

Return to:
First National Financial
Title Services, Inc.
P.O. Box 956370
Duluth, GA 30095

P Book 87 Pg 320 7.50
STATE HS. DEPTO CO.
FILED
Nov 8 10 18 AM '00

PK 87 320
VOLUME 87 PAGE 320

RECORD AND RETURN TO:
Moore & Van Allen
100 N. Tryon Street
47th Floor
Charlotte, NC 28202-4003
704-331-1068
Attention: Lea Johnson
Instrument prepared by the above-named attorney

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Indexing Instruction: Lot 16 The Crossing at Olive Branch, PB 73 PG. 1

**SUPPLEMENT NO. 12 TO
ASSIGNMENT OF LEASE, RENT AND
CONSTRUCTION AGENCY AGREEMENT**

THIS SUPPLEMENT NO. 12 (this "Supplement"), dated as of October 26 2000, to the ASSIGNMENT OF LEASE, RENT AND CONSTRUCTION AGENCY AGREEMENT, dated as of September 29, 1999 (the "Assignment"), made by BRINKER REAL ESTATE TRUST 1999-1, a Delaware owner trust to BANK OF AMERICA LEASING AND CAPITAL GROUP, as Administrative Agent under the Master Lease and Open End Mortgage dated as of September 29, 1999 (as amended, modified, restated or supplemented from time to time, the "Master Lease"), among Lessor and BRINKER INTERNATIONAL, INC., as Lessee. Capitalized terms used herein but not otherwise defined have the meanings specified in the Assignment.

The parties hereto agree as follows:

1. The Property. In accordance with the Assignment, the Lessor has executed this Supplement to subject the Master Lease, as supplemented by the Lease Supplement attached as Schedule 1 hereto, to the Assignment. The description of the Property is attached hereto as Schedule 2. A copy of the form of Assignment is attached hereto as Schedule 3.

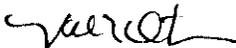
2. Integrated Assignment. Following the execution and delivery of this Supplement, this Supplement, and all supplements previously delivered under the Assignment, shall constitute a part of the Assignment.

3. Confirmation. Except as expressly supplemented hereby, the provisions of the Assignment are and shall remain in full force and effect. Further, the Lessor hereby reaffirms the obligations of the Lessor under the Assignment.

IN WITNESS WHEREOF, the Lessor has caused this Supplement to be duly executed as of the day and year first above written.

BRINKER REAL ESTATE TRUST 1999-1,
as Lessor

By: FIRST SECURITY BANK, N.A.,
not in its individual capacity but solely as
Owner Trustee

By: 
Title: Vice President

Consent of Lessee to Supplement No. 12 to
Assignment of Lease, Rent and Construction Agency Agreement

CONSENT AND ACKNOWLEDGMENT BY LESSEE

The undersigned hereby acknowledges receipt of a counterpart original of, and consents to, the foregoing Supplement No. 12 dated as of October 26, 2000 to the Assignment of Lease, Rent and Construction Agency Agreement dated as of September 29, 1999.

The foregoing is furnished for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the undersigned, and the undersigned understands and intends that the Administrative Agent and the Lenders will rely on the foregoing and that the undersigned will be legally bound by the foregoing. This Consent and Acknowledgment shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent and Acknowledgment as of October 26, 2000, pursuant to proper authority duly granted.

BRINKER INTERNATIONAL, INC.,
As Lessee

By: J. L. Tobin
Printed Name: JAY L. TOBIN
Title: SR. VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

On the 17th day of October, 2000, before me, the undersigned authority in and for said county and state, personally appeared Jay L. Tolvin personally known and acknowledged himself/herself to me (or proved to me on the basis of satisfactory evidence) to be the (Vice) President of Brinker International, Inc., (hereinafter, the "Corporation"), and that as such officer, being first duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, for and on behalf of the Corporation, as his/her free and voluntary act and deed and as the free and voluntary act and deed of the Corporation.



Martha J. Wade
NOTARY PUBLIC

My Commission Expires:

4-14-02

ACKNOWLEDGMENT

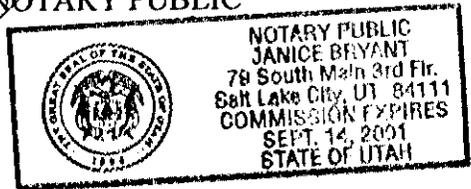
STATE OF Utah

COUNTY OF SALT LAKE

On the 13th day of October, 2000, before me, the undersigned authority in and for said county and state, personally appeared Val T. Orton personally known and acknowledged himself/herself to me (or proved to me on the basis of satisfactory evidence) to be the (Vice) President of First Security Bank, N.A., (hereinafter, the "Owner Trustee"), which said Owner Trustee is the owner trustee of Brinker Real Estate Trust 1999-1 (the "Trust") and that as such officer, being first duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, for and on behalf of the Owner Trustee in its representative capacity by himself/herself in their authorized capacities as such officer as his/her free and voluntary act and deed and the free and voluntary act and deed of said Owner Trustee and Trust.

Janice Bryant
NOTARY PUBLIC

My Commission Expires:



RECORD AND RETURN TO:

Moore & Van Allen
100 N. Tryon Street
47th Floor
Charlotte, NC 28202-4003
Attn: Lea Johnson

This instrument was prepared by the above-named attorney.

STATE OF MISSISSIPPI

COUNTY OF DESOTO

Indexing Instruction: _____

LEASE SUPPLEMENT NO. 12

(And Memorandum of Lease Supplement, Memorandum of Master Lease and Memorandum of Option to Purchase and Deed of Trust)

THIS LEASE SUPPLEMENT NO. 12 (And Memorandum of Lease Supplement, Memorandum of Master Lease and Memorandum of Option to Purchase and Deed of Trust) (this "Lease Supplement"), dated as of _____, 2000, is made and entered into by BRINKER INTERNATIONAL, INC. (TIN 75-1914582), a Delaware corporation, having its principal office at 6820 LBJ Freeway, Dallas, Texas 75240, as the Lessee and as grantor (the "Lessee"), and BRINKER REAL ESTATE TRUST 1999-1, a Delaware owner trust, having its principal office at 79 South Main Street, Salt Lake City, Utah 84111, as the Lessor (the "Lessor"), and as beneficiary for the benefit of the Participants (as defined in Appendix A to the Participation Agreement referred to below) and Lea Stromire Johnson, having an address at 100 N. Tryon Street, 47th Floor, Charlotte, NC 28202, as deed of trust trustee for the benefit of the Participants.

WITNESSETH:

WHEREAS, the Lessor is the record owner of the land described on Schedule I attached hereto (the "Subject Land") and is the owner of all Improvements on the Subject Land together with all Improvements which hereafter may be constructed on the Subject Land (the "Subject Improvements") and, together with the Subject Land, the "Subject Property");

WHEREAS, the Lessor desires to lease the Subject Property to the Lessee and the Lessee wishes to lease the Subject Property from the Lessor;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to enter into this Lease Supplement, as follows:

1. Certain Terms. Capitalized terms used but not otherwise defined in this Lease Supplement have the meanings specified in Appendix A to the Participation Agreement dated as of September 29, 1999 (as amended, restated, supplemented or otherwise modified from time to time, the "Participation Agreement"), among Brinker International, Inc., as Lessee and Construction Agent, Brinker Real Estate Trust 1999-1, as Lessor, Brinker Restaurant Corporation, as Guarantor, First Security Bank, N.A., as the Owner Trustee, various financial institutions as the Certificate Holders and Lenders and Bank of America Leasing and Capital Group, as Administrative Agent, and the rules of interpretation specified in Appendix A to the Participation Agreement shall apply to this Lease Supplement.

2. Nature of Transaction. (a) The parties hereto intend that (i) for financial accounting purposes with respect to the Lessee, the Lessor will be treated as the owner and lessor of an undivided interest in the Properties and the Lessee will be treated as the lessee of the Properties and (ii) for federal and all state and local income tax purposes, state real estate and commercial law and bankruptcy purposes, (A) the Lease will be treated as a financing arrangement, (B) the Certificate Holders and the Lenders will be deemed lenders making loans to the Lessee in an amount equal to the sum of the Certificate Holder Amounts and the outstanding principal amount of the Loans, which loans are secured by the Properties and (C) the Lessee will be treated as the owner of the Properties and will be entitled to all tax benefits ordinarily available to an owner of properties like the Properties for such tax purposes.

(b) It is the intent of the parties hereto that this Lease Supplement grants a security interest and deed of trust, as the case may be, on the Properties to the Lessor for the benefit of Certificate Holders and the other Participants to secure the Lessee's performance under and payment of all amounts under the Lease and the other Operative Documents.

(c) The parties hereto intend that the Lease will be treated as an operating lease from the Lessor to the Lessee for the purposes of the Lessee's financial reporting under GAAP.

3. Subject Property; Memorandum of Lease. Attached hereto as Schedule I is the description of the Subject Land and attached hereto as Schedule II is the description of all Improvements located on the Subject Land as of the date hereof. Effective upon the execution and delivery of this Lease Supplement by the Lessor and the Lessee, the Subject Property shall be subject to the terms and provisions of the Master Lease. The Master Lease is incorporated by reference herein as if set forth herein in its entirety. Subject to the terms and conditions of the Master Lease, the Lessor hereby leases the Subject Property to the Lessee for the Lease Term (as defined below) of this Lease Supplement, and the Lessee hereby agrees, expressly for the direct benefit of the Participants, to lease the Subject Property from the Lessor for the Lease Term.

4. Lease Term; Option to Purchase; Remarketing Option. The term of this Lease Supplement (the "Lease Term") shall begin on the date hereof and shall end on the Expiration Date, unless the Lease Term with respect to the Subject Property is extended or earlier terminated in accordance with the provisions of the Master Lease or the other Operative

Documents. The Master Lease provides that the Lessee has the option to extend the Lease for two additional terms of one year each. For and in consideration of good and valuable consideration paid by the Lessee to the Administrative Agent as described in the Master Lease, the Lessor, as agent for the Participants, hereby grants to the Lessee the right to purchase the Subject Property or to market and sell the Subject Property during the Lease Term of this Lease Supplement on the terms set forth in the Master Lease.

5. Liens and Security Interests. (a) Specifically, without limiting the generality of Section 2, the Lessor and the Lessee intend and agree that in the event of any insolvency or receivership proceedings or a petition under the United States bankruptcy laws or any other applicable insolvency laws or statute of the United States of America or any State or Commonwealth thereof affecting the Lessee, the Lessor, any Lender, any Certificate Holder or any collection actions, the transactions evidenced by the Operative Documents shall be regarded as loans made by the Lenders and the Certificate Holders as unrelated third party lenders to the Lessee secured by the Properties (it being understood that the Lessee hereby mortgages and warrants and grants a security interest in its interest in the Subject Property, subject to Permitted Property Liens, to the Deed of Trust Trustee for the benefit of the Certificate Holders and the Lenders to secure all Certificate Holder Amounts and Loans advanced by the Participants for the acquisition of the Properties and construction of the Improvements thereon, together with Yield or interest, as applicable, thereon, and all other amounts payable under the Operative Documents in connection therewith, effective on the date hereof).

(b) Specifically, but without limiting the generality of Section 2, the Lessor and the Lessee further intend and agree that, for the purpose of securing the obligations of the Lessee for the repayment of the above-described loans from the Certificate Holders and the Lenders to the Lessee, (i) the Master Lease and Lease Supplements shall also be deemed to be a security agreement and financing statement within the meaning of Article 9 of the Uniform Commercial Code and a real property deed of trust; (ii) the conveyance provided for hereby and in Article II of the Master Lease shall be deemed to be a grant by the Lessee to the Deed of Trust Trustee for the benefit of the Certificate Holders and the Lenders of a deed of trust lien and security interest in all of the right, title and interest of the Lessee in and to the Properties (including the Subject Property) and all proceeds of the conversion, voluntary or involuntary, of the foregoing into cash, investments, securities or other property (it being understood that the Lessee hereby mortgages and warrants and grants a security interest in Lessee's right, title and interest in the Properties (including the Subject Property) to the Lessor for the benefit of the Certificate Holders and the Lenders to secure all Loans and Certificate Holder Amounts advanced by the Participants for the acquisition of the Properties and construction of Improvements thereon, together with Yield or interest thereon, and all other amounts payable under the Operative Documents in connection therewith); (iii) the possession by the Lessor or any of its agents of notes and such other items of property as constitute instruments, money, negotiable documents or chattel paper shall be deemed to be "possession by the secured party" for purposes of perfecting the security interest pursuant to Section 9-305 of the Uniform Commercial Code; and (iv) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from financial intermediaries, bankers or agents (as applicable) of the Lessee shall be deemed to have been given for the purpose of perfecting such security interest under Applicable Law.

(c) Notwithstanding any other provision herein, each Lender has agreed pursuant to the Loan Agreement that it shall not, without the written consent of the Majority Lenders and all of the Lessors, take any action, or otherwise request that any action be taken, to enforce the lien of the Master Lease, any Lease Supplement (including this Lease Supplement), the Lessor Mortgage, the Assignment of Lease, Rent and Construction Agency Agreement or the Construction Agency Agreement Assignment, including without limitation, (A) any action (statutory or otherwise) relating to a sale under power of sale, (B) accepting a deed-in-lieu of foreclosure or otherwise taking title to, or authorizing the conveyance of, any Property or any portion thereof, (C) appointing a receiver or taking any other action to obtain possession or control of any Property or any portion thereof, or (D) commencing or participating in any foreclosure procedure.

(d) Pursuant to the Loan Agreement, the Administrative Agent and each Tranche A Lender have covenanted and agreed, for the benefit of the Lessor, each Tranche B Lender and each Certificate Holder, that, to the extent and in the manner set forth in the Loan Agreement and notwithstanding any other provision of the Loan Agreement, in the event that a Lease Event of Default shall have occurred and be continuing, the rights of the Tranche A Lenders with respect to amounts received by the Lessor or by the Administrative Agent in connection with (i) the sale of all or any part of any one or more Properties (including, without limitation, the Subject Property) or (ii) any subleases affecting the Properties (including, without limitation, the Subject Property) or any rents, issues or profits accruing thereunder, shall be subordinate and subject in right to the prior payment in full in cash of the Participate Balance of each Tranche B Lender and Certificate Holder.

6. Grant; Power of Sale. To secure the full, timely and proper payment and performance of the Obligations, Lessee hereby pledges, grants, bargains, sells, conveys, assigns, warrants, transfers and sets over to the Deed of Trust Trustee, and to any successor trustee, in trust for the benefit of the Certificate Holders and the Lenders estate therein) WITH POWER OF SALE to the extent permitted by law; (i) all of Lessee's right, title and interest, if any, in the Subject Property, and (ii) all of the Lessee's right, title and interest in and to all proceeds of the conversion, whether voluntary or involuntary, if any of the Subject Property into cash or other liquid claims, including, without limitation, all awards, payments or proceeds, including interest thereon, and the right to receive the same, which may be made as a result of casualty, any exercise of the right of eminent domain or deed in lieu thereof, the alteration of the grade of any street and any injury to or decrease in the value thereof (collectively, the "Mortgaged Property").

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto, subject however to Permitted Property Liens, unto the Deed of Trust Trustee, its successors and assigns, IN TRUST forever, for the uses and purposes herein expressed, but not otherwise.

In the event that a Lease Event of Default shall have occurred and be continuing, and at the request of the Lessor, the Deed of Trust Trustee shall have the power and authority, to the extent provided by law, to sell the Mortgaged Property at public outcry to the highest bidder for cash. Sale of the Mortgaged Property shall be advertised for three consecutive weeks preceding the sale in a newspaper published in the county where the Real Estate is situated, or if none is so published, then in some newspaper having a general circulation therein, and by

posting a notice for the same time at the courthouse of the same county. The notice and advertisement shall disclose the names of the Grantor in this Deed of Trust. Grantor waives the provisions of Section 89-1-55 of the Mississippi Code of 1972 as amended, if any, as far as this section restricts the right of Trustee to offer at sale more than 160 acres at a time, and Trustee may offer the property herein conveyed as a whole, regardless of how it is described. If the Real Estate is situated in two or more counties, or in two judicial districts of the same county, Trustee shall have full power to select in which county, or judicial district, the sale of the Mortgaged Property is to be made, newspaper advertisement published and notice of sale posted, and Trustee's selection shall be binding upon Grantor and Beneficiary. Any officer of Beneficiary may declare Grantor to be in default and request Trustee to sell the Mortgaged Property. The Beneficiary shall have the same right to purchase the Mortgaged Property at the foreclosure sale as would a purchaser who is not a party to this Deed of Trust.

In the event that a Lease Event of Default shall have occurred and be continuing, the Lessor, in lieu of or in addition to exercising any power of sale hereinabove given, may proceed by a suit or suits in equity or at law, whether for a foreclosure hereunder, or for the sale of the Mortgaged Property or against the Lessee on a recourse basis for the Lease Balance, or for the specific performance of any covenant or agreement contained herein or in the Master Lease or any other Lease or in aid of the execution of any power granted herein or in the Master Lease or in any other Lease, or for the appointment of a receiver pending any foreclosure hereunder or the sale of the Mortgaged Property, or for the enforcement of any other appropriate legal or equitable remedy. Lessee shall have all rights available to a Mortgagor under the laws of the jurisdiction in which the Mortgaged Property is located.

7. Ratification. The terms and provisions of the Master Lease are hereby ratified and confirmed and remain in full force and effect. In the event of any conflict between the terms of the Master Lease and the terms of this Lease Supplement, the terms of the Master Lease shall control except for the grant of the security interest created by the deed of trust provisions in this Lease Supplement for which the Lease Supplement shall control.

8. GOVERNING LAW. THE MASTER LEASE AND THIS LEASE SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, EXCEPT AS TO MATTERS RELATING TO THE CREATION OF THE LEASEHOLD ESTATES AND LIENS THEREUNDER AND THE EXERCISE OF RIGHTS AND REMEDIES WITH RESPECT THERETO, WHICH SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE IN WHICH THE SUBJECT PROPERTY IS LOCATED. WITHOUT LIMITING THE FOREGOING, IN THE EVENT THAT THE MASTER LEASE AND THIS LEASE SUPPLEMENT ARE DEEMED TO CONSTITUTE A FINANCING, WHICH IS THE INTENTION OF THE PARTIES, THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, SHALL GOVERN THE CREATION, TERMS AND PROVISIONS OF THE INDEBTEDNESS EVIDENCED THEREBY, BUT THE LIEN CREATED THEREBY AND HEREBY AND THE CREATION AND THE ENFORCEMENT OF SAID LIEN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE IN WHICH THE SUBJECT PROPERTY IS LOCATED.

9. Counterpart Execution. This Lease Supplement may be executed in any number of counterparts and by each of the parties hereto in separate counterparts, all such counterparts together constituting but one and the same instrument.

10. Future Advances. In the event a court of competent jurisdiction rules that this instrument constitutes a mortgage, deed of trust or other secured financing as is the intent of the parties pursuant to Section 5 hereof, then this instrument will be deemed given to secure not only existing financing, but also future advances of up FORTY-EIGHT MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$48,500,000.00), made pursuant to or as provided in the Master Lease, for the matters described in Section 5, whether such advances are obligatory or to be made at the option of the Participants, or otherwise, to the same extent as if such future advances were made on the date of execution of this instrument, although there may be no advance made at the time of execution hereof, and although there may be no financing outstanding at the time any advance is made. To the fullest extent permitted by law, the lien of this instrument shall be valid as to all such amounts, including all future advances, from the time this instrument is recorded. Nothing contained herein shall be deemed an obligation to make future advances to the Lessee.

11. Successor Deed of Trust Trustee. Deed of Trust Trustee may resign by the giving of notice of such resignation in writing to Lessor. If the Deed of Trust Trustee shall die, resign or become disqualified from acting in the execution of this trust or shall fail or refuse to execute the same when requested by Lessor so to do, or if, for any reason with or without cause, Lessor shall prefer to appoint a substitute trustee to act instead of the aforementioned Deed of Trust Trustee, Lessor shall have the full power to appoint a substitute trustee and, if preferred, several substitute trustees in succession who shall succeed to all the estate, rights, powers and duties of the aforementioned Deed of Trust Trustee. Such appointment may be executed by an authorized officer or agent of Lessor and such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the Lessor.

12. Fixtures. This Lease Supplement shall constitute a "fixture filing" for all purposes of Section 75-9-402(6) of the Mississippi Code of 1972, as amended. All or part of the Subject Property is or is to become fixtures. Information concerning the security interest herein granted may be obtained at the addresses as set forth in the preamble of this Lease Supplement. The address of the "secured party" is the address set forth for the Lessor in the preamble of this Lease Supplement and the address of the "debtor" is the address set forth for the Lessee in the preamble of this Lease Supplement.

[THE REMAINDER OF THIS PAGE HAS BEEN
INTENTIONALLY LEFT BLANK.]

P Book 87 Pg 331

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Lease Supplement as of the date first above written.

LESSEE:

BRINKER INTERNATIONAL, INC.,
as Lessee

By: _____
Name: _____
Title: _____

LESSOR:

BRINKER REAL ESTATE TRUST 1999-1,
as Lessor

By: FIRST SECURITY BANK, N.A., not in its
individual capacity, but solely as the sole
Owner Trustee

By: Val T. Orion
Name: Val T. Orion
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF DALLAS

On the ____ day of _____, 2000, before me, the undersigned authority in and for said county and state, personally appeared _____ personally known and acknowledged himself/herself to me (or proved to me on the basis of satisfactory evidence) to be the (Vice) President of Brinker International, Inc., (hereinafter, the "Corporation"), and that as such officer, being first duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, for and on behalf of the Corporation, as his/her free and voluntary act and deed and as the free and voluntary act and deed of the Corporation.

NOTARY PUBLIC

My Commission Expires:

P Book 87 Pg 333

ACKNOWLEDGMENT

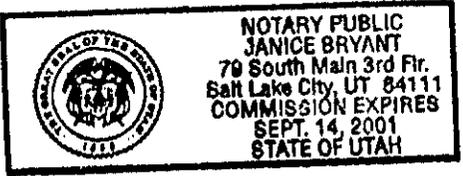
STATE OF Utah

COUNTY OF Salt Lake

On the 13th day of October, 2000, before me, the undersigned authority in and for said county and state, personally appeared Val T. Orton personally known and acknowledged himself/herself to me (or proved to me on the basis of satisfactory evidence) to be the (Vice) President of First Security Bank, N.A., (hereinafter, the "Owner Trustee"), which said Owner Trustee is the owner trustee of Brinker Real Estate Trust 1999-1 (the "Trust") and that as such officer, being first duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, for and on behalf of the Owner Trustee in its representative capacity by himself/herself in their authorized capacities as such officer as his/her free and voluntary act and deed and the free and voluntary act and deed of said Owner Trustee and Trust.

[Signature]
NOTARY PUBLIC

My Commission Expires:



SCHEDULE I

SUBJECT LAND

Final Plat of Lot 6 The Crossings At Olive Branch, Filed for Record In Plat
Book 73 Pages 1, DeSoto County, Mississippi, more
particularly described as follows:

Beginning at the SW corner of Lot 5 The Crossings at Olive Branch (not recorded);
located in Section 29 Township 1 South Range 6 West; thence, N 40°01'54" E a
distance of 345.27' to a point; thence N 87°45'30" W a distance of 291.77' to a point;
thence, S 41°14'19" W a distance of 161.03' to a point; thence, around a curve to the left
through a central angle of 02°41'15" an arc distance of 234.05' a chord bearing of S
48°37'30" E a distance of 234.03' to the point of beginning containing 58863.1657
square feet or 1.35 acres more or less. Subject to all rights of way, easements of record
and subdivision regulations in effect for the City of Olive Branch, Mississippi.

P Book 87 Pg 335

SCHEDULE II

IMPROVEMENTS ON SUBJECT LAND

NONE

Description of Property

Final Plat of Lot 6 The Crossings At Olive Branch, Filed for Record In Plat
Book 73 Pages 1, DeSoto County, Mississippi, more
particularly described as follows:

Beginning at the SW corner of Lot 6 The Crossings at Olive Branch (not recorded);
located in Section 29 Township 1 South Range 8 West; thence, N 40°01'54" E a
distance of 345.27' to a point; thence N 87°45'30" W a distance of 291.77' to a point;
thence, S 41°14'19" W a distance of 161.03' to a point; thence, around a curve to the left
through a central angle of 02°41'15" an arc distance of 234.05' a chord bearing of S
48°37'30" E a distance of 234.03' to the point of beginning containing 58863.1657
square feet or 1.35 acres more or less. Subject to all rights of way, easements of record
and subdivision regulations in effect for the City of Olive Branch, Mississippi.

SCHEDULE 3

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

ATTN: _____

INSTRUCTIONS TO COUNTY RECORDER:

Index this instrument as (i)
a Construction Deed of Trust;
and (ii) a Fixture Filing

ASSIGNMENT OF LEASE, RENT AND CONSTRUCTION AGENCY AGREEMENT

dated as of September 29, 1999

from

BRINKER REAL ESTATE TRUST 1999-1,
as Lessor

as ASSIGNOR

to

BANK OF AMERICA LEASING AND CAPITAL GROUP,
as Administrative Agent for the Lenders,

as ASSIGNEE.

Lease Financing of Restaurant
for
Brinker International, Inc.

TABLE OF CONTENT

	<u>Page</u>
1. Defined Terms	2
2. Assignment	2
3. Receipt of Rents	5
4. Irrevocability; Supplemental Instruments	5
5. Validity	5
6. The Lessor Remains Liable	6
7. Amendments; Consent of Lessees	6
8. Termination of this Assignment	7
9. Ongoing Right to Collect Rents; Receivers	7
10. Amendment to this Assignment	7
11. Notices	7
12. Successors and Assigns	8
13. Severability	8
14. Governing Law	8
15. Counterparts	8
16. Conflicts	9
17. Liens and Security Interests	9
EXHIBIT A-1	A-1

ASSIGNMENT OF LEASE, RENT AND
CONSTRUCTION AGENCY AGREEMENT

THIS ASSIGNMENT OF LEASE AND RENT, dated as of September 29, 1999 (this "Assignment"), made by BRINKER REAL ESTATE TRUST 1999-1, as Lessor (as defined in Appendix A to the Participation Agreement referred to below), in favor of BANK OF AMERICA LEASING AND CAPITAL GROUP, as administrative agent (in such capacity, the "Administrative Agent") for the Lenders under the Loan Agreement referred to below (together with their respective successors and assigns, the "Lenders"),

WITNESSETH:

WHEREAS, pursuant to the Participation Agreement dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the "Participation Agreement"), among the Lessee, Construction Agent, Guarantor, Lenders, Certificate Holders, Administrative Agent, Lessor, Owner Trustee, Arranger and Co-Arranger, the Lessor has agreed to finance the acquisition and, with respect to each Property that is not an Improved Property, the construction of the Properties;

WHEREAS, pursuant to the Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), among the Lessor, the Lenders and the Administrative Agent, the Lenders have severally agreed to make Loans to the Lessor in an aggregate amount not to exceed the aggregate Commitments of the Lenders, upon the terms and subject to the conditions set forth in the Loan Agreement and the Participation Agreement, to be evidenced by the Notes issued by the Lessor under the Loan Agreement;

WHEREAS, it is a condition, among others, to the obligation of the Lenders to make their respective Loans to the Lessor under the Loan Agreement that the Lessor shall have executed and delivered, and the Lessee shall have consented to, this Assignment to the Administrative Agent for the benefit of the Lenders; and

WHEREAS, in order further to secure payment of all the amounts owing to the Lenders under the Loan Agreement, the Notes and the other Operative Documents, the Lessor has agreed to enter into, execute, and deliver this Assignment;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

Assignment of Lease, Rent And Construction Agency Agreement

1. Defined Terms. Capitalized terms used but not otherwise defined in this Assignment shall have the respective meanings specified in Appendix A to the Participation Agreement; and the rules of interpretation set forth in such Appendix A shall apply to this Assignment.

2. Assignment. To secure its obligations under the Loan Agreement, the Lessor hereby assigns, transfers, sets over and conveys to the Administrative Agent for the ratable benefit of the Lenders, all the following described property relating to or arising in connection with the Properties (including, without limitation, each Property described in a Supplement to this Assignment, as delivered from time to time in the form attached hereto as Exhibit A), whether now owned or held or hereafter acquired:

(a) except as hereinafter provided, all of the estate, right, title, interest, benefits, powers and privileges of the Lessor under the Master Lease, the Lease Supplements (the Master Lease and Lease Supplements are hereinafter referred to collectively as the "Lease Documents"), the Construction Agency Agreement, the Construction Agency Agreement Supplements and the Construction Documents (the Construction Agency Agreement, the Construction Agency Agreement Supplements and the Construction Documents are hereinafter referred to collectively as the "CAA Documents" and, collectively with the Lease Documents, the "Assigned Agreements") including:

(i) the immediate and continuing right to make claim for, receive, collect and receipt for all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, sales proceeds and other sums payable to or receivable by the Lessor under the Assigned Agreements, or pursuant to any provisions thereof, whether as rent or as the purchase price or termination payment for any interest in any Property or otherwise (including, without limitation, the Loan Balance, the Participant Balances, the Certificate Holder Balance, the Lease Balance, the Property Balances and any sales proceeds payable to the Lessor pursuant to the Assigned Agreements) (collectively, the "Lease Rents"), including all cash, securities or letters of credit delivered or deposited pursuant thereto to secure performance by the Lessee of its obligations thereunder, any interest of Lessor in the Account,

(ii) the right and power (which right and power are coupled with an interest) upon the purchase by the Lessee of the interest of the Lessor in any

Assignment of Lease, Rent And Construction Agency Agreement

Property in accordance with the Assigned Agreements to execute and deliver as irrevocable agent and attorney-in-fact of the Lessor an appropriate instrument necessary to convey the interest of the Lessor therein, or to pay over or assign to the Lessee those sums to which it is entitled if the Lessee or the Lessee becomes obligated to purchase the interest of the Lessor in any Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance,

(iii) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase or conveyance referred to in clause (ii) above,

(iv) the right (subject to the consent of Required Lenders), on a non-exclusive basis, to declare the Master Lease, any Lease Supplement or the Construction Agency Agreement to be in default,

(v) subject to the terms of the Operative Documents and to the consent of the Required Participants, the right to exercise remedies under or with respect to any Assigned Agreements (including, without limitation, all foreclosure rights and power of sale rights),

(vi) subject to the consent of the Lessor, the right to give or make all consents, waivers and releases on behalf of the Lessor under the Assigned Agreements provided for or permitted under any Assigned Agreements,

(vii) the right, on a non-exclusive basis, to give all notices (other than notices described in any other subclause of this clause (a)) provided under the Assigned Agreements,

(viii) the right to give all notices of default and, subject to the consent of the Lessor, to take all action upon the happening of a Default or an Event of Default under any Assigned Agreements, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Assigned Agreements, or by law or in equity,

(ix) the right, on a non-exclusive basis, to receive all notices sent to the Lessor under any Assigned Agreements,

Assignment of Lease, Rent And Construction Agency Agreement

(x) the Lessor's interest under any Assigned Agreements in the Lessee's tangible and intangible property used or arising in connection with any Property, including permits, licenses, contract rights and prepaid expenses, and

(xi) the right, on a non-exclusive basis, to do any and all other things whatsoever which the Lessor is or may be entitled to do under any Assigned Agreements;

provided, however, that the Lessor shall exclusively retain, and the Lease Rents shall in no event include, any Excepted Payments due and payable to the Lessor; provided, further, that the Lessor shall retain and share with the Administrative Agent those rights contained in subclauses (iv), (v), (vii), (ix) and (xi) (collectively, the "Shared Rights");

(b) all of the estate, right, title, interest, benefits, powers and privileges of the Lessor, to and under all agreements or contracts for the sale or other disposition of all or any part of any Property, now or hereafter entered into by the Lessor (collectively, the "Contracts"), together with all estate, right, title, interest, benefits, powers and privileges of the Lessor under the Contracts including, without limitation, the immediate and continuing right subject to the consent of the Lessor, to make claim for, receive, collect and receipt for all charges, fees, income, issues, profits, receipts, rents, revenues or royalties payable under any of the Contracts (collectively, the "Contract Rents" and, together with the Lease Rents, the "Rents") and all right, title and interest of the Lessor thereunder, including all cash, securities or letters of credit deposited thereunder to secure performance by the obligors of their obligations thereunder; provided, however, that the Lessor shall exclusively retain, and the Contract Rents shall in no event include, any Excepted Payments due and payable to the Lessor; and

(c) all of the right, title and interest of the Lessor in and to all claims and rights to the payment of money at any time arising in connection with any repudiation, rejection or breach of any of the Assigned Agreements by the Lessee or a trustee or receiver of the Lessee under any insolvency statute, law or regulation, including, without limitation, all rights to recover damages arising out of such breach or rejection, all rights to charges payable by the Lessee or such trustee or, receiver in respect of any Property or any portions thereof following rejection, repudiation or disaffirmance of any Lease or following the entry of an order for relief under any insolvency statute, law or regulation in respect of the Lessee and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief.

P Book 87 pg 342

Assignment of Lease, Rent And Construction Agency Agreement

Notwithstanding the foregoing provisions of this Section 2, (i) the assignment contained herein shall in no event include any amounts received by the Certificate Holders or otherwise paid or payable to the Certificate Holders with respect to Certificate Holder Amounts or Yield thereon, (ii) for so long as this assignment is in effect, neither the Lessor, the Administrative Agent nor the Lenders shall be entitled to exercise any remedies hereunder, or under any , undertake completion of the construction of any Property, directly enforce the provisions of any CAA Document, or take any action with respect to the Lease Rents or the Contract Rents except, in each case, with the consent of the Required Participants, and (iii) the Lessor shall no longer exclusively retain or share with the Administrative Agent those rights as retained or shared under this Section 2 if a Loan Agreement Event of Default not arising as a result of a Lease Event of Default shall have occurred and be continuing. Any attempt by the Administrative Agent or any Lender to exercise remedies or take any other action in contravention of the previous sentence shall be null and void.

3. Receipt of Rents. The Lessor hereby acknowledges and agrees that the Administrative Agent will hold the Rents for the benefit of each of the Lenders and each of the Certificate Holders, and the Administrative Agent will distribute the Rents in accordance with Article VII of the Participation Agreement.

4. Irrevocability; Supplemental Instruments. The Lessor agrees that this Assignment is irrevocable and that it will not take any action as lessor under the Lease or otherwise which is inconsistent with this Assignment and that any action, assignment, designation or direction inconsistent herewith shall be void. The Lessor will execute and deliver from time to time all instruments of further assurance and do such further acts as may be necessary or proper to carry out more effectively the purpose of this Assignment.

5. Validity. The Lessor represents and warrants (on a continuing basis) and covenants to the Administrative Agent, for the benefit of the Lenders that (a) the Lessor has not assigned or executed any assignment of, and will not assign or execute any assignment of, its interest in any of the Assigned Agreements, in any Contract, in any Rents or in any other subject matter of this Assignment to anyone other than the Administrative Agent and any assignment, designation or direction by the Lessor inconsistent herewith shall be void, and (b) the Lessor has not done any act or executed any document that impairs the rights of the Administrative Agent to the Assigned Agreements or the Rents under this Assignment.

6. The Lessor Remains Liable. While the assignment made hereby is present, direct and continuing, it has been made for the purpose of providing the Lenders with security for the

Assignment of Lease, Rent And Construction Agency Agreement

performance of the obligations of the Lessor under the Loan Agreement and the Notes and the execution and delivery hereof shall not impair or diminish in any way the obligations of the Lessor under the Assigned Agreements, or impose any of such obligations on the Administrative Agent or any Lender. This Assignment shall not operate to cause the Administrative Agent or any Lender to be regarded as a mortgagee in possession. Neither the Administrative Agent nor any Lender shall be responsible or liable for performing any of the obligations of the Lessor under any of the Assigned Agreements or any Contract, for any waste by the Lessee or any other Person, for any dangerous or defective conditions of any Property, for negligence in the management, upkeep, repair or control of any Property or any other act or omission by any other Person. Nothing contained herein shall operate or be construed to (a) obligate the Administrative Agent or any Lender to assume the obligations of the Lessor under any of the Assigned Agreements or any Contract, to perform any of the terms and conditions contained in any of the Assigned Agreements or any Contract or otherwise to impose any obligation upon the Administrative Agent or any Lender with respect to any of the Assigned Agreements or any Contract or (b) place upon the Administrative Agent or any Lender any responsibility for the operation, control, care, management or repair of any Property or any part thereof. Subject at all times to the terms and conditions of this Assignment, the Lessor will at all times promptly and faithfully perform in all respects, or cause to be performed in all respects, all of its covenants, conditions and agreements contained in the Assigned Agreements or any Contract now or hereafter existing on the part of the Lessor to be kept and performed; provided, however, that the parties hereto agree that the Lessor shall have any personal liability whatsoever to the Administrative Agent or any Lender or any of their respective successors and assigns for any claim based on or in respect of this Assignment or any of the other Operative Documents or arising in any way from the transactions contemplated hereby.

7. Amendments; Consent of Lessees. The Lessor will not enter into any agreement subordinating, amending, extending or terminating any of the Assigned Agreements except as provided in Section 16.5 of the Participation Agreement, and any such attempted subordination, amendment, modification, extension or termination without compliance with such Section 16.5 shall be void. If any of the Assigned Agreements or any Contract shall be amended, it shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto.

8. Termination of this Assignment. This Assignment shall continue in full force and effect until all obligations, liabilities and indebtedness of any kind now or hereafter due to the Lenders from the Lessor or the Lessee under or with respect to the Loan Agreement or any of the other Operative Documents, or which are otherwise secured hereby, whether now existing or

Assignment of Lease, Rent And Construction Agency Agreement

hereafter arising or incurred, have been fully paid, performed and satisfied, at which time this Assignment will terminate.

9. Ongoing Right to Collect Rents; Receivers. If notwithstanding the terms of this Assignment, a petition or order for sequestration of rents, or the appointment of a receiver or some similar judicial action or order is deemed required under applicable state law to allow the Administrative Agent to continue to collect the moneys described in Sections 2(a), (b) and (c) of this Assignment, then it is agreed by the Lessor that any proof of claim or similar document filed by the Administrative Agent in connection with the breach or rejection of any Lease by the Lessee or the trustee of the Lessee under any federal or state insolvency statute shall for the purpose of perfecting the Administrative Agent's rights conferred in said paragraphs be deemed to constitute action required under such state law. Upon the occurrence and during the continuance of a Loan Agreement Event of Default (not existing solely by virtue of a Lease Event of Default), the Lessor hereby consents to the appointment of a receiver for any or all of the Properties as a matter of right and without any requirement for notice to the Lessor and without regard to the solvency of the Lessor or to the collateral that may be available for the satisfaction of the Notes and all other obligations under the Loan Agreement and the other Operative Documents.

10. Amendment to this Assignment. This Assignment may not be amended or otherwise modified except by a writing signed by all of the Lessor and the Administrative Agent and, if required by Section 16.5 of the Participation Agreement, signed by the Lessee, in accordance with the terms of the Participation Agreement.

11. Notices. All notices, demands, requests, consents, approvals and other instruments under this Assignment shall be made in accordance with Section 16.3 of the Participation Agreement.

12. Successors and Assigns. All covenants, agreements, representations and warranties in this Assignment by the Lessor and the Administrative Agent shall bind, and shall inure to the benefit of and be enforceable by, their respective successors and assigns, whether or not so expressed. For purposes of completing the construction of the Properties after a Loan Agreement Event of Default arising from a Lease Event of Default under Section 16.1(a), (b), (h), or (i) of the Master Lease shall have occurred and be continuing, the Lenders may, subject to Article V of the Loan Agreement, further assign their right, title and interest in the CAA Documents without the consent of any Lessor or the Lessee, and upon exercise by such assignee of its rights to complete the construction pursuant hereto, only such assignee and not the

Assignment of Lease, Rent And Construction Agency Agreement

Administrative Agent or any Lender shall become liable to pay or perform the obligations of the Lessors under the Construction Agency Agreement or any Construction Document.

13. Severability. If any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law of competent jurisdiction to be in violation of any local, state or Federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties hereto that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interests of the Lessor, the Lenders and the Lessee under the remainder of this Assignment shall continue in full force and effect.

14. Governing Law. **THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF EACH PARTY TO THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (EXCLUDING ANY CONFLICT-OF-LAW OR CHOICE-OF-LAW RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE INTERNAL LAWS OF ANY OTHER JURISDICTION) AS TO ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE.**

15. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

16. Conflicts. In the event of any conflicts between the terms and provisions hereof and the terms and provisions of the other Operative Documents, the terms and provisions of the other Operative Documents shall be controlling.

17. Liens and Security Interests. The Lessor further intends and agrees that, for the purpose of securing the payment of all the amounts owing to the Lenders under the Operative Documents, (i) this Assignment shall also be deemed to be a security agreement and financing statement within the meaning of Article 9 of the Uniform Commercial Code; (ii) the assignment provided for in Section 2 shall be deemed to be a grant by the Lessor to the Administrative Agent for the benefit of the Lenders of, and the Lessor does hereby grant to the Administrative

Assignment of Lease, Rent And Construction Agency Agreement

Agent for the benefit of the Lenders, a security interest in all of the right, title and interest of the Lessor in and to the items described in Section 2 to the Administrative Agent for the benefit of the Lenders to secure all Loans advanced by the Lenders, together with interest thereon, and all other amounts payable under the Operative Documents in connection therewith; (iii) the possession by the Administrative Agent or any of its agents of notes and such other items of property as constitute instruments, money, negotiable documents or chattel paper shall be deemed to be "possession by the secured party" for purposes of perfecting the security interest pursuant to Section 9-305 of the Uniform Commercial Code; and (iv) notifications to Persons holding such property, and acknowledgments, receipts or confirmations from financial intermediaries, bankers or agents (as applicable) of the Lessor shall be deemed to have been given for the purpose of perfecting such security interest under any Requirement of Law. The Lessor, Lessee and the Lessee shall, to the extent consistent with the Operative Documents, take such actions and execute, deliver, file and record such other documents, financing statements, mortgages and deeds of trust as may be necessary to ensure that, if this Assignment was deemed to create a security interest in the items described in Section 2 in accordance with this Section, such security interest would be deemed to be a perfected security interest and will be maintained as such throughout the Lease Term.

P. Book 87 pg 346

IN WITNESS WHEREOF, the Lessor has caused this Assignment to be duly executed as of the day and year first above written.

Witness:

BRINKER REAL ESTATE TRUST COMPANY
1999-1, as Lessor

By: FIRST SECURITY BANK, N.A., not in its
individual capacity but solely as Owner
Trustee

Carl J. Mathis
print name: Carl J. Mathis

Greg A. Hawley
print name: Greg A. Hawley

By Val T. Orton
Name: Val T. Orton
Title: Vice President

Acknowledged and accepted this
__ day of ____, 1999

BANK OF AMERICA LEASING
AND CAPITAL GROUP

Witness:

By _____
Name:
Title:

print name: _____

print name: _____

P Book 87 Pg 347

IN WITNESS WHEREOF, the Lessor has caused this Assignment to be duly executed as of the day and year first above written.

Witness: BRINKER REAL ESTATE TRUST COMPANY
1999-1, as Lessor

By: FIRST SECURITY BANK, N.A., not in its individual capacity but solely as Owner
Trustee

print name: _____

print name: _____

By _____
Name:
Title:

Acknowledged and accepted this
__ day of _____, 1999

BANK OF AMERICA LEASING
AND CAPITAL GROUP

Witness:
Beth Shepley
print name: Beth Shepley

By RHG
Name: Raymond H. Griffin
Title: Principal

print name: _____

P. Book 87 Pg 348

Consent of Lessee to Assignment of Lease, Rent and Construction Agency Agreement

CONSENT AND ACKNOWLEDGMENT BY LESSEE

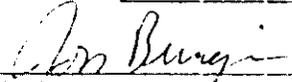
The undersigned hereby acknowledges receipt of a counterpart original of, and consent to, the foregoing Assignment of Lease, Rent and Construction Agency Agreement dated as of September 29, 1999.

The foregoing is furnished for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the undersigned, and the undersigned understand and intend that the Administrative Agent and the Lenders will rely on the foregoing and that the undersigned will be legally bound by the foregoing. This Consent and Acknowledgment shall inure to the benefit of the Administrative Agent, the Lenders and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Consent and Acknowledgment as of September 29, 1999, pursuant to proper authority duly granted.

Witness:


print name: Gloria Holland


print name: Jon Burgin

LESSEE:

BRINKER INTERNATIONAL INC.

By 
Name: Charles M. Sonstebj
Title: Senior V.P. of Finance

P Book 87 pg 349

EXHIBIT A-1
TO ASSIGNMENT OF LEASE AND RENT
[APPROPRIATE STATE FORM TO BE ATTACHED]