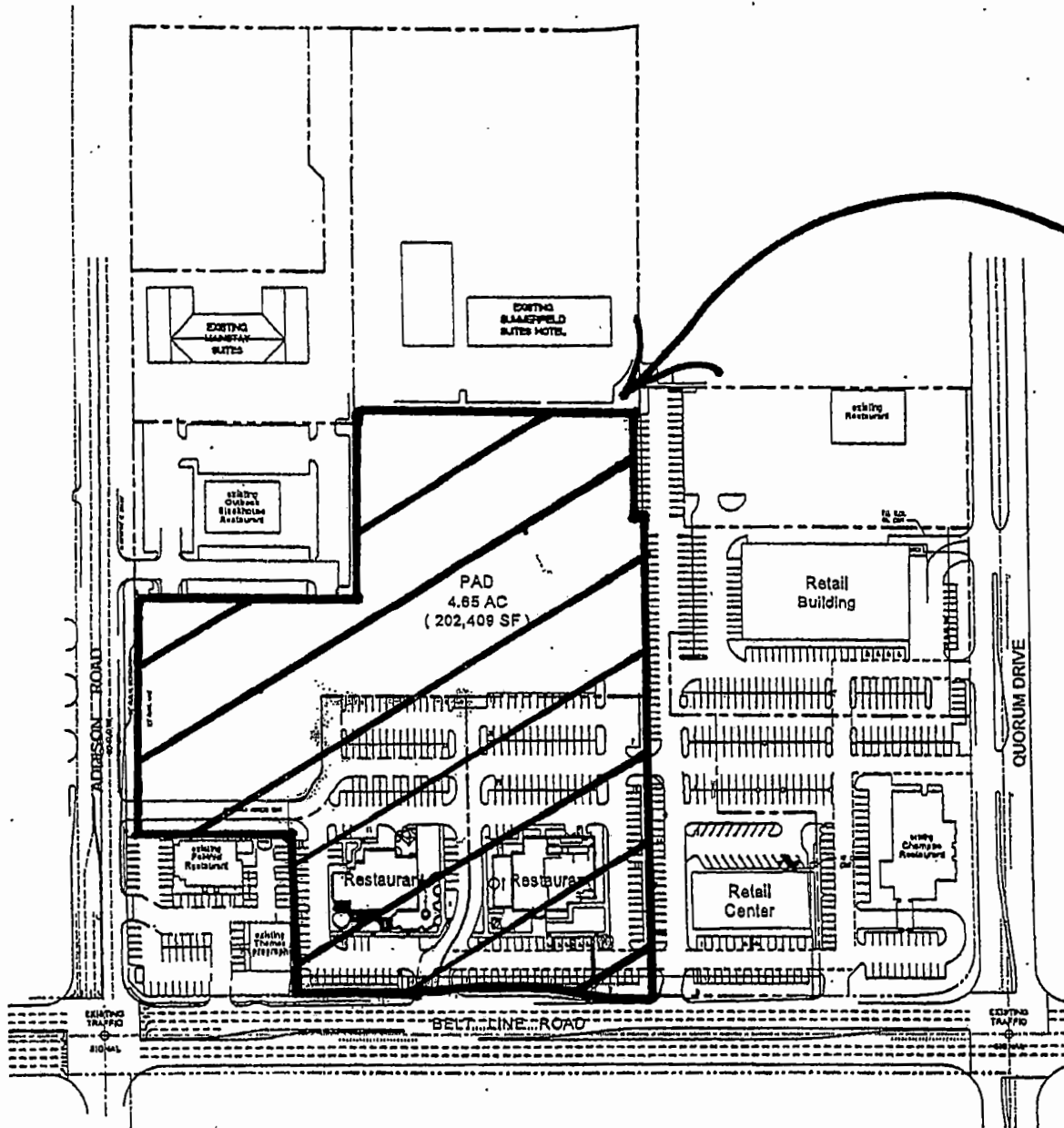
Bearing system based upon the plat BELTWAY-QUORUM ADDITION, recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas.

EXHIBIT G-2

Overall Tract

Landlord and Tenant hereby agree that a mutually acceptable legal description of the Overall Tract shall be attached to this memorandum at such time as such legal description becomes available.

THE
OVERALL
TRACT



- GENERAL NOTES:
1. LANDSCAPE AREAS (RELANDING) IS BASED ON MINIMUM CITY REQUIREMENTS OF 20% LOT COVERAGE, PARKING AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
 2. PARKING REQUIRED IS BASED ON 1 SPACE PER 100 SF GROSS BLDG AREA.
 3. BLDG AREAS ARE BASED ON MINIMUM CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA RATIO.



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS

	architecture planning	project - no.	drawn	date	SCHEME SP-24B
	<small> 20000 1/2" = 1' - 0" 10000 1/4" = 1' - 0" 5000 1/8" = 1' - 0" </small>	01012	KD	4-27-04	

PORTION OF
ACCESS ROAD
SUBJECT TO
ACCESS EASEMENT

- GENERAL NOTES
1. LANDSCAPED AREAS REQUIRING 8' MINIMUM CITY REQUIREMENTS FOR LOT EASEMENT, PARKING AREAS ARE INCLUDED IN TOTAL LANDSCAPED AREA.
 2. PARKING REQUIRED IS BASED ON 1-1 SPACE PER 70 SF CROSS BLUE AREA.
 3. BUILD AREAS ARE BASED ON VARIOUS CITY REQUIREMENTS OF 100 SF BUILD AREA TO 1000 SF LAND AREA RATIO.



architecture planning		SCHEME	
project no.	drawn	date	SP-24B
01012	KO	4-21-04	

BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS

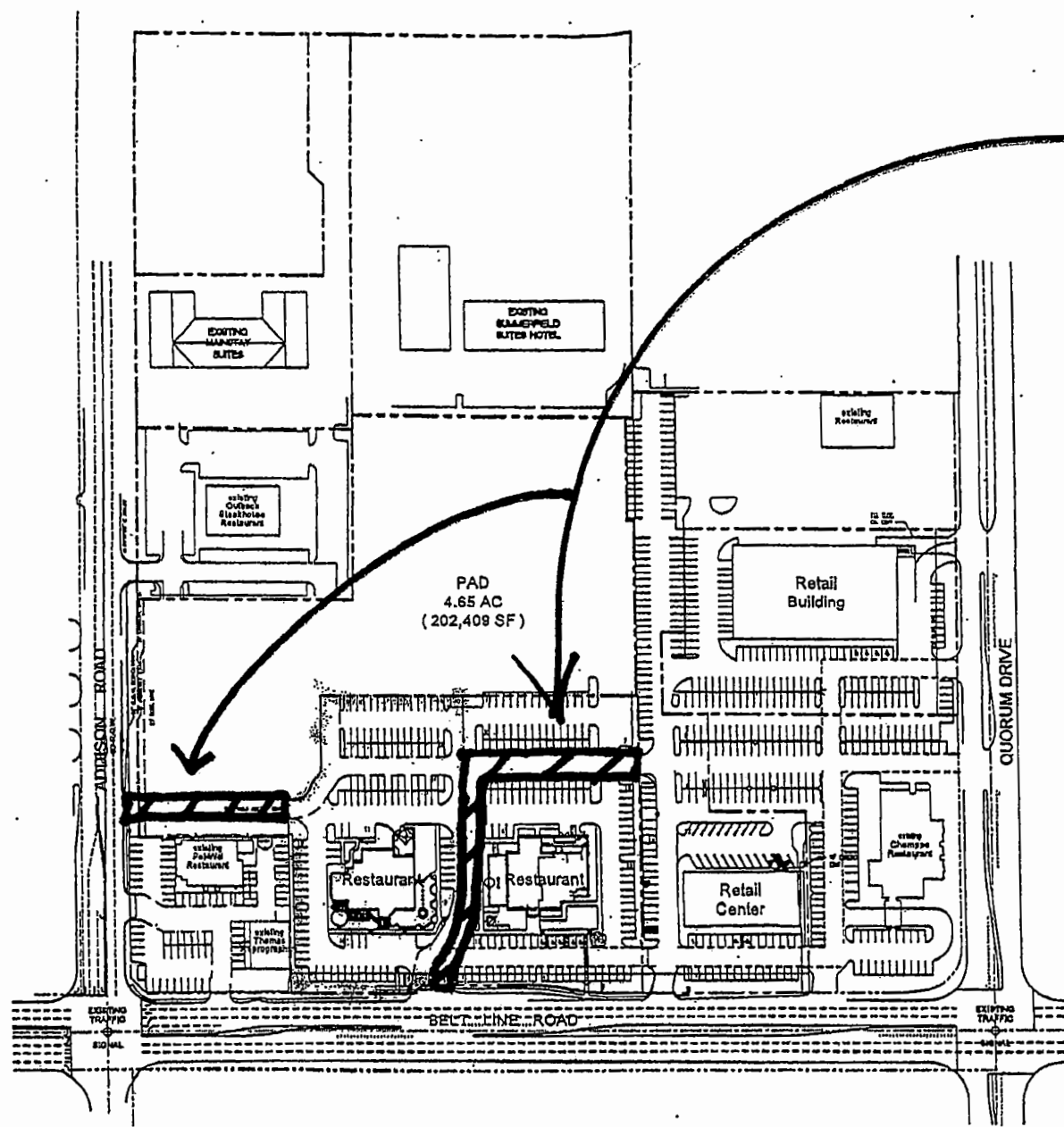
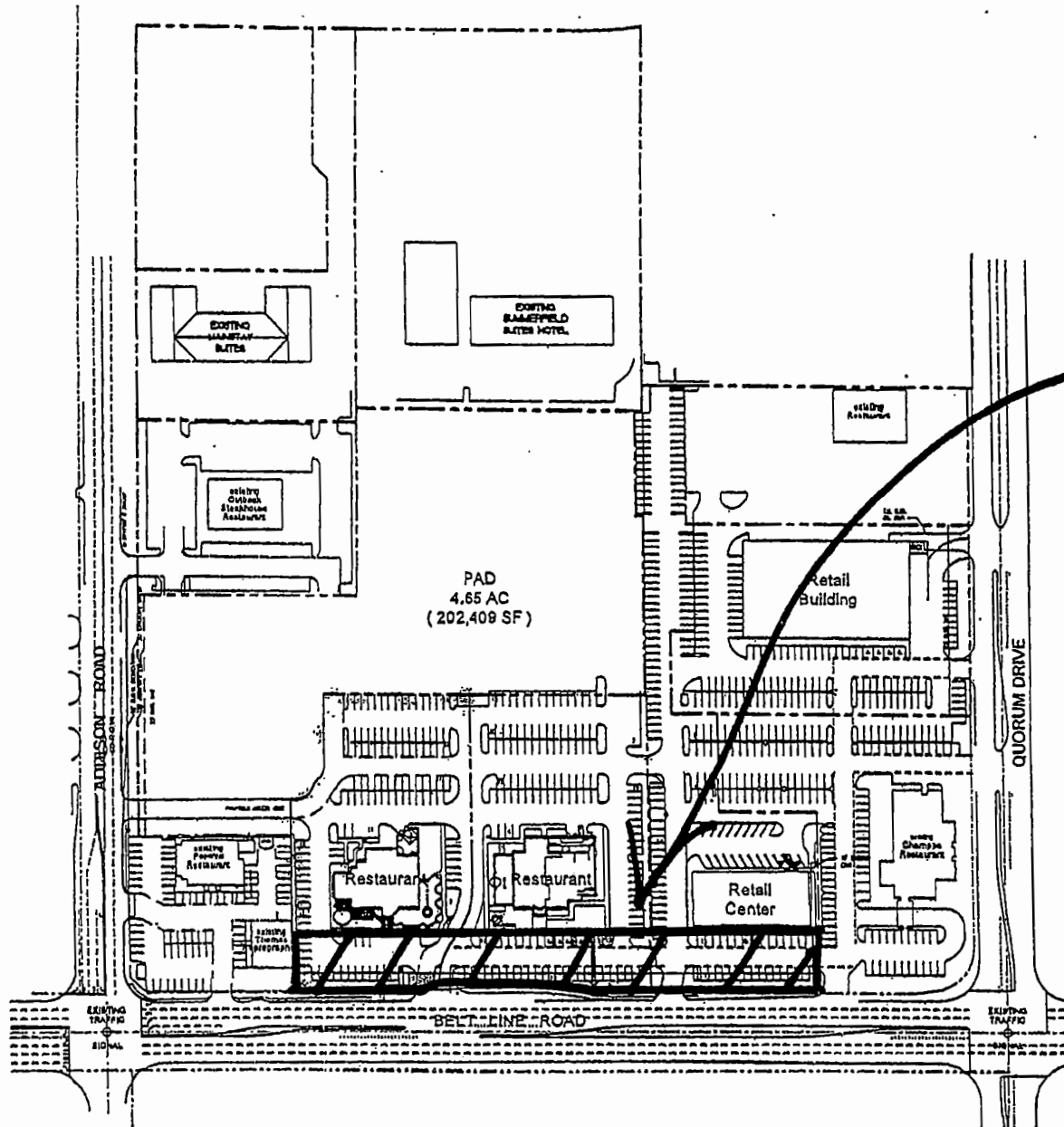


EXHIBIT G-3

Tenant's Control Area

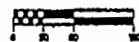


TENANT'S
CONTROL
AREA

CONCISE NOTES

1. LANDSCAPED AREA REQUIREMENTS ARE BASED ON MINIMUM CITY REQUIREMENTS OF 30% LOT COVERAGE. PAVED AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPED AREA.
2. PARKING REQUIRED IS BASED ON 1.5 SPACE PER 70 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON MINIMUM CITY REQUIREMENTS OF 110 SF BLDG AREA TO 1000 SF LAND AREA RATIO.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



architectural planning
10000 North Loop East, Suite 1000
Dallas, TX 75243
Phone: (214) 343-1111
Fax: (214) 343-1112
www.architecturalplanning.com

PROJECT NO. 010112
DATE 12/01/12
DRAWN BY SP-24B
CHECKED BY
APPROVED BY

SCHEME
SP-24B

EXHIBIT H

COMMENCEMENT AND TERMINATION AGREEMENT

This Commencement and Termination Agreement (this "Agreement") is entered into between Addison Southwest, Ltd., a Texas limited partnership ("Landlord"), and Brinker Texas, L.P., a Texas limited partnership ("Tenant") to be effective as of the latest date set forth next to the signature blocks below (the "Effective Date").

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated _____, 20__, for certain real property (the "Premises") located in the City of Addison, County of Dallas, State of Texas (the "Lease"); and

WHEREAS, it is the desire and intent of Landlord and Tenant to clearly define the terms of said Lease,

NOW, THEREFORE, it is agreed by and between Landlord and Tenant that:

1. The Rent Commencement Date of the Lease is _____.
2. The Primary Term of the Lease commenced on _____, and shall terminate at 11:59 p.m. (____) on _____.
3. The Lease provides for three (3) Renewal Terms of five (5) years each.
4. Tenant has the right to exercise each option by providing Landlord with written notice of its election to renew no later than one hundred eighty (180) days prior to the expiration of the Primary Term or prior Renewal Term, as applicable.
5. The Lease is now in full force and effect and all terms and conditions of the Lease are hereby ratified and confirmed.

Landlord and Tenant agree that this document will not be recorded in any public records including the real estate records of the county where the Premises are located.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the dates set forth below to be effective as of the latest date set forth next to the signature blocks below (previously defined herein as the "Effective Date").

LANDLORD:

ADDISON SOUTHWEST LTD.,
a Texas limited partnership

Date: _____

By: _____
Daryl N. Snadon
Its General Partner

TENANT:

BRINKER TEXAS, L.P.,
a Texas limited partnership

By: Brinker Chili's Texas, Inc.,
a Delaware corporation
Its General Partner

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT I

GUARANTY OF LEASE AGREEMENT

THIS GUARANTY OF LEASE AGREEMENT (this "Guaranty") is made and entered into by and between Brinker International, Inc. a Delaware corporation ("Guarantor") and Addison Southwest, Ltd., a Texas limited partnership ("Landlord") to be effective as of the latest date set forth next to the signatures below (the "Effective Date").

RECITALS

WHEREAS, Landlord and Brinker Texas, L.P., a Texas limited partnership ("BTLP"), entered into a lease agreement dated _____, 20__, for certain real property located in a mixed-use retail development in the City of Addison, County of Dallas, State of Texas (the "Lease").

WHEREAS, Guarantor has agreed to guarantee BTLP's obligations under this Lease upon the terms and conditions set forth in this Guaranty.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as follows:

1. Capitalized Terms. Capitalized terms used in this Guaranty shall be deemed to have the meanings ascribed to such terms within the Lease unless expressly stated otherwise herein. Terms and phrases which are not delineated by initial capital letters shall have meanings commonly ascribed thereto.
2. Guarantor hereby guarantees the full payment and performance of all liabilities, obligations, and duties (including, without limitation, the payment of Rent) imposed upon BTLP under the terms of this Lease so long as BTLP is liable for the performance of Tenant's obligations under this Lease. Notwithstanding anything to the contrary herein, this Guaranty shall automatically terminate without further notice when BTLP is no longer no longer liable for the performance of Tenant's obligations under this Lease, or upon expiration of the Term (whichever occurs first); provided that Guarantor shall remain liable for any liabilities, obligations, and duties imposed upon BTLP under this Lease which accrued while BTLP was liable for the performance of Tenant's obligations under this Lease.
3. Guarantor expressly waives notice of acceptance of this Guaranty and any other notices which by law or under this Lease are required to be given by Landlord to Tenant.
4. Without notice to (or, consent by) Guarantor, Landlord and BTLP may modify, extend, or amend this Lease, including subleasing and/or assigning this Lease to third parties. In such event, Guarantor shall continue to be liable for the payment and performance of all liabilities, obligations, and duties of BTLP under this Lease as modified, extended, or amended until such time as BTLP is no longer liable for the performance of Tenant's obligations under this Lease or upon expiration of the Term (whichever occurs first); provided that Guarantor shall remain liable for any liabilities, obligations, and duties imposed upon BTLP under this Lease which accrued while BTLP was liable for the performance of Tenant's obligations under this Lease.

5. In the event of a default or failure by BTLP to pay and/or perform its obligations under this Lease, Guarantor waives any legal duty for Landlord to proceed first against BTLP prior to the commencement of proceedings against Guarantor. Guarantor further agrees that Landlord may, in its sole and absolute discretion, institute legal proceedings solely against either Guarantor or BTLP or jointly against Guarantor and BTLP.

6. Guarantor's liability shall not be affected by an indulgence, compromise, or settlement agreed upon by Landlord and BTLP, and, in such event, Guarantor shall not be released but shall continue to be fully liable for payment and performance of all liabilities, obligations, and duties of BTLP under this Lease until such time as BTLP is no longer liable for the performance of Tenant's obligations under this Lease or upon expiration of the Term (whichever occurs first); provided that Guarantor shall remain liable for any liabilities, obligations, and duties imposed upon BTLP under this Lease which accrued while BTLP was liable for the performance of Tenant's obligations under this Lease.

7. Landlord hereby agrees that Guarantor shall be entitled to assert any defense(s) against any claims by Landlord that BTLP would be entitled to assert against any such claims.

8. All payments by Guarantor will be made to Landlord at the address of Landlord set forth in this Lease.

9. Miscellaneous Provisions.

(A) Captions. The captions used in this Guaranty are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(B) Gender. Words of any gender used in this Guaranty shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(C) Binding Effect. This Guaranty shall be binding upon and shall inure to the benefit of Landlord and Guarantor and their respective heirs, legal representatives, successors and assigns.

(D) Severability. If any term or provision, or any portion thereof, of this Guaranty shall, to any extent, be invalid or unenforceable, then the remainder of this Guaranty shall not be affected thereby and each remaining term and provision of this Guaranty shall be valid and enforced to the fullest extent permitted by law.

(E) Counterparts. This Guaranty may be signed in counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

(F) Attorneys' Fees. In the event of litigation between the parties to enforce this Guaranty, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

(G) Governing Law. This Guaranty shall be construed, interpreted, and enforced pursuant to the applicable laws of the State in which the Premises are located.

(H) Entire Agreement. This Guaranty sets forth the entire agreement between the

parties with respect to the transaction contemplated by this Guaranty, and no amendment or modification of this Guaranty shall be binding or valid unless expressed in a writing executed by all of the parties hereto.

(I) Warranty of Authority. Each individual executing this Guaranty on behalf of Landlord or Guarantor represents and warrants that he or she is duly authorized to execute and deliver this Guaranty on behalf of such party and that this Guaranty is binding upon Landlord or Guarantor (as the case may be).

(J) Rules of Construction. The terms of this Guaranty have been examined, reviewed, negotiated, and revised by counsel for each party, and no implication will be drawn against any party by virtue of the preparation and drafting of this Guaranty.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Guarantor and Landlord have executed this Guaranty as of the dates set next to the signature blocks below to be effective as of the latest date set forth next to the signature blocks below (previously defined herein as the "Effective Date").

GUARANTOR:

BRINKER INTERNATIONAL, INC.
a Delaware corporation

Date: _____

By: _____

Name: _____

Title: _____

LANDLORD:

ADDISON SOUTHWEST LTD.,
a Texas limited partnership

Date: _____

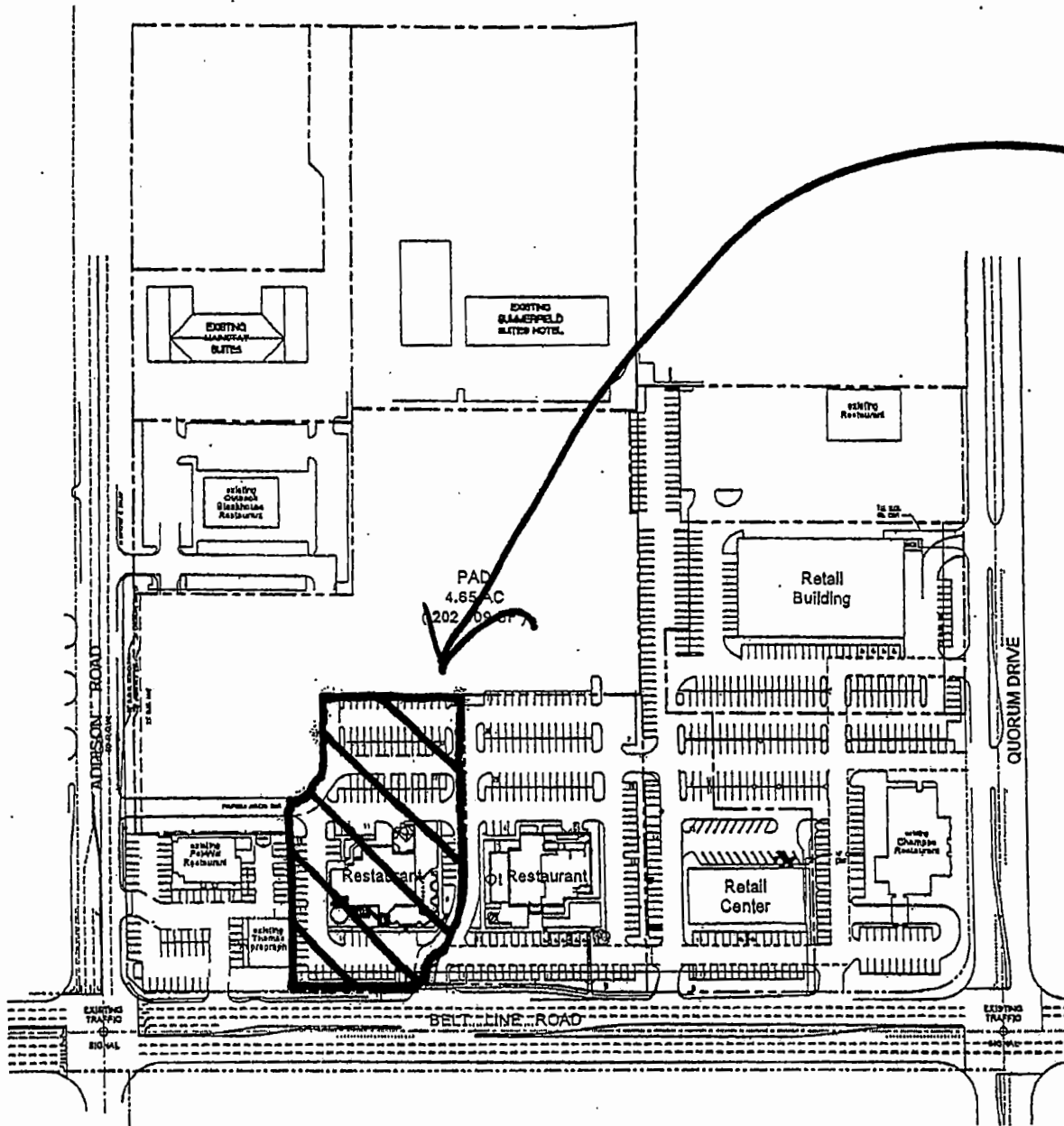
By: _____

Daryl N. Snadon
Its General Partner

EXHIBIT I

Tenant's Maintenance Area

TENANT'S
MAINTENANCE
AREA



GENERAL NOTES

1. LANDSCAPED AREA REQUIRMENT IS BASED ON MICHIGAN CITY REQUIREMENTS OF 20% LOT COVERED. PAVED AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON 1 SPACE PER 70 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON MICHIGAN CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA BLDG.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



architecture planning
10000 Avenue, Suite 1000, Houston, Texas 77054
(713) 861-1111
www.architectureplanning.com

Project No. 01012
Date 4-27-06
Scale 1/8" = 1'-0"

SCHEME
SP-24B

EXHIBIT K

Rules and Regulations

- 1) No odors other than those typical for a restaurant shall emanate from the Premises or the improvements thereon.
- 2) Exterior signage and graphics on Tenant's Improvements are subject to Paragraph 23 of this Lease.
- 3) The service yard on Tenant's Improvements shall be screened and have closed gates at all times except for when trash is being removed. The pavement in such service yard shall be power washed from time to time so that the concrete in the area is reasonably clean. Tenant shall take measures to reduce, as much as reasonably practical, odors in the trash facility, such as keeping lids on dumpsters closed. The concrete in the trash enclosures shall slope to floor drain within the trash enclosure.
- 4) Outside storage of trash is not permitted except for trash in proper receptacles.
- 5) Tenant shall install such light bulbs, poles and fixtures for exterior parking lot lights as are shown in Tenant's Plans and related specifications. Exterior parking lights shall be controlled by photocells and shall properly function from dusk to dawn 365 days a year.
- 6) All mechanical equipment on the roof of Tenant's Improvements shall be installed as shown on Tenant's Plans. All roof top fixtures, equipment, mechanical systems, vents, satellite dishes and roofing materials shall be maintained in a clean manner.
- 7) All landscaping on the Premises shall be subject to Paragraph 21(A) of this Lease. Initial landscaping on the Land shall be installed in accordance with Tenant's Plans.
- 8) Tenant shall not disrupt surrounding businesses; provided that Tenant's conduct of business in accordance with this Lease shall not be deemed a violation of this Rule #8.
- 9) Any music emanating from outside of any buildings on the Premises shall not be audible beyond a distance of 30' from the exterior wall of such building.
- 10) The clear height below the structural system of the roof shall be no less than 16'. The height of any building shall not exceed 24' except for an architectural feature at the main entrance, the height of which shall not exceed 28' above ground level. Tenant agrees that rooftop equipment on Tenant's building will not be visible from ten feet (10') above the finished floor elevation shown on Tenant's Plans.
- 11) Tenant shall maintain the parking lot (including the repair of potholes) in Tenant's Maintenance Area in accordance with Paragraph 21(A) of this Lease.
- 12) Exterior paint on Tenant's Improvements shall be maintained in accordance with Paragraph 21(A) of this Lease.
- 13) Grease traps shall be installed in accordance with Tenant's Plans and maintained pursuant to Tenant's obligations under Paragraph 21(A).

14) No security fencing shall be allowed except as shown on Tenant's Plans (or otherwise expressly approved by Landlord in writing).

15) Tenant shall maintain at all times a service contract with a reputable pest exterminator.

16) deleted.

17) deleted.

2

May 31, 2005

Brinker Texas, L.P.
6820 LBJ Freeway
Dallas, Texas 75240

Re: Lease Agreement dated of even date herewith (the "Lease") by and between Addison Southwest, Ltd. ("Landlord") and Brinker Texas, LP ("Tenant") regarding the leased parcel identified as Restaurant B on the site plan attached as Exhibit A hereto.

Easement Agreement dated January 30, 1991 filed February 20, 1991, recorded in Volume 91036, Page 766 and refiled October 9, 1991 in Volume 91197, Page 872 of the Real Property Records of Dallas County, Texas.

Note: As used in this letter, (i) term "Site Plan" shall mean the site plan attached hereto as Exhibit A and (ii) all references in this letter to various parcels (i.e., the Restaurant G parcel, Retail F parcel, Retail E parcel, etc.) are as shown on the Site Plan.

Ladies and Gentlemen:

This letter agreement shall confirm that the matters listed in (#1) and (#2) below shall not constitute changes to the Easement Agreement which materially and adversely affects parking or ingress and egress with respect to the Restaurant B parcel, as referenced in Paragraph 19(G) of the Lease.

- (#1) In the event Landlord or one of its affiliates ("Purchaser") acquires the Restaurant G parcel subsequent to the date hereof and thereafter Purchaser and the owner(s) of the Retail E parcel and Retail F parcel enter into an agreement providing for reciprocal parking between the Retail E parcel, Retail F parcel, and Restaurant G parcel, then such agreement may provide that sixty (60) parking spaces in front of the building on the Retail E parcel may be reserved for the exclusive use of the occupant(s) of such building (the "Retail E Parking Spaces") and such provision regarding the Retail E Parking Spaces shall not constitute a change to the Easement Agreement which materially and adversely affects parking or ingress and egress with respect to Restaurant B (as referenced in Paragraph 19(G) of the Lease.
- (#2) Regardless of whether Purchaser acquires the Restaurant G parcel and in the event Landlord enters into an agreement with tenant on the Restaurant C parcel where (i) such tenant consents to the Retail E Parking Spaces referenced above and (ii) Landlord grants to tenant on the Restaurant C parcel the non-exclusive right to use not more than sixty (60) parking spaces situated along the northeast boundary line of Pad D in the location

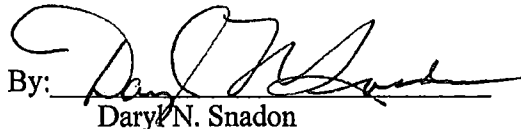
shown on the Site Plan (collectively, the "Pad D Parking Spaces"), then such provision regarding the Retail E Parking Spaces and Pad D Parking Spaces shall not constitute a change to the Easement Agreement which materially and adversely affects parking or ingress and egress with respect to the Restaurant B parcel (as referenced in Paragraph 19(G) of the Lease).

The terms of this letter shall not constitute a waiver of any term, condition or covenant of Paragraph 19(G) of the Lease, except as expressly set forth above. Furthermore, the terms of this letter shall not constitute a waiver of any other term, condition or covenant the Lease.

Further, Tenant agrees to join in the execution of the foregoing agreement(s) if, in the judgment of Landlord's counsel, such joinder is necessary; provided Tenant reserves the right to review the remaining terms of any such agreement(s) and Tenant shall not be obligated to sign such agreement(s) unless and until Tenant determines the remaining terms thereof are reasonably acceptable to Tenant.

Acknowledged and Agreed by Landlord:

ADDISON SOUTHWEST LTD.,
a Texas limited partnership

By: 
Daryn N. Snadon

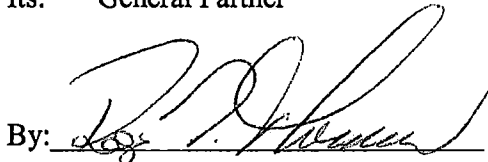
Its: General Partner

Acknowledged and Agreed by Tenant:

BRINKER TEXAS, L.P.,
a Texas limited partnership

By: Brinker Chili's Texas, Inc.
A Delaware corporation

Its: General Partner

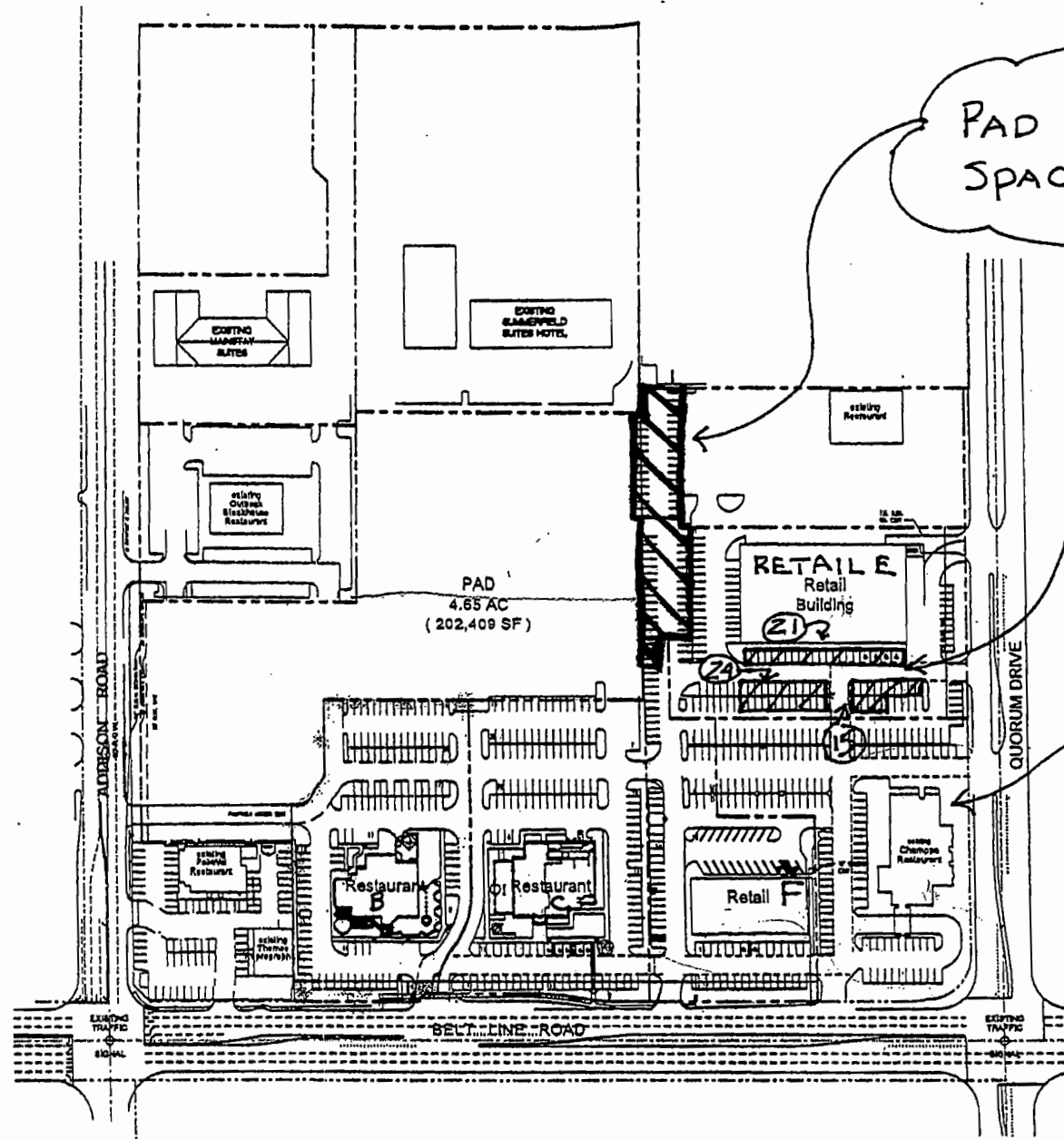
By: 

Name: Roger F. Thomson

Title: President

EXHIBIT A

The Site Plan



PAD D PARKING
SPACES - 60 TOTAL

RETAIL E
PARKING SPACES
60 TOTAL

RESTAURANT G

GENERAL NOTES

1. LANDSCAPED AREA REQUIREMENTS IS BASED ON MINIMUM CITY REQUIREMENTS OF 30% LOT COVERAGE, PAVED AREAS SHOWN ARE INCLUDED IN TOTAL LANDSCAPE AREA.
2. PARKING REQUIRED IS BASED ON 1 SPACE PER 750 SF GROSS BLDG AREA.
3. BLDG AREAS ARE BASED ON MINIMUM CITY REQUIREMENTS OF 100 SF BLDG AREA TO 1000 SF LAND AREA RATIO.

SITE PLAN



BELT LINE ROAD AT ADDISON ROAD ADDISON, TEXAS



01/12 DA 4/15
01/12 KO 4/15

SCHEME
SP-24B

3

35
\$4

5011000056 / 1001-26

3398958

AFTER RECORDING, RETURN TO:
Sandra Riddels
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

5283333
06/21/05

135.00 Deed

MEMORANDUM OF LEASE

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS MEMORANDUM OF LEASE is made and entered into by and between Addison Southwest Ltd., a Texas limited partnership ("Landlord"), and Brinker Texas, L.P., a Texas limited partnership ("Tenant") to be effective as of the latest date set forth next to the signature blocks below (the "Effective Date").

RECITALS

Pursuant to that certain Lease Agreement between Landlord and Tenant (the "Lease"), Landlord demised and leased to Tenant that certain tract or parcel of land located in the City of Addison, County of Dallas, State of Texas, the same being more particularly described by metes and bounds on Exhibit G-1 attached hereto and made a part hereof (the "Land"), together with the non-exclusive use of all rights, privileges, easements, and appurtenances belonging or in any way pertaining thereto, and together with any building or other improvements erected and/or to be erected thereon (collectively, the "Premises").

The Primary Term of Lease is ten (10) years (commencing as provided in the Lease) with three (3) renewal terms of five (5) years each, all subject to the terms of the Lease. The Land constitutes part of a larger tract of land owned by Landlord (the "Overall Tract"). A metes and bounds description of the Overall Tract is attached hereto as Exhibit C-2. Capitalized terms used in this Memorandum of Lease shall have the meanings ascribed to such terms in the Lease unless otherwise expressly defined herein.

Exclusive Use. Landlord shall not allow the operation of another restaurant in the "Exclusive Use Area" shown on Exhibit B-3 offering alcoholic beverages and a menu featuring Mexican cuisine, "Tex-Mex" cuisine, and/or southwestern cuisine as the primary entrees. Without limiting the foregoing, Landlord shall not allow the operation of another restaurant in the Exclusive Use Area under the following trade names: Abuelo's, Baja Fresh, Blue Mesa, Cantina Laredo, Chevy's, Chi Chi's, Chipotle Mexican Grill, Chuy's, Don Pablo's, El Chico, El Fenix, Mi Cocina, Mita's, Pappasito's, Rio Bravo, Rio Grande Café, Tin Star, and Uncle Julio's.

(1) In the event of a violation of this exclusive use provision, then Tenant may (upon sixty (60) days prior written notice to Landlord and in the event Landlord has not cured such violation during such 60-day period), elect to (a) terminate this Lease, or (b) abate all Rent due hereunder from the date such violation commenced until the first to occur of (i) twenty-four (24) months from the date such violation commenced or (ii) the date when such violation is cured; provided that Tenant shall be entitled

to terminate this Lease at any time prior to the expiration of such 24-month period, in addition to Tenant's other rights under this Lease.

(2) Notwithstanding the foregoing and in the event Landlord has commenced to cure a violation of this exclusive use provision during the first 60-day period referenced above but has not actually cured such violation upon the expiration of such 60-day period, then Landlord may extend the cure period for an additional 120 days by written notice to Tenant prior to expiration of the first 60-day period, and, so long as Landlord is diligently pursuing a cure of such violation during such additional 120-day period, then Tenant shall not be entitled to elect any of the foregoing remedies until after the expiration of the additional 120-day period.

Tenant's Control Area. During the Term (and except as otherwise set forth in the Lease), Landlord agrees that (i) no buildings shall be located in the cross-hatched area shown on Exhibit G-3 hereto, and (ii) no signage shall be located in the portion of the cross-hatched area located on the Land as shown on Exhibit G-3, except signage related to Tenant's business on the Land (collectively "Tenant's Control Area").

Access Easement on Overall Tract. During the Term, Landlord grants to Tenant, Tenant's employees, representatives, customers and invitees a permanent, non-exclusive right-of-way access easement for the purpose of pedestrian and vehicular the cross-hatched portion of the access drive shown on Exhibit G-2 and as shown in the Replat of Beltway-Quorum Addition Lots 1A and 3, Block A dated April 12, 2005 and prepared by Kimley-Horn and Associates, Inc.

Existing Easement Agreements. Landlord and Tenant acknowledge that non-exclusive easements for pedestrian and vehicular parking, ingress, and egress over parcels adjacent to the Overall Tract and benefiting the Land are set forth in the agreements and instruments shown in the 3 bulletpoints below (the "Easement Agreements"). Landlord shall not consent to any amendment, modification, or other change to the Easement Agreements which materially and adversely affects parking, ingress, and egress to the Land and Landlord agrees that any amendment, modification, or other change to the Easement Agreements which has not been approved in writing by Tenant and which materially and adversely affects parking, ingress, and egress to the Land shall be deemed a "Landlord Event of Default" as set forth in the Lease.

- Easement Agreement dated January 30, 1991, filed February 20, 1991, recorded in Volume 91036, Page 766 and re-filed October 9, 1991 in Volume 91197, Page 872 of the Real Property Records of Dallas County, Texas.
- Access Easement dated April 9, 1991, filed August 29, 1991, recorded in Volume 91169, Page 1422 of the Real Property Records of Dallas County, Texas.
- Replat of Beltway-Quorum Addition Lots 1A and 3, Block A dated April 12, 2005 and prepared by Kimley-Horn and Associates, Inc.

Parking in the Overall Tract. With respect to the tenants and occupants of the Overall Tract, Tenant shall have exclusive parking rights on the Land and all parking spaces on the Land shall be reserved for Tenant and its employees, representatives, customers and invitees. Landlord agrees that no other tenant or occupant on the Overall Tract shall have any parking rights on the Land and Landlord shall not grant any such parking rights to any such party, except as otherwise set forth in the Lease.

Landlord represents that the tenant or occupant of the "BJ's Parcel" as defined in the Lease (including, without limitation, their employees, representatives, customers, contractors, and invitees) has no parking rights on the Land and is not entitled to park their vehicles on the Land at any time. If such tenant or occupant (including, without limitation, their employees, representatives, customers, contractors, and invitees) does, in fact, have such parking rights on the Land, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on the BJ's Parcel and the parking spaces designated as the "Pad D Parking Spaces" as shown in that certain "Side Letter Agreement" between Landlord and Tenant.

Landlord represents that the tenant or occupant of the "Pad D" defined in the Lease (including, without limitation, their employees, representatives, customers, contractors, and invitees) has no parking rights on the Land and is not entitled to park their vehicles on the Land at any time. If such tenant or occupant (including, without limitation, their employees, representatives, customers, contractors, and invitees) does, in fact, have such parking rights on the Land, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on the Pad D.

In the event Landlord grants the tenant or occupant on BJ's Parcel any type of parking rights to more than sixty (60) parking spaces on Pad D, then Landlord shall be deemed to have immediately granted to Tenant (including, without limitation, its employees, representatives, customers, contractors, and invitees) the non-exclusive right to park their vehicles on Pad D.

This Memorandum of Lease is not intended to alter or supersede the Lease, and in the event of any conflict between this Memorandum of Lease and the Lease, the provisions of the Lease shall control.


Remainder of page intentionally left blank

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Memorandum of Lease to be effective as of the latest of the dates set forth below (previously defined as the "Effective Date").

LANDLORD:

ADDISON SOUTHWEST LTD.,
a Texas limited partnership

Date: 6/2/05

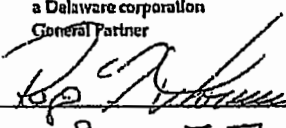
By: 
Daryl N. Bradon
Its General Partner

TENANT:

BRINKER TEXAS, L.P.,
a Texas limited partnership

By: Brinker Chili's Texas, Inc.,
a Delaware corporation
Its General Partner

Date: May 31, 2005

By: 
Name: Roger F. Thomson
Title: President

Landlord's Address: Addison Southwest Ltd.
15280 Addison Road, Suite 300
Addison, Texas 75001

Tenant's Address: Brinker Texas, L.P.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel

Prepared By: Jeffrey Hoban, Esq.
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 31st day of May 2005 by Roger E. Thomson, President of Brinker Texas, L.P., a Texas limited partnership, on behalf of said limited partnership.



Cindy L. Dornan
NOTARY PUBLIC, STATE OF TEXAS

STATE OF Texas §
COUNTY OF Dallas §

This instrument was acknowledged before me on this 2nd day of June 2006 by Darryl N. Shadon, General Partner of Addison Southwest, Ltd., Texas Limited Partnership on behalf of said limited partnership.



Traci Lee Hughes
NOTARY PUBLIC, STATE OF Texas

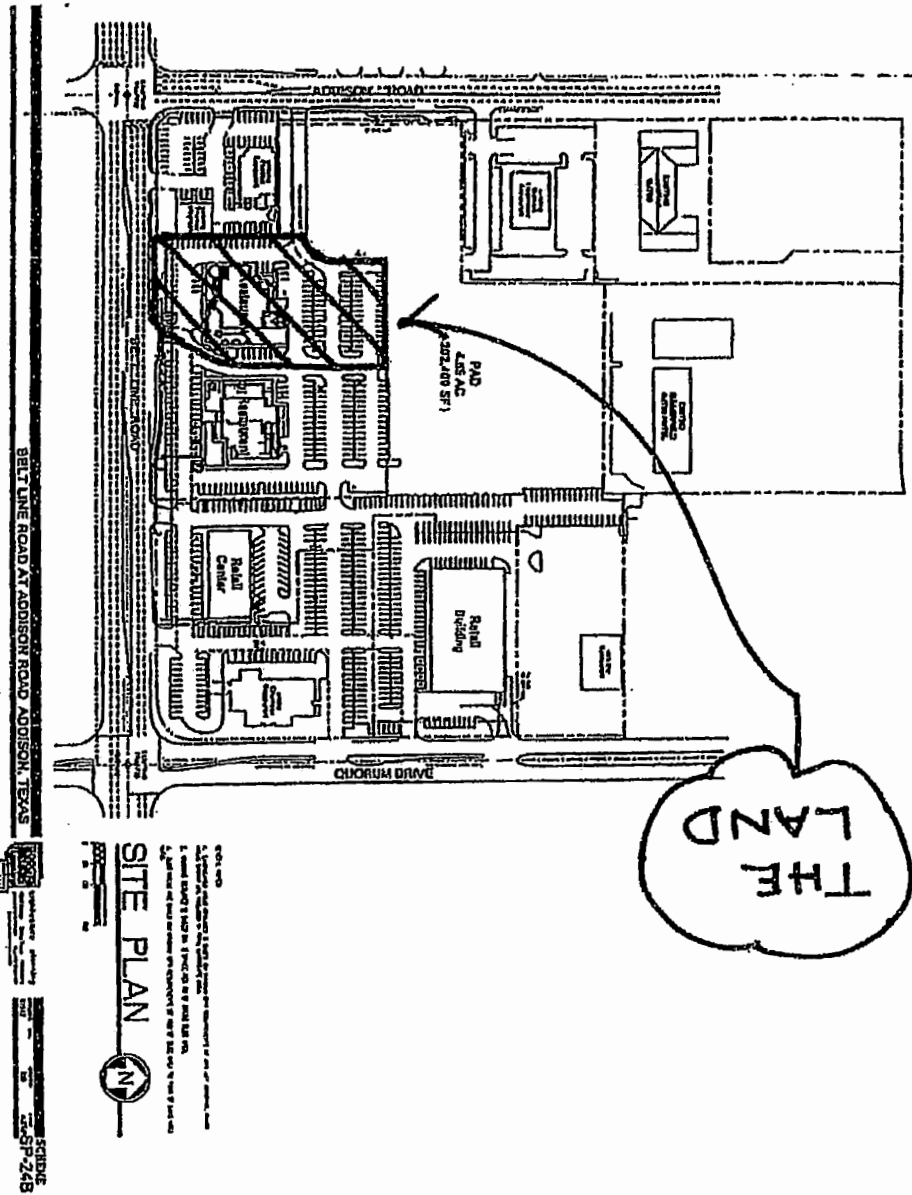
My Commission Expires:

#8 4/6/2008

EXHIBIT C-1

Premises

2005120 06138



METES AND BOUNDS

1.7585 Acres

G.W. Fisher Survey, Abstract No. 482
City of Addison, Dallas County, Texas

BEING a tract of land situated in the G.W. Fisher Survey, Abstract No. 482, in the City of Addison, Dallas County, Texas, and being a part of Lot 1, Block A of BELTWAY-QUORUM ADDITION, an addition to the City of Addison, Dallas County, Texas, according to the plat thereof recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Commencing at an "X" cut in concrete found in the northerly right-of-way line of Bell Line Road (100-foot wide public right-of-way) for the southerly common corner of Lots 1 and 2, Block A of the beforementioned BELTWAY-QUORUM ADDITION; Thence with the northerly right-of-way line of Bell Line Road, North 89°57'28" West, a distance of 7.00 feet to an "X" cut in concrete set for the POINT OF BEGINNING;

THENCE continuing with the northerly right-of-way line of Bell Line Road and the southerly line of Lot 1, Block A, the following courses and distances to wit:

--North 89°57'28" West, a distance of 8.15 feet to an "X" cut in concrete set for corner;

--South 45°02'23" West, a distance of 14.14 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°57'28" West, a distance of 155.90 feet to a point for the southwest corner of Lot 1, Block A, from which a 3/4-inch iron rod found bears South 33°57' East, a distance of 0.30 feet, said corner being the southeast corner of a tract of land described in deed to Mark A. Albert, recorded in Volume 97002, Page 3045 of the Deed Records of Dallas County, Texas;

THENCE leaving the northerly right-of-way line of Bell Line Road, the following courses and distances to wit:

--North 00°02'30" East, passing at a distance of 200.00 feet a 5/8-inch iron rod found for the northeast corner of said Albert tract, continuing in all a distance of 247.58 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--North 89°45'43" East, a distance of 7.97 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a curve to the left;

--Northeasterly with said curve to the right, through a central angle of 68°25'52", having a radius of 20.00 feet, a chord bearing and distance of North 55°32'47" East, 22.49 feet, an arc distance of 23.89 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the left;

--Northeasterly with said curve to the left, through a central angle of 23°43'01", having a radius of 44.00 feet, a chord bearing and distance of North 33°11'22" East, 18.08 feet, an arc distance of 18.21 feet to a 5/8-inch iron rod with "KHA" cap set for the beginning of a reverse curve to the right;

--Northeasterly with said curve to the right, through a central angle of 45°00'22", having a radius of 20.00 feet, a chord bearing and distance of North 22°32'41" East, 15.31 feet, an arc distance of 15.71 feet to a 5/8-inch iron rod with "KHA" cap set for the end of said curve;

--North 00°02'30" East, a distance of 98.71 feet to a 5/8-inch iron rod with "KHA" cap set for corner;

--Due East, a distance of 180.93 feet to an "X" cut in concrete set for corner;

THENCE parallel with and 1-foot west of the common line of said Lots 1 and 2, Block A, the following courses and distances to wit:

20051 20 06139

-South 00°14'17" East, a distance of 242.61 feet to an "X" cut in concrete set for the beginning of a tangent curve to the right;

-Southwesterly with said curve to the right, through a central angle of 37°45'28", having a radius of 114.00 feet, a chord bearing and distance of South 18°38'23" West, 73.77 feet, an arc distance of 75.12 feet to an "X" cut in concrete set for the beginning of a reverse curve to the left;

-Southwesterly with said curve to the left, through a central angle of 20°26'18", having a radius of 101.00 feet, a chord bearing and distance of South 27°17'55" West, 35.84 feet, an arc distance of 38.03 feet to an "X" cut in concrete set for corner;

THENCE South 59°10'04" West, a distance of 8.66 feet to an "X" cut in concrete set for the beginning of a non-tangent curve to the left;

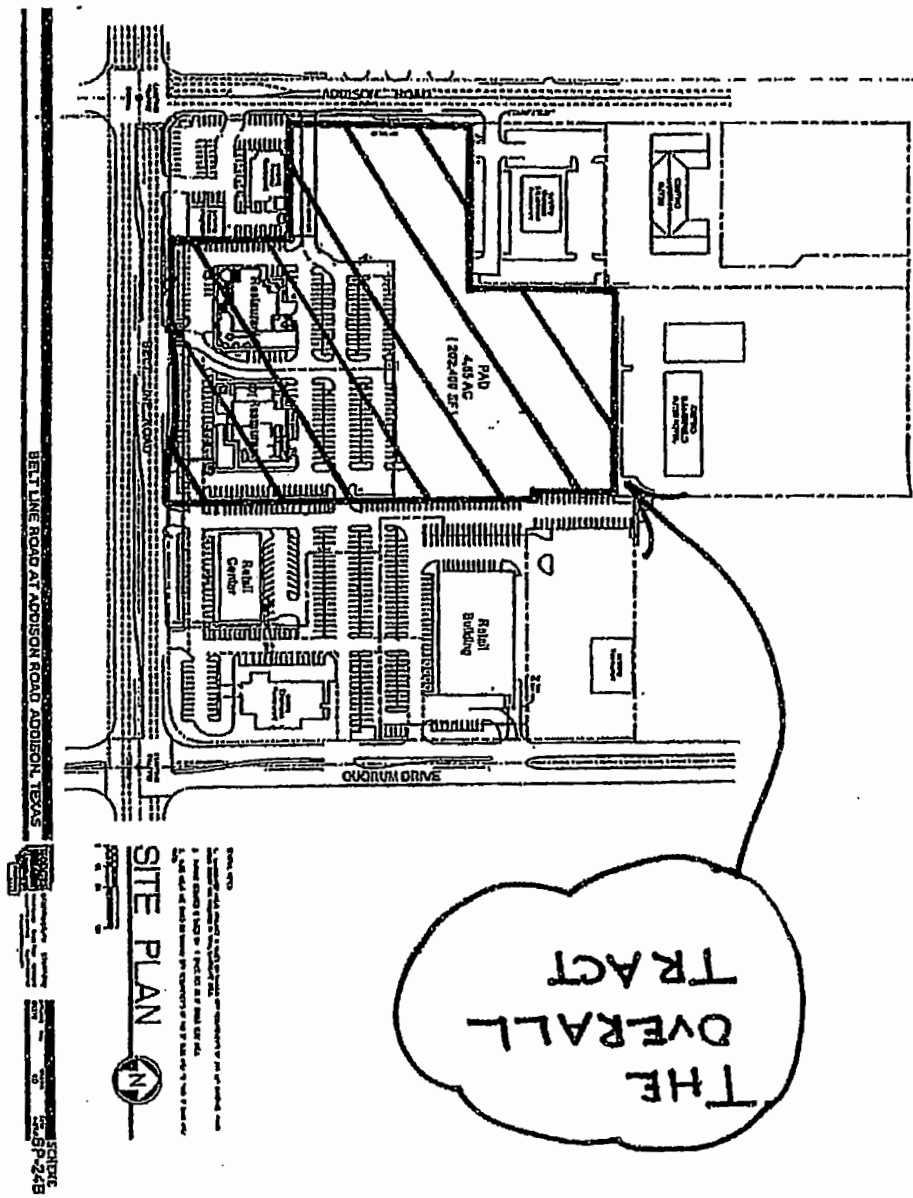
THENCE southwesterly with said curve to the left, through a central angle of 11°42'48", having a radius of 107.00 feet, a chord bearing and distance of South 07°48'41" West, 21.84 feet, an arc distance of 21.87 feet to the POINT OF BEGINNING and containing 1.7586 acres of land, more or less.

Bearing system based upon the plat BELTWAY-QUORUM ADDITION, recorded in Volume 2004014, Page 00009 of the Deed Records of Dallas County, Texas.

EXHIBIT G-2

Overall Tract

Landlord and Tenant hereby agree that a mutually acceptable legal description of the Overall Tract shall be attached to this memorandum at such time as such legal description becomes available.

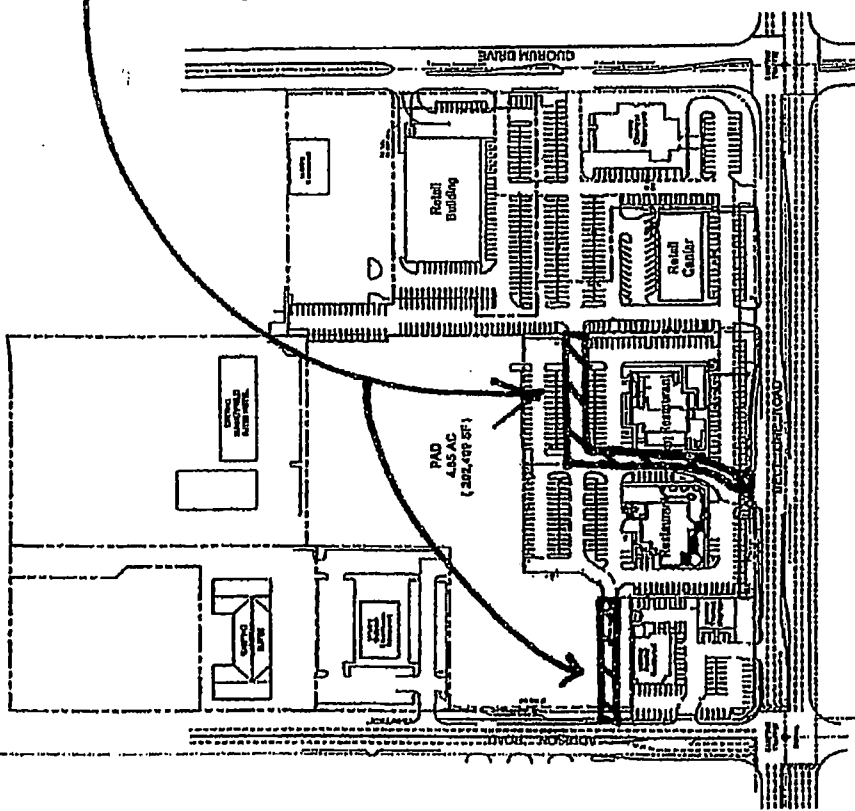


PORTION OF
ACCESS ROAD
SUBJECT TO
ACCESS EASEMENT

SITE PLAN

SECTION 32 SP-248

BELT LINE ROAD AT ADDISON ROAD, ADDISON, TEXAS

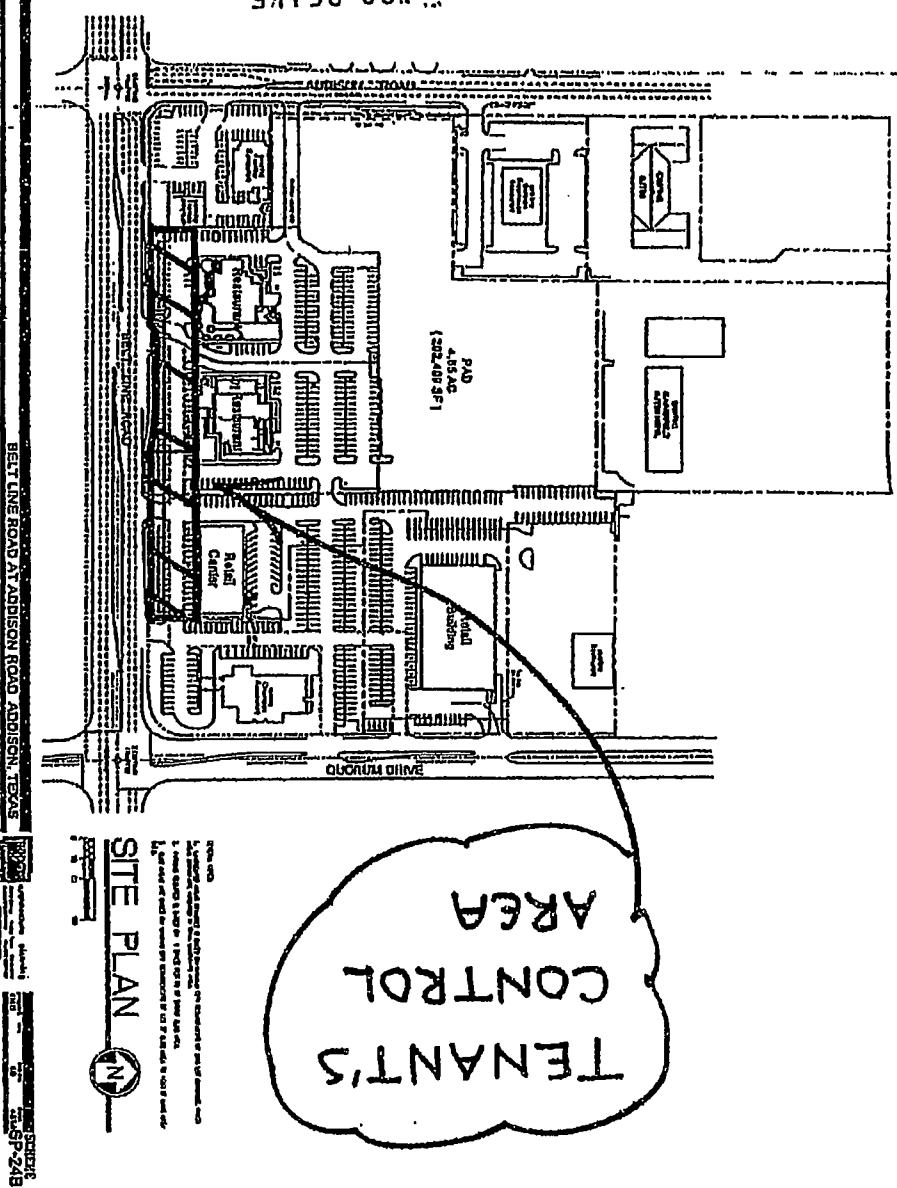


2005120 06143

EXHIBIT G-3

Tenant's Control Area

20051120 06145



94190 021500Z

FILED AND RECORDED
JUN 20 1962

05 JUN 20 AM 11:47

C. J. Callahan
COUNTY CLERK
LAWLER, TEXAS

4

COMMENCEMENT AND TERMINATION AGREEMENT

This Commencement and Termination Agreement (this "Agreement") is entered into between Addison Southwest, Ltd., a Texas limited partnership ("Landlord"), and Brinker Texas, L.P., a Texas limited partnership ("Tenant") to be effective as of the latest date set forth next to the signature blocks below (the "Effective Date").

RECITALS

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated May 31, 2005 for certain real property (the "Premises") located in the City of Addison, County of Dallas, State of Texas (the "Lease"); and

WHEREAS, it is the desire and intent of Landlord and Tenant to clearly define the terms of said Lease.

NOW, THEREFORE, it is agreed by and between Landlord and Tenant that:

1. The Rent Commencement Date of the Lease is November 25, 2005.
2. The Primary Term of the Lease commenced on May 31, 2005, and shall terminate at 11:59 p.m. (CST) on November 30, 2015.
3. The Lease provides for three (3) Renewal Terms of five (5) years each.
4. Tenant has the right to exercise each option by providing Landlord with written notice of its election to renew no later than one hundred eighty (180) days prior to the expiration of the Primary Term or prior Renewal Term, as applicable.
5. The Lease is now in full force and effect and all terms and conditions of the Lease are hereby ratified and confirmed.

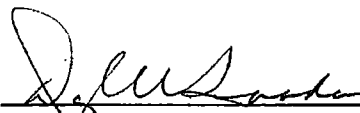
Landlord and Tenant agree that this document will not be recorded in any public records including the real estate records of the county where the Premises are located.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the dates set forth below to be effective as of the latest date set forth next to the signature blocks below (previously defined herein as the "Effective Date").

LANDLORD:

ADDISON SOUTHWEST LTD.,
a Texas limited partnership

Date: 12-16-05

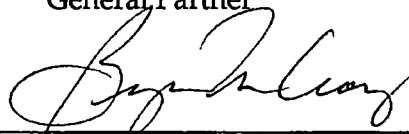
By: 
Daryn N. Snadon
Its General Partner

TENANT:

BRINKER TEXAS, L.P.,
a Texas limited partnership

By: Brinker Chili's Texas, Inc.,
a Delaware corporation
Its General Partner

Date: _____

By: 
Bryan D. McCrory
Vice President

5



BELTWAY
COMMERCIAL REAL ESTATE

15280 Addison Road
Suite 301
Addison, TX 75001
Main (972) 661-1011
Fax (972) 385-8039
www.beltwayco.com

November 3, 2006

Soulin Vo
Property Accounting
Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240

RE: Ownership Name Change for On The Border

Dear Ms. Soulin:

Please be advised that the ownership name has changed for On The Border located in Addison, Texas. I have attached a W-9 that reflects the name change. Going forward, please make checks payable to Addison Quorum Partners, LTD.

Should you have question, please email me at scasey@beltwayco.com or call me at 972-661-1011 ext. 113.

Thank you,

Steffanie A. Casey
Leasing Administrator
Beltway Commercial Real Estate

6

felt with love

JONES DAY

2727 NORTH HARWOOD STREET • DALLAS, TEXAS 75201-1515 • MAILING ADDRESS: P.O. BOX 660623 • DALLAS, TEXAS 75266-0623

TELEPHONE: (214) 220-3939 • FACSIMILE: (214) 969-5100

Direct Number: (214) 969-2916
scrawford@jonesday.com

JP675796

June 1, 2007

Addison Quorum Partners, LTD.
15280 Addison Road, Suite 300
Addison, TX 75001

Re: Internal Reorganization of Brinker Texas
Addison-On The Border

Ladies and Gentlemen:

Our client, Brinker Texas, L.P. (the "Company"), has requested that we provide notice to you of its internal reorganization which is planned to take affect of the end of June. The reorganization will result in the Company changing from a Texas limited partnership to a Delaware corporation. The name of the new corporation will be Brinker Texas, Inc. This restructuring **will not** affect the ownership or control of the Company, nor will it result in any change in the management or operations of the business of the Company.

A few of the lease agreements for the Company's restaurant locations require notice of a change of this nature. However, the Company wanted to give all of its landlords notice of this change. We would happy to answer any questions you might have regarding the restructuring. If you have questions regarding this information, please do not hesitate to call me at (214) 969-2916 or call Denise Moore at Brinker at (972) 770-9070. Please retain a copy of this letter for your records.

Sincerely,

Sally Crawford

Sally L. Crawford

cc: Ms. Denise Moore

7

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (the "Assignment Agreement") is entered into by and between Brinker Texas, Inc., a Delaware corporation ("Assignor") and OTB Acquisition LLC, a Delaware limited liability company ("Assignee") to be effective as of the Effective Date (defined below in Paragraph 1).

Preliminary Statements

A. Addison Quorum Partners, LTD. ("Landlord") and Assignor, as tenant, are parties to that certain lease agreement dated May 31, 2005 (as amended by the documents listed on Exhibit A hereto, the "Lease") for real property located at 4855 Belt Line Road, Dallas, Texas (the "Premises"), where Assignor currently operates an On the Border Mexican Grill & Cantina® restaurant. The term "Lease" shall also be deemed to include the documents, agreements, and instruments set forth on Exhibit A.

B. In connection with that certain Asset Purchase Agreement dated March 15, 2010 between Brinker International, Inc., a Delaware corporation and OTB Acquisition LLC, a Delaware limited liability company (as amended, the "Asset Purchase Agreement"), Assignee is purchasing On the Border Mexican Grill & Cantina® restaurants from Assignor and the parties desire to assign the Lease in accordance with the Asset Purchase Agreement and this Assignment Agreement.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as set forth in this Assignment Agreement.

1) Effective Date. This Assignment Agreement shall not become effective and the obligations set forth herein shall not become binding upon Assignor and Assignee until the "Effective Date". The "Effective Date" of this Assignment Agreement shall be the closing date of the transaction contemplated by the Asset Purchase Agreement.

2) Assignment and Assumption. As of the Effective Date, Assignor assigns to Assignee all of Assignor's rights, duties, obligations, and liabilities under the Lease, and Assignee (i) assumes all of Assignor's rights, duties, obligations, and liabilities under the Lease arising on and after the Effective Date; (ii) agrees to remain unconditionally obligated to, and bound by, all terms applicable to Assignor under the Lease arising on and after the Effective Date; and (iii) agrees to perform and observe all of the terms, conditions, restrictions, and covenants applicable to Assignor under the Lease arising on and after the Effective Date.

3) Notices. Any notice required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) generally recognized overnight courier service with proof of delivery, (c) United States Postal Service, registered or certified mail, postage prepaid or (d) facsimile (provided that such facsimile is confirmed in a manner specified in clauses (a)-(c) above), addressed as set forth below, or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either (i) at the time of personal delivery, (ii) in the case of delivery service or mail, as of the date

of first attempted delivery at the address and in the manner provided herein, or (iii) in the case of facsimile, upon receipt (provided that such facsimile is confirmed in a manner specified in clauses (a)-(c) above).

If to Assignor: Brinker Texas, Inc.
c/o Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel (OTB# 192)
Fax: 972-770-9465

If to Assignee: OTB Acquisition LLC
One Embarcadero Center, 39th Floor
San Francisco, California 94111
Attn: Joshua Olshansky
Tel: 415-983-2700
Fax: 415-983-2701

with a copy to: Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel (OTB#192)

4) Effect of Assignment Agreement. This Assignment Agreement is not intended to modify, enlarge or restrict the rights and obligations of the parties to the Asset Purchase Agreement. In the event of a conflict between the terms of the Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.

5) Miscellaneous Provisions.

(a) Captions. The captions used in this Assignment Agreement are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(b) Gender. Words of any gender used in this Assignment Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(c) Binding Effect. This Assignment Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.

(d) Severability. If any term or provision, or any portion thereof, of this Assignment Agreement shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment Agreement shall not be affected thereby and each remaining term and provision of this Assignment Agreement shall be valid and enforced to the fullest extent permitted by law.

(e) Counterparts. This Assignment Agreement may be signed in multiple counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

(f) Attorneys' Fees. In the event of litigation between the parties to enforce this Assignment Agreement, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

(g) Governing Law. This Assignment Agreement shall be construed, interpreted, and enforced pursuant to the applicable laws of the State in which the Premises are located.

(h) Entire Agreement. This Assignment Agreement, together with the Asset Purchase Agreement, sets forth the entire agreement between the parties with respect to the transaction contemplated by this Assignment Agreement, and no amendment or modification of this Assignment Agreement shall be binding or valid unless expressed in writing executed by all of the parties hereto.

(i) Warranty of Authority. Each individual executing this Assignment Agreement on behalf of Assignor and Assignee represents and warrants that he or she is duly authorized to execute and deliver this Assignment Agreement on behalf of such party and that this Assignment Agreement is binding upon Assignor or Assignee (as the case may be).

(j) Rules of Construction. The terms of this Assignment Agreement have been examined, reviewed, negotiated, and revised by counsel for each party, and no implication will be drawn against any party by virtue of the preparation and drafting of this Assignment Agreement.

(k) Default. Any violation of the terms and conditions of this Assignment Agreement by Assignee shall be deemed a violation (and event of default) under this Assignment Agreement and any other agreement between Brinker International, Inc. (including its successors, assigns, subsidiaries, and affiliated entities) and Assignee (including its successors, assigns, subsidiaries, and affiliated entities).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement to be effective as of the Effective Date as defined in Paragraph 1 above.

Assignor:

Brinker Texas, Inc.,
a Delaware corporation

By: 

Name: Bryan D. McCrory

Title: President

Assignee:

OTB Acquisition LLC,
a Delaware limited liability company

By: _____

Name: Joshua Olshansky

Title: President and Chief Executive Officer

OTB#192 (Addison)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement to be effective as of the Effective Date as defined in Paragraph 1 above.

Assignor:

Brinker Texas, Inc.,
a Delaware corporation

By: _____
Name: Bryan D. McCrory
Title: President

Assignee:

OTB Acquisition LLC,
a Delaware limited liability company

By: _____
Name: Joshua Olshansky
Title: President and Chief Executive Officer

OTB#192 (Addison)

EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

Lease Agreement

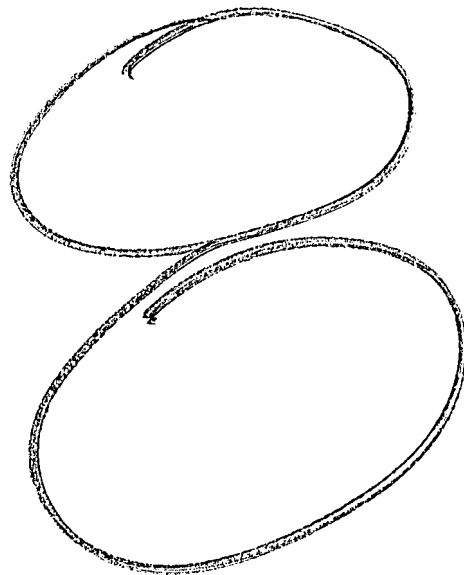
And any

Modifications, Assignments, Supplements, and/or Amendments

ADDISON, TX

OTB #U001.017.00192 (BIN 84)

1. Lease Agreement dated May 31, 2005 by and between Addison Southwest Ltd., Landlord, and Brinker Texas, L.P., Tenant.
2. Letter Agreement dated May 31, 2005 regarding easement agreement acknowledged and agreed to by Addison Southwest Ltd., Landlord, and Brinker Texas, L.P., Tenant.
3. Memorandum of Lease Agreement dated effective May 31, 2005, 2005 by and between Addison Southwest Ltd., Landlord, and Brinker Texas, L.P., Tenant, filed on June 21, 2005 in Dallas County, Texas, Document No. 3398958.
4. Commencement and Termination Agreement dated December 16, 2005.
5. Notice Letter dated November 3, 2006, re change of name for Landlord. New Landlord entity is Addison Quorum Partners, LTD.
6. Notice Letter to Landlord dated June 1, 2007, re change in corporate entity from Brinker Texas, L.P., a Texas limited partnership, to Brinker Texas, Inc., a Delaware corporation



LANDLORD'S CONSENT TO ASSIGNMENT
AND
ESTOPPEL CERTIFICATE

1. Introduction. Addison Quorum Partners, LTD. ("Landlord") and Brinker Texas, Inc., a Delaware corporation ("Tenant"), are parties to that certain lease agreement dated May 31, 2005 (as amended by the documents listed on Exhibit A hereto, the "Lease"), concerning the leased premises located at 4855 Belt Line Road, Dallas, TX (the "Leased Premises"). This Landlord's Consent to Assignment and Estoppel Certificate (this "Certificate") is being delivered under the Lease in connection with a proposed assignment described below.

2. Assignment by Tenant. Tenant intends to assign the Lease and its interest in the Leased Premises (including all of its interest, if any, in the building and fixtures on the Leased Premises) to OTB Acquisition LLC, a Delaware limited liability company ("Purchaser"), which will continue to operate the On the Border Mexican Grill & Cantina® restaurant at the Leased Premises. Pursuant to such assignment, Purchaser will assume all of Tenant's rights, duties, obligations, and liabilities under the Lease on the part of Tenant therein required to be performed, whether required to be performed before, on, or after the effective date of the assignment (the "Effective Date"), including, without limitation, any year-end adjustment charges for taxes or other real estate charges assessed by Landlord in accordance with the Lease and which may be attributable to any period prior to the Effective Date. An executed copy of the Assignment and Assumption of Lease shall be forwarded to Landlord after the effective date of such assignment (the "Effective Date") pursuant to the terms of the Lease.

3. Liability of Tenant and Guarantor. Notwithstanding anything to the contrary contained herein or in the Assignment Agreement, neither Tenant nor Guarantor is released from any of their respective liabilities under the Lease or the Guaranty of Lease Agreement dated May 31, 2005, executed by Brinker International, Inc., a Delaware corporation ("Guarantor") in favor of Landlord (the "Guaranty"), whether arising prior to, on, or after the Effective Date. Tenant and Guarantor acknowledge and agree that on the Effective Date, Purchaser will not meet the net worth standards set forth in Section 33(D) of the Lease.

4. Landlord's Consent to Assignment. Landlord hereby consents to Tenant's assignment of the Lease to Purchaser and to Purchaser's assumption of the Lease and agrees that this assignment and assumption will not constitute a breach of or default under the Lease. Landlord agrees this Certificate represents Landlord's complete consent to this assignment and assumption, and no other consent is required under the Lease. On and after the Effective Date, Landlord hereby agrees the term "Tenant" as used in the Lease shall be deemed a reference to Purchaser.

5. Landlord's Estoppel Certificate. Landlord hereby certifies to Tenant, Purchaser and Purchaser's lender, if any, as set forth below. If a blank is not filled in, the answer will be assumed to be "None."

- (a) Landlord is not in default under the Lease, has not received any notice of default under the Lease from Tenant, has no dispute with Tenant under the Lease, and no event has occurred which, with the giving of notice or

passage of time or both, could result in a default, except

- (b) Landlord has not received any notices, written or oral, of any violation or alleged violation of any law, regulation, ordinance or code applicable to the Lease or Leased Premises or the use thereof, except
- (c) The Lease has not been modified, assigned, supplemented or amended in any respect except as set forth on the attached Exhibit A. The Lease, including any amendments and supplements as set forth on Exhibit A is valid, in full force and effect on the date hereof, and represents the entire agreement between Landlord and Tenant with respect to the Leased Premises, and to Landlord's knowledge, is a binding and enforceable obligation of Landlord.
- (d) There is no mortgage or other lien on the Leased Premises that is prior to the Lease, except and the transfer of the Lease to Purchaser is not subject to any lender approval.
- (e) To Landlord's knowledge, Tenant is not in default under the Lease and no event has occurred and no condition exists which, with the giving of notice or the passage of time or both, would constitute a default under the Lease, except
- (f) The expiration date of the current term, excluding unexercised renewals, is November 30, 2015. Tenant has three (3) options to renew the Lease, each option being for five (5) years. Tenant has not waived or released any rights contained in the Lease, including, but not limited to, any rights to exercise such renewal options.
- (g) Landlord holds a security deposit tendered by Tenant in the amount of \$0.00.
- (h) The base or minimum rent payable by Tenant under the Lease is currently \$17,500.00 per month, payable in advance. Tenant has paid such rent for the Leased Premises for the period up to and including April 30, 2010.
- (i) The additional rent payable by Tenant under the Lease is:

TYPE	AMOUNT	FREQUENCY
CAM	\$0.00	
OTHER	\$0.00	
TAXES	\$0.00	

PERCENTAGE RENT	6% of Gross Receipts in excess of \$4,000,000	Annually
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- (j) Landlord has not received any notice of Tenant's intent to assign or sublet the Leased Premises to any party other than Purchaser.

6. Notices. Addresses for notices under the Lease to be sent to Landlord and Purchaser, as tenant, on and after the Effective Date, are set forth below.

If to Landlord:

Addison Quorum Partners, LTD.
15280 Addison Road, Suite 301
Addison, TX 75001

Landlord's Federal Tax I.D. Number: _____

If to Purchaser (as tenant):

OTB Acquisition LLC
One Embarcadero Center, 39th Floor
San Francisco, CA 94111
Attn: Mr. Joshua Olshansky
Tel: 415-983-2700
Fax: 415- 983-2701

Purchaser's (tenant's) Federal Tax I.D. Number: 27-2118500

with a copy to:

Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel (OTB#192)

7. Landlord's Certification. Landlord is executing Paragraph 5 of this Certificate for the sole purpose of estopping itself from claiming that the facts are other than as set forth in Paragraph 5 of this Certificate. No person or entity other than Tenant, Purchaser, or Purchaser's lenders may rely on Paragraph 5 of this Certificate and Tenant, Purchaser, and Purchaser's lenders may only rely on it for the limited purpose set forth in the preceding sentence. Tenant, Purchaser, and Purchaser's lenders are expressly relying on Landlord's statements in Paragraphs 4, 8 and 9 to enter into this Certificate and such provisions shall be binding upon Landlord and its successors and assigns.

8. Authority. Each individual executing this Certificate on behalf of Landlord has the right and authority to execute and deliver this Certificate on behalf of Landlord.

9. Bankruptcy Actions. There are no actions pending against the Landlord under the bankruptcy laws of the United States.

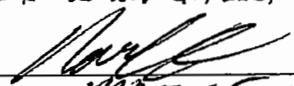
10. Counterparts. This Certificate may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument; and, in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

Signature Page and Exhibits to follow

Dated this 26th day of March, 2010.

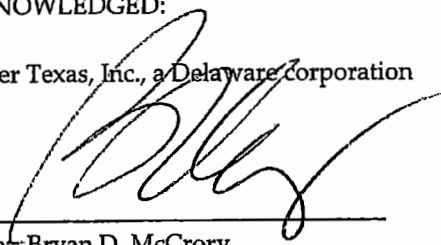
LANDLORD:

Addison Quorum Partners, LTD.
By: Addison Quorum GP, LLC, its GENERAL PARTNER

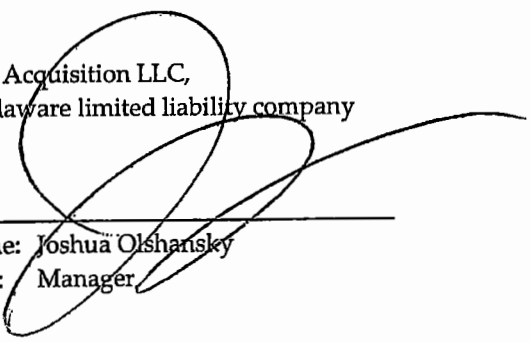
By: 
Name: MARK SOMMER
Title: VP

ACKNOWLEDGED:

Brinker Texas, Inc., a Delaware corporation

By: 
Name: Bryan D. McCrory
Title: Vice President

OTB Acquisition LLC,
a Delaware limited liability company

By: 
Name: Joshua Olshansky
Title: Manager

OTB#192 (Addison)

EXHIBIT A TO LANDLORD'S CONSENT TO ASSIGNMENT AND ESTOPPEL CERTIFICATE

Lease Agreement

And any

Modifications, Assignments, Supplements and/or Amendments

ADDISON, TX

OTB #U001.017.00192 (BIN 84)

1. **Lease Agreement** dated May 31, 2005 by and between Addison Southwest Ltd., Landlord, and Brinker Texas, L.P., Tenant.
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3. **Memorandum of Lease Agreement** dated effective May 31, 2005, 2005 by and between Addison Southwest Ltd., Landlord, and Brinker Texas, L.P., Tenant, filed on June 21, 2005 in Dallas County, Texas, Document No. 3398958.
4. **Commencement and Termination Agreement** dated December 16, 2005.
5. **Notice Letter** dated November 3, 2006, re change of name for Landlord. New Landlord entity is Addison Quorum Partners, LTD.
6. **Notice Letter to Landlord** dated June 1, 2007, re change in corporate entity from Brinker Texas, L.P., a Texas limited partnership, to Brinker Texas, Inc., a Delaware corporation.

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (the "Assignment Agreement") is entered into by and between Brinker Texas, Inc., a Delaware corporation ("Assignor") and OTB Acquisition LLC, a Delaware limited liability company ("Assignee") to be effective as of the Effective Date (defined below in Paragraph 1).

Preliminary Statements

A. Addison Quorum Partners, LTD. ("Landlord") and Assignor, as tenant, are parties to that certain lease agreement dated May 31, 2005 (as amended by the documents listed on Exhibit A hereto, the "Lease") for real property located at 4855 Belt Line Road, Dallas, Texas (the "Premises"), where Assignor currently operates an On the Border Mexican Grill & Cantina® restaurant. The term "Lease" shall also be deemed to include the documents, agreements, and instruments set forth on Exhibit A.

B. In connection with that certain Asset Purchase Agreement dated March 15, 2010 between Brinker International, Inc., a Delaware corporation and OTB Acquisition LLC, a Delaware limited liability company (as amended, the "Asset Purchase Agreement"), Assignee is purchasing On the Border Mexican Grill & Cantina® restaurants from Assignor and the parties desire to assign the Lease in accordance with the Asset Purchase Agreement and this Assignment Agreement.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as set forth in this Assignment Agreement.

1) Effective Date. This Assignment Agreement shall not become effective and the obligations set forth herein shall not become binding upon Assignor and Assignee until the "Effective Date". The "Effective Date" of this Assignment Agreement shall be the closing date of the transaction contemplated by the Asset Purchase Agreement.

2) Assignment and Assumption. As of the Effective Date, Assignor assigns to Assignee all of Assignor's rights, duties, obligations, and liabilities under the Lease, and Assignee (i) assumes all of Assignor's rights, duties, obligations, and liabilities under the Lease arising on and after the Effective Date; (ii) agrees to remain unconditionally obligated to, and bound by, all terms applicable to Assignor under the Lease arising on and after the Effective Date; and (iii) agrees to perform and observe all of the terms, conditions, restrictions, and covenants applicable to Assignor under the Lease arising on and after the Effective Date.

3) Notices. Any notice required or permitted hereunder shall be given in writing, sent by (a) personal delivery, (b) generally recognized overnight courier service with proof of delivery, (c) United States Postal Service, registered or certified mail, postage prepaid or (d) facsimile (provided that such facsimile is confirmed in a manner specified in clauses (a)-(c) above), addressed as set forth below, or to such other address or to the attention of such other person as hereafter shall be designated in writing by the applicable party sent in accordance herewith. Any such notice or communication shall be deemed to have been given either (i) at the time of personal delivery, (ii) in the case of delivery service or mail, as of the date

of first attempted delivery at the address and in the manner provided herein, or (iii) in the case of facsimile, upon receipt (provided that such facsimile is confirmed in a manner specified in clauses (a)-(c) above).

If to Assignor:

Brinker Texas, Inc.
c/o Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel (OTB# 192)
Fax: 972-770-9465

If to Assignee:

OTB Acquisition LLC
One Embarcadero Center, 39th Floor
San Francisco, California 94111
Attn: Joshua Olshansky
Tel: 415-983-2700
Fax: 415-983-2701

with a copy to:

Brinker International, Inc.
6820 LBJ Freeway
Dallas, Texas 75240
Attn: General Counsel (OTB#192)

4) Effect of Assignment Agreement. This Assignment Agreement is not intended to modify, enlarge or restrict the rights and obligations of the parties to the Asset Purchase Agreement. In the event of a conflict between the terms of the Assignment Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.

5) Miscellaneous Provisions.

(a) Captions. The captions used in this Assignment Agreement are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(b) Gender. Words of any gender used in this Assignment Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(c) Binding Effect. This Assignment Agreement shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, legal representatives, successors and assigns.

(d) Severability. If any term or provision, or any portion thereof, of this Assignment Agreement shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment Agreement shall not be affected thereby and each remaining term and provision of this Assignment Agreement shall be valid and enforced to the fullest extent permitted by law.

(e) Counterparts. This Assignment Agreement may be signed in multiple counterparts with the same force and effect as if all required signatures were contained in a single, original instrument.

(f) Attorneys' Fees. In the event of litigation between the parties to enforce this Assignment Agreement, the prevailing party in any such action shall be entitled to recover reasonable costs and expenses of suit, including, without limitation, court costs, attorneys' fees, and discovery costs.

(g) Governing Law. This Assignment Agreement shall be construed, interpreted, and enforced pursuant to the applicable laws of the State in which the Premises are located.

(h) Entire Agreement. This Assignment Agreement, together with the Asset Purchase Agreement, sets forth the entire agreement between the parties with respect to the transaction contemplated by this Assignment Agreement, and no amendment or modification of this Assignment Agreement shall be binding or valid unless expressed in writing executed by all of the parties hereto.

(i) Warranty of Authority. Each individual executing this Assignment Agreement on behalf of Assignor and Assignee represents and warrants that he or she is duly authorized to execute and deliver this Assignment Agreement on behalf of such party and that this Assignment Agreement is binding upon Assignor or Assignee (as the case may be).

(j) Rules of Construction. The terms of this Assignment Agreement have been examined, reviewed, negotiated, and revised by counsel for each party, and no implication will be drawn against any party by virtue of the preparation and drafting of this Assignment Agreement.

(k) Default. Any violation of the terms and conditions of this Assignment Agreement by Assignee shall be deemed a violation (and event of default) under this Assignment Agreement and any other agreement between Brinker International, Inc. (including its successors, assigns, subsidiaries, and affiliated entities) and Assignee (including its successors, assigns, subsidiaries, and affiliated entities).

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement to be effective as of the Effective Date as defined in Paragraph 1 above.

Assignor:

Brinker Texas, Inc.,
a Delaware corporation

By: 

Name: Bryan D. McCrory

Title: President

Assignee:

OTB Acquisition LLC,
a Delaware limited liability company

By: _____

Name: Joshua Olshansky

Title: President and Chief Executive Officer

OTB#192 (Addison)

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement to be effective as of the Effective Date as defined in Paragraph 1 above.

Assignor:

Brinker Texas, Inc.,
a Delaware corporation

By: _____
Name: Bryan D. McCrory
Title: President

Assignee:

OTB Acquisition LLC,
a Delaware limited liability company

By: _____
Name: Joshua Olshansky
Title: President and Chief Executive Officer

OTB#192 (Addison)

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Lease Agreement

And any

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ADDISON, TX

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May 15, 2015

VIA FEDEX OVERNIGHT
& EMAIL

Beltway Commercial Real Estate
c/o Addison Quorum Partners, Ltd.
15280 Addison Road, Suite 301
Addison, TX 75001

Re: Lease Agreement dated May 31, 2005 (as amended, the "Lease"), by and between ADDISON QUORUM PARTNERS, LTD. ("Landlord") and OTB ACQUISITION LLC (successor-in-interest to Brinker International, Inc.) ("Tenant") relating to the On The Border restaurant #192 located at 4855 Beltline Road, Addison, TX.

Dear Sir/Madam:

Please be advised that pursuant to Section 2.01 of the Lease, Tenant hereby exercises its 1st renewal term for five (5) years beginning December 1, 2015, and ending November 30, 2020. Pursuant to the terms of the Lease, the annual rental rate for the renewal period is Two Hundred Thirty Six Thousand, Two Hundred Fifty and 00/100 Dollars, (\$236,250.00).

If you have any questions regarding this matter, please call me at (972)499-3432. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. L. Keil", with a stylized flourish at the end.

Devin L. Keil
Senior Vice President of Development

CC: Cole Snadon csnadon@beltwayco.com
Tracy White twhite@beltwayco.com

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May 20, 2020

VIA FEDEX OVERNIGHT

Beltway Commercial Real Estate
c/o Addison Quorum Partners, Ltd
15280 Addison Road, Ste 301
Addison, TX 75001

RE: Lease Agreement dated May 31, 2005 (as amended, the "Lease"), by and between Addison Quorum Partners, Ltd ("Landlord") and OTB Acquisition, LLC (successor-in-interest to Brinker International, Inc.) ("Tenant") relating to the On the Border Mexican Grill & Cantina located at 4855 Beltline Road Addison, TX 75001.

Dear Sir/Madam,

Please be advised that pursuant to Section 2.01 of the Lease, Tenant hereby exercises its 2nd renewal option for (5) years beginning December 1, 2020 and ending November 30, 2025. Pursuant to the terms of the Lease, the annual rental rate for the renewal period is Two Hundred and Sixty-Five Thousand Seven Hundred Eighty-One Dollars and 04/100 (\$265,781.04).

If you have any questions regarding this matter, please call me at 972-499-3000. Thank you for your attention to this matter.

Sincerely,

Matthew C. Helm
Chief Financial Officer

ORIGIN ID:PNXA (972) 628-3469
SUSAN ROGERS
BELTWAY COMMERCIAL REAL ESTATE
15280 ADDISON RD.
SUITE 301
ADDISON, TX 75001
UNITED STATES US

SHIP DATE: 11MAR25
ACTWGT: 0.50 LB
CAD: 102948660/INET4535

BILL SENDER

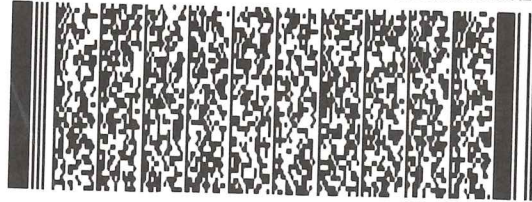
TO **KCC DBA VERITA**
ON THE BORDER CLAIMS PROCESS CENTER
222 N PACIFIC COAST HWY
SUITE 300
EL SEGUNDO CA 90245

(888) 647-1744

REF:

INV:
PO:

DEPT:



FedEx
Express



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