

FILED SARPY CO. NE.  
INSTRUMENT NUMBER  
**2001-39323**

2001 NOV 28 P 2:30 P

*Glenn J. [Signature]*  
REGISTER OF DEEDS

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Verify *m*  
D.E. *Sm*  
Proof *TL*  
Fee \$ 50.50  
Ck  Cash  Chg   
*stamp copy* *NTCO*

**RECOGNITION AGREEMENT**

Chili's No. 30

STATE OF NEBRASKA        §  
   §  
COUNTY OF SARPY        §

**THIS RECOGNITION AGREEMENT** (the "Agreement") is entered into as of the 15<sup>th</sup> day of November, 2001, by and among GE CAPITAL FRANCHISE FINANCE CORPORATION, a Delaware corporation (hereinafter referred to as "FFC"), Sydran Holdings VII, LLC, a Nevada limited liability company ("Holdings"), and Brinker Restaurant Corporation, a Delaware corporation, having an office at 6820 LBJ Freeway, Dallas, Texas 75240 ("Brinker").

**WITNESSETH:**

**WHEREAS**, The original ground lessor ("Ground Lessor"), has leased certain real property and the improvements located thereon (collectively referred to herein as the "Premises") to Sydran Food Services III, L.P., a California limited partnership ("SFS"), pursuant to that lease (the "Ground Lease"). The tenant under the Ground Lease is hereinafter referred to as the "Lessee". The Premises are more particularly described on Exhibit A attached hereto; and

**WHEREAS**, SFS assigned all of its right title and interest as Lessee under the Ground Lease to Holdings. Holdings, as sublessor, then subleased the Premises back to SFS, as sublessee, pursuant to that sublease (the "Sublease");

**WHEREAS**, SFS will assign all of its right, title, and interest in and to the Sublease to Brinker. The tenant under the Sublease is hereinafter referred to as "Tenant".

**WHEREAS**, The Premises are encumbered by that certain Mortgage or Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing from Holdings, as debtor, in favor of FFC securing a certain promissory note payable to the order of FFC, said Mortgage having been (or to be) recorded among the mortgage records of the county in which the Leased Premises is located (said promissory note being hereinafter referred to as the "Note" and

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NEBRASKA  
TITLE  
CORP

said Mortgage being hereinafter referred to as the "Mortgage").

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the parties hereto do hereby covenant and agree as follows:

1. If the Ground Lease is terminated by Ground Lessor (or anyone claiming through Ground Lessor) prior to expiration of the term of the Ground Lease and such termination was caused by the actions of anyone other than Brinker, and if FFC enters into a new lease (the "New Lease") for the Premises with Ground Lessor, then, provided no event of material default (to be determined in FFC's reasonable discretion) has occurred under the Sublease by Tenant (subject to any notice and opportunity to cure provisions in the Sublease), FFC shall recognize the Sublease, and FFC shall be bound to the Tenant, its successors and assigns, and the Tenant shall be bound to FFC its successors and assigns pursuant to all of the terms, covenants and conditions of the Sublease for the balance of the term of the Sublease then remaining and any extensions or renewals thereof, and the Sublease shall not be terminated, nor shall Tenant's use, possession or enjoyment of the Premises be interfered with, nor shall the leasehold estate granted by the Sublease be affected in any other manner so long as Tenant performs all of its obligations and complies with the terms and conditions of the sublease.

2. This Agreement shall be binding upon and inure to the benefit of FFC, Holdings, and Tenant and their respective successors and assigns.

3. Any notice or document required or permitted to be delivered or remitted hereunder or by law shall be deemed to be delivered or remitted, whether actually received or not (except any payment of rent or other amount shall be deemed to be remitted only when actually received) (a) when delivered in person, (b) three (3) business days after such item is deposited in the United States mail, postage prepaid, certified or registered, return receipt requested or (c) one (1) business day after such item is deposited with Federal Express or other generally recognized overnight courier, shipping charges prepaid, addressed to the appropriate party hereto at its address set out below, or at such other address as it shall have theretofore specified by written notice delivered in accordance herewith:

**FFC:**

Dennis L. Ruben, Esq.  
Executive Vice President,  
General Counsel and Secretary  
GE Capital Franchise Finance Corporation  
17207 North Perimeter Drive  
Scottsdale, Arizona 85255  
Telephone: (480) 585-4500  
Telecopy: (480) 585-2226

2001-39323B

**BRINKER:**

Brinker Restaurant Corporation  
6820 LBJ Freeway  
Dallas, Texas 75240  
Attn: General Counsel

**HOLDINGS:**

Sydran Holdings VII, LLC  
Bishop Ranch 8  
3000 Executive Parkway, Suite 515  
San Ramon, California 94583-4254

Such addresses may be changed by notice given in accordance with this Section.

4. This Agreement shall be governed by and interpreted under the laws of Nebraska. If any party institutes an action or proceeding to enforce its rights under this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs in addition to any other relief awarded by the court.

5. This Agreement may be executed in duplicate counterparts, and the counterparts together shall constitute the single binding agreement of the parties.

2001-39323C

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

**FFC:**

GE CAPITAL FRANCHISE FINANCE  
CORPORATION, a Delaware corporation

By: 

Name: Dennis L. Ruben

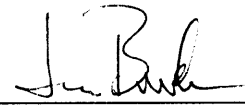
Its: Exec. V.P., Gen. Counsel & Secretary

2001-393231

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

**HOLDINGS:**

SYDRAN HOLDINGS VII, LLC,  
a Nevada limited liability company

By:   
Name: Iver Bowden  
Its: Senior Vice President-Development

**BRINKER:**

BRINKER RESTAURANT CORPORATION,  
a Delaware corporation

By:   
Jay L. Tobin, Vice President and Assistant  
Secretary

2001-39323E

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on this 13<sup>th</sup> day of November, 2001, by Jay L. Tobin, Vice President and Assistant Secretary of Brinker Restaurant Corporation, a Delaware corporation, on behalf of said corporation.

Laura C. Richard  
NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

\_\_\_\_\_

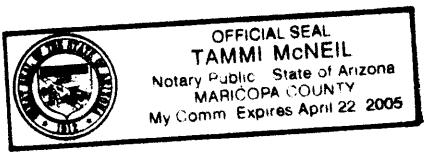


2001-39323F

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me on November 12, 2001, by Dennis L. Ruben of GE Capital Franchise Finance Corporation, a Delaware corporation, on behalf of the corporation.

Tammi McNeil  
Notary Public




My commission expires:  
4/22/05

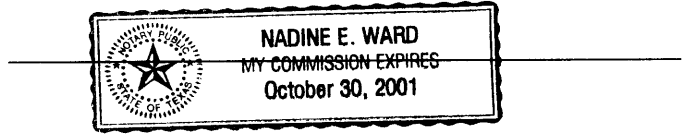
2001-393736

STATE OF TEXAS                    )  
  ) ss.  
COUNTY OF DALLAS                )

The foregoing instrument was acknowledged before me on <sup>November</sup>~~October-13~~, 2001, by Iver Bowden, Senior Vice President - Development of Sydran Holdings VII, LLC, a Nevada limited liability company, on behalf of the limited liability company.

  
\_\_\_\_\_  
Notary Public

My commission expires:





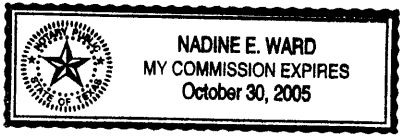
2001-39323H

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

The foregoing instrument was acknowledged before me on November 13, 2001, by Iver Bowden, Senior Vice President - Development of Sydran Holdings VII, LLC, a Nevada limited liability company, on behalf of the limited liability company.

*Nadine E. Ward*  
\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:



2001-393737

EXHIBIT A

**Lot 6, Brentwood Crossing, an Addition to the City of LaVista, Sarpy County, Nebraska, together with an easement for ingress, egress, parking and other purposes for the benefit of Lot 6 as created by Declaration of Restrictions filed December 23, 1991 as Instrument No. 91-20487; and Addendum filed November 4, 1992 as Instrument No. 92-24051; and Second Addendum filed June 25, 1993 as Instrument No. 93-14506; and Third Addendum filed July 9, 1999 as Instrument No. 99-021857.**