

**WHEN RECORDED MAIL TO:**

**FIDELITY NATIONAL TITLE CO – NCS DIV  
ONE EAST WASHINGTON STREET, SUITE 450  
PHOENIX, AZ 85004  
ATTN: KELLI VOS  
(602)343-7572**

**ESCROW NO. Z1724830-KJV – MASTER FILE NO. Z1725814**

**DO NOT REMOVE THIS COVER SHEET. IT IS NOW PART OF THE RECORDED DOCUMENT.**

**DOCUMENT TO BE RECORDED:**

**MEMORANDUM OF LEASE**



20180307000073830 1/6 \$1061.50  
Shelby Cnty Judge of Probate, AL  
03/07/2018 11:14:10 AM FILED/CERT

Shelby County, AL 03/07/2018  
State of Alabama  
Deed Tax: \$1031.50

THIS INSTRUMENT WAS PREPARED  
BY:

Matthew D. Moore, Esq.  
Smith, Gambrell & Russell, LLP  
Promenade, Suite 3100  
1230 Peachtree Street, NE  
Atlanta, GA 30309

THIS INSTRUMENT SHOULD BE RETURNED TO:  
Fidelity National Title  
National Commercial Services  
One East Washington St., Suite 450  
Phoenix, AZ 85004



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### MEMORANDUM OF LEASE

STATE OF ALABAMA

COUNTY OF SHELBY

### MEMORANDUM OF LEASE

18 THIS MEMORANDUM OF LEASE (this "**Memorandum**") is made and entered into as of the day of December, 2017, by and between **NRD RT 30 LLC**, a Delaware limited liability company ("**Landlord**"), whose mailing address is 4170 Ashford Dunwoody Road, Suite 390, Atlanta, Georgia 30319, and **RUBY TUESDAY, INC.**, a Georgia corporation ("**Tenant**"), whose mailing address is 333 East Broadway Ave., Maryville, TN 37804, Attn: Director of Real Estate.

### WITNESSETH:

WHEREAS, Landlord and Tenant have executed and delivered a Unitary Master Lease Agreement dated December 21, 2017 (the "**Lease**") pursuant to which Landlord leased to Tenant those certain tracts or parcels of land lying and being in Shelby County, Alabama as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Premises**"); and


WHEREAS, Landlord and Tenant desire to evidence of record the existence of the Lease.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid by the parties, one to the other, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Recitals and Defined Terms. The recitals set forth above are incorporated in and made a part of this Memorandum. All capitalized terms used in this Memorandum which are not defined herein shall have the meanings for such terms as are set forth in the Lease.
2. Term. The Term of the Lease shall be for twenty (20) Lease Years (as defined in the Lease), commencing on December 21, 2017 and expiring at 11:59 p.m. on the last day of the twentieth (20<sup>th</sup>) Lease Year.
3. Renewal Options. The Lease grants Tenant four (4) options to extend the Term of the Lease for additional periods of five (5) years each.

4. Right of First Offer. The Lease grants Tenant a right of first offer to purchase the Premises as more particularly described in the Lease.
5. Possession. Landlord has delivered possession of the Premises to Tenant and Tenant has accepted delivery and taken possession of the Premises from Landlord.
6. Liens on Landlord's Interest Prohibited. By the terms of the Lease, Landlord's interest in the Premises may not be subjected to liens of any nature by reason of Tenant's construction, alteration, repair, restoration, replacement or reconstruction of any improvements on or in the Premises, including those arising in connection with or as an incident to the renovation of the improvements located on the Premises, or by reason of any other act or omission of Tenant (or of any person claiming by, through or under Tenant) including, but not limited to, mechanics' and materialmen's liens. Accordingly, all persons dealing with Tenant are hereby placed on notice that such persons shall not look to Landlord or to Landlord's credit or assets (including Landlord's interest in the Premises) for payment or satisfaction of any obligations incurred in connection with the construction, alteration, repair, restoration, renovation, replacement or reconstruction thereof by or on behalf of Tenant. Tenant has no power, right or authority to subject Landlord's interest in the Premises to any mechanic's or materialmen's lien or claim of lien.
7. Subordination and Attornment. The Lease specifically provides that, pursuant to the terms of Section 15.1, the Lease and Tenant's leasehold interest in and to the Premises will be junior, inferior, subordinate and subject in all respects to any voluntary mortgage or mortgages now or hereafter in force and effect upon or encumbering the Premises or any portion thereof. Subject to certain terms and conditions stated in the Lease, Tenant shall, and has agreed to, attorn to any successor of the interest of Landlord under the Lease, including the purchaser at any foreclosure sale occasioned by the foreclosure of any such mortgage or mortgages, for the balance of the Term of the Lease remaining at the time of the succession of such interest to such successor.
8. Termination of Lease. All rights of Tenant in the Premises shall terminate upon the expiration or earlier termination of the Lease upon the terms and conditions stated therein.
9. Purpose of Memorandum of Lease. All of the terms and provision of the Lease are incorporated in and made a part of this Memorandum as fully and completely as if set out in full herein. This Memorandum is for the purpose of recording a notification as to the existence of the Lease and of the rights created thereby, all of which are ratified and confirmed, but in no way modifies the express and particular provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.
10. Miscellaneous. This Memorandum shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns. This Memorandum may be executed in multiple counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Memorandum shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state or states in which the Premises are located without giving effect to any state's conflict of laws principles.

[Signatures begin on the next page]

  
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IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum to be duly executed as of the day and year first above written.

**"LANDLORD"**

**NRD RT 30 LLC,**  
a Delaware limited liability company

By: NRD Real Estate Ventures GP, LLC, its  
Manager

By:   
Name: Aziz Hashim  
Its: Manager

STATE OF GEORGIA )

COUNTY OF COBB )

I, Madina M. Scott, a Notary Public in and for said County in said State, hereby certify that Aziz Hashim, the Manager of NRD Real Estate Ventures GP, LLC, the Manager of **NRD RT 30 LLC**, a Delaware limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said company.


Given under my hand this 18<sup>th</sup> day of December, 2017.

(SEAL)

  
Notary Public, State of Georgia

My Commission Expires: \_\_\_\_\_



  
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[Signatures continued from the previous page.]

“TENANT”

**RUBY TUESDAY, INC.,**

a Georgia corporation

By: \_\_\_\_\_

Name: Aziz Hashim

Its: President

(CORPORATE SEAL)

STATE OF GEORGIA )

COUNTY OF COBB )

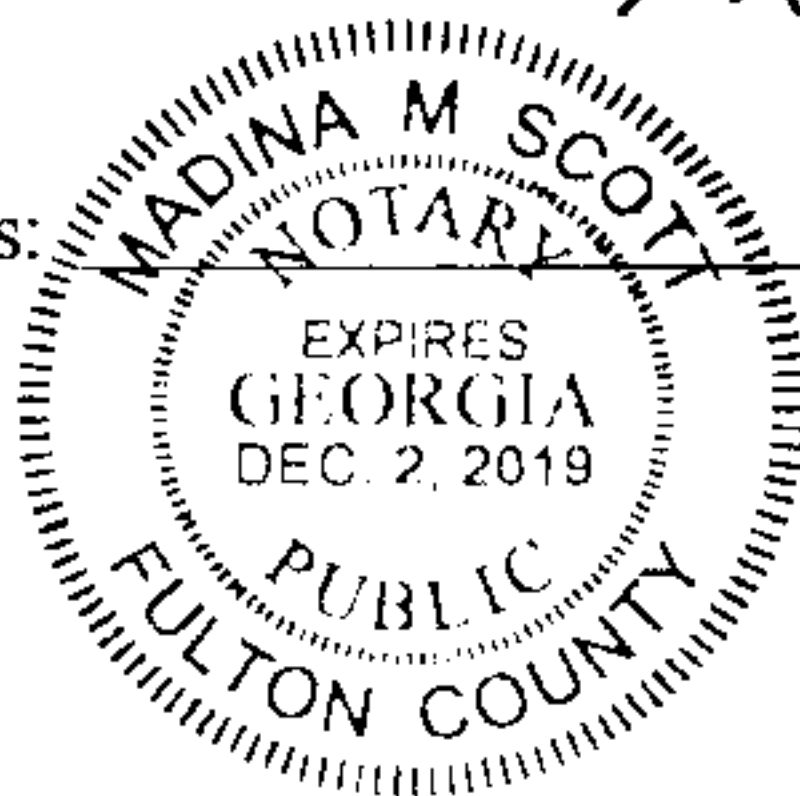
I, Madina M. Scott, a Notary Public in and for said County in said State, hereby certify that Aziz Hashim, the President of **RUBY TUESDAY, INC.**, a Georgia corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 18th day of December, 2017.

(SEAL)

Madina M. Scott  
Notary Public, State of Georgia

My Commission Expires:



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**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

PARCEL ONE:

Lot 13, according to the Final Plat of Colonial Promenade Alabaster Survey, as recorded in Map Book 35, Page 102A, in the Office of the Judge of Probate of Shelby County, Alabama.

PARCEL TWO:

TOGETHER WITH those rights and privileges granted in that certain Easement with Covenants and Restrictions affecting Land ("ECR") ' recorded in Instrument 20040507000243250 and First Amendment to Easements with Covenants and Restrictions affecting Land recorded in Instrument 20040507000243260, in the Probate Office of Shelby County, Alabama.

