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AGREEMNT 1/18

PREPARED BY & RETURN TO:  
Bradley Arant Boult Cummings LLP  
214 N. Tryon Street, Suite 3700  
Charlotte, North Carolina 28202

### SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement") made as of August 3, 2018, by and between CIBC BANK USA and its successors and assigns, as administrative agent ("Bank"), having an address at 120 S. LaSalle Street, Chicago, Illinois 60603, Attention: Brad Barton, and RUBY TUESDAY, INC. ("Tenant"), a Georgia corporation, having an address at 333 East Broadway Ave., Maryville, TN 37804, Attention: Director of Real Estate.

The Lenders (as defined below) have agreed to make available a loan (the "Loan") to ORION-NRD Ruby JV LLC, a Delaware limited liability company ("Landlord") pursuant to that certain Loan Agreement dated as of the date hereof by and among Landlord, as borrower, the lender party thereto from time to time (the "Lenders") and Bank, as administrative agent (as amended, modified or restated from time to time, the "Loan Agreement").

As security for the Loan made by the Lenders under the Loan Agreement, Landlord has given to Bank, for the benefit of the Lenders, those certain security instruments described on Exhibit B attached hereto (as amended, modified or restated from time to time, each, a "Mortgage" and, collectively, the "Mortgages"), which constitutes a first lien against the real property described on Exhibit A attached hereto and by this reference incorporated herein (the "Property").

Tenant has entered into that certain Unitary Master Lease Agreement dated December 21, 2017 between NRD RT 30 LLC and Tenant, as amended by that certain First Amendment to Lease Agreement dated April 30, 2018 and as assigned to Landlord pursuant to that certain Assignment and Assumption of Lease dated as of the date hereof (as further amended, modified or restated from time to time, the "Lease") covering all or a portion of the Property (the "Leased Premises"). As a condition to making the Loan to Landlord under the Loan Agreement, Bank and the Lenders have required that the Lease be subordinated to the Mortgages and that Tenant agree to attorn to the purchaser of the Property in the event of foreclosure of any of the Mortgages, or to Bank prior to foreclosure in the event Bank elects to collect the rents and other sums due and becoming due under the Lease, and Tenant is willing to so attorn if Bank will recognize Tenant's rights under the Lease as hereinafter provided.

Relying on the covenants, agreements, representations and warranties contained in this Agreement, Bank and Tenant agree as follows:

**Section 1. Subordination of Lease.** The Lease is and shall be subject and subordinate to the provisions and liens of the Mortgages and to all renewals, modifications, consolidations, replacements, and extensions thereof, to the full extent of the principal amount and other sums secured thereby and interest thereon; provided, however, that it is the intent of the parties that the subordination shall not apply to any intervening or third party liens. Further, nothing herein shall be deemed to subject Tenant's personal property to the lien of said Mortgages.

**Section 2. Attornment.** Tenant agrees that Tenant will attorn to and recognize: (i) Bank, whether as mortgagee in possession or otherwise; or (ii) any purchaser at a foreclosure sale under any Mortgage, or any transferee who acquires possession of or title to the Property, or any successors and assigns of such purchasers and/or transferees (each, a "Successor"), as its landlord for the unexpired balance (and any extensions, if exercised) of the term of the Lease upon the terms and conditions set forth therein. Such attornment shall be effective and self-operative without the execution of any further instruments by any party hereto; provided, however, that Tenant will, upon request by Bank or any Successor, execute a written agreement attorning to Bank or such Successor.

**Section 3. Non-Disturbance.** So long as Tenant complies with Tenant's obligations under this Agreement and is not in default under the Lease after any applicable grace, notice or cure period, Bank will not disturb Tenant's use, possession and enjoyment of the Leased Premises nor will Tenant's rights under the Lease be impaired, diminished, disturbed or interfered (except as provided in the paragraph entitled Tenant's Agreements below) in any foreclosure action, sale under a power of sale, transfer in lieu of the foregoing, or the exercise of any other remedy pursuant to any Mortgage and the Lease shall remain in full force and effect. Unless the jurisdiction in which the Leased Premises are situated require Bank to name Tenant as a necessary party in any foreclosure action, Tenant shall not be named as a party to any such foreclosure.

**Section 4. Assignment of Leases.** Tenant consents to the assignment of leases and rents contained in the Mortgages (the "Assignment"). Tenant agrees that if Bank, pursuant to the Assignment, and whether or not it becomes a mortgagee in possession, shall give notice to Tenant that Bank has elected to require Tenant to pay to Bank the rent and other charges payable by Tenant under the Lease, Tenant shall, until Bank shall have canceled such election, thereafter pay to Bank all rent and other sums payable under the Lease. By its execution hereof, Landlord acknowledges and agrees that Tenant may rely upon any direction given by Bank as to payment of rent under the Lease, whether or not Landlord disputes any such direction.

**Section 5. Limitation of Liability.** In the event that Bank succeeds to the interest of Landlord under the Lease, or obtains title to any of the Property, then Bank and any Successor shall assume and be bound by the obligations of the landlord under the Lease which accrue from and after such party's succession to any prior landlord's interest in the Leased Premises, but Bank and such Successor shall not be: (i) liable for any act or omission of any prior landlord; (ii) liable for the retention, application or return of any security deposit to the extent not paid over to Bank; (iii) subject to any offsets or defenses which Tenant might have against any prior landlord; (iv) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord, to the extent not received by Bank; or (v) bound by any amendment or modification of the Lease made without Bank's or such Successor's prior written consent, except to the extent provided for in the Lease. Nothing in this section shall be deemed to waive any of Tenant's rights and remedies against any prior landlord, under the lease or under applicable law.

Tenant agrees that any person or entity which at any time hereafter becomes the landlord under the Lease, including, without limitation, Bank or any Successor, shall be liable only for the performance of the obligations of the landlord which arise during the period of its or their ownership of the Leased Premises and shall not be liable for any obligations of the landlord under the Lease which arise prior to or subsequent to such ownership. Tenant further agrees that any such liability shall be limited to the interest of Bank or such Successor in the Property.



**Section 6. Right to Cure Defaults.** Tenant agrees to give notice to Bank of any default by Landlord under the Lease, specifying the nature of such default, and thereupon Bank shall have the right (but not the obligation) to cure such default, and Tenant shall not terminate the Lease or abate the rent payable thereunder by reason of such default until it has afforded Bank thirty (30) days after Bank's receipt of such notice to cure such default and a reasonable period of time in addition thereto (i) if the circumstances are such that said default cannot reasonably be cured within said thirty (30) day period and Bank has commenced and is diligently pursuing such cure, or (ii) during and after any litigation action including a foreclosure, bankruptcy, possessory action, or a combination thereof. It is specifically agreed that Tenant shall not require Bank to cure any default which is not susceptible of cure by Bank.

**Section 7. Tenant's Agreements.** Tenant hereby covenants and agrees that: (i) Tenant shall not pay any rent under the Lease more than one month in advance unless expressly required thereunder; (ii) Tenant shall have no right to appear in any foreclosure action under any Mortgage unless the jurisdiction in which the Leased Premises are situated require Bank to name Tenant as a party in any foreclosure action; (iii) except as provided in the Lease, Tenant shall not amend, modify, cancel, or terminate the Lease, without Bank's prior written consent, and any attempted amendment, modification, cancellation, or termination of the Lease without such consent shall be of no force or effect; (iv) Tenant shall not subordinate the Lease to any lien or encumbrance (other than the Mortgages) without Bank's prior written consent; (v) Tenant shall not assign the Lease or sublet all or any portion of the Leased Premises (except as permitted by the terms of the Lease) without Bank's prior written consent; (vi) Tenant shall promptly deliver to Bank, from time to time as requested by Bank, copies of the financial reports required under Section 22.10 of the Lease; (vii) this Agreement satisfies any requirement in the Lease relating to the granting of a non-disturbance agreement; and (viii) Tenant shall promptly deliver to Bank upon request, a signed estoppel in accordance with the provisions of Section 22.2 of the Lease.

**Section 8. Authorization to Execute.** Each individual executing this Agreement on behalf of Tenant, represents and warrants that he is duly authorized to execute and deliver this Agreement on behalf of Tenant in accordance with the operating agreement of Tenant.

**Section 9. Proceeds.** Subject to the rights of Tenant under the Lease where Tenant has procured the insurance, the proceeds of any casualty or condemnation awards must be utilized either for payment of the Loan or for the restoration of the Property in accordance with the Loan Agreement.

**Section 10. Miscellaneous.** (i) The provisions hereof shall be binding upon and inure to the benefit of Tenant and Bank and their respective successors and assigns; (ii) any demands or requests shall be sufficiently given to Tenant if in writing and mailed or delivered to the address of Tenant shown above or such other address as Tenant may specify from time to time and to Bank if in writing and mailed or delivered to the address of Bank shown above or such other address as Bank may specify from time to time; (iii) this Agreement may not be changed, terminated, or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (iv) the captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not part of this Agreement; (v) the term "Bank" as used herein includes any successor or assign of the named Bank herein, including without limitation, any co-lender, any purchaser at a foreclosure sale and any transferee pursuant to a deed in lieu of foreclosure, and their successors and assigns, and the terms "Tenant" and "Landlord" as used herein include any successor and assign of the named Tenant and Landlord herein, respectively; provided, however, that such reference to Tenant's or Landlord's successors and assigns shall not be construed as Bank's consent to any assignment or other transfer by Tenant or Landlord; (vi) if any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable, such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect, and shall be liberally construed in favor of Bank; (vii) this Agreement shall be governed by and construed in accordance with the internal laws (as opposed to conflicts with laws provisions) of the state in which the Leased Premises are located. This

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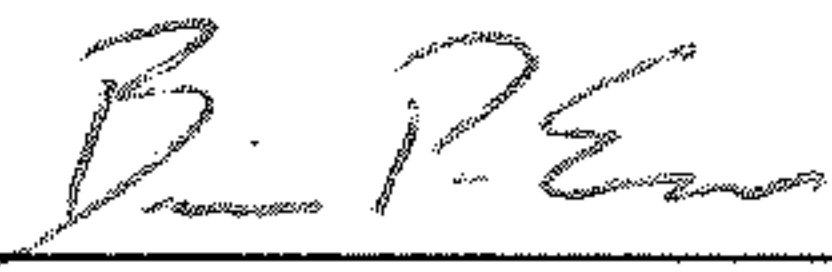
Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

(Signatures Commence on the Following Page.)

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument as of the day and year first above written.

**TENANT:**

RUBY TUESDAY, INC.,  
a Georgia corporation

By:   
Name: Brian P. Esser  
Title: VP and Associate General Counsel

STATE OF TENNESSEE     )  
                                      )  
COUNTY OF BLOUNT     )

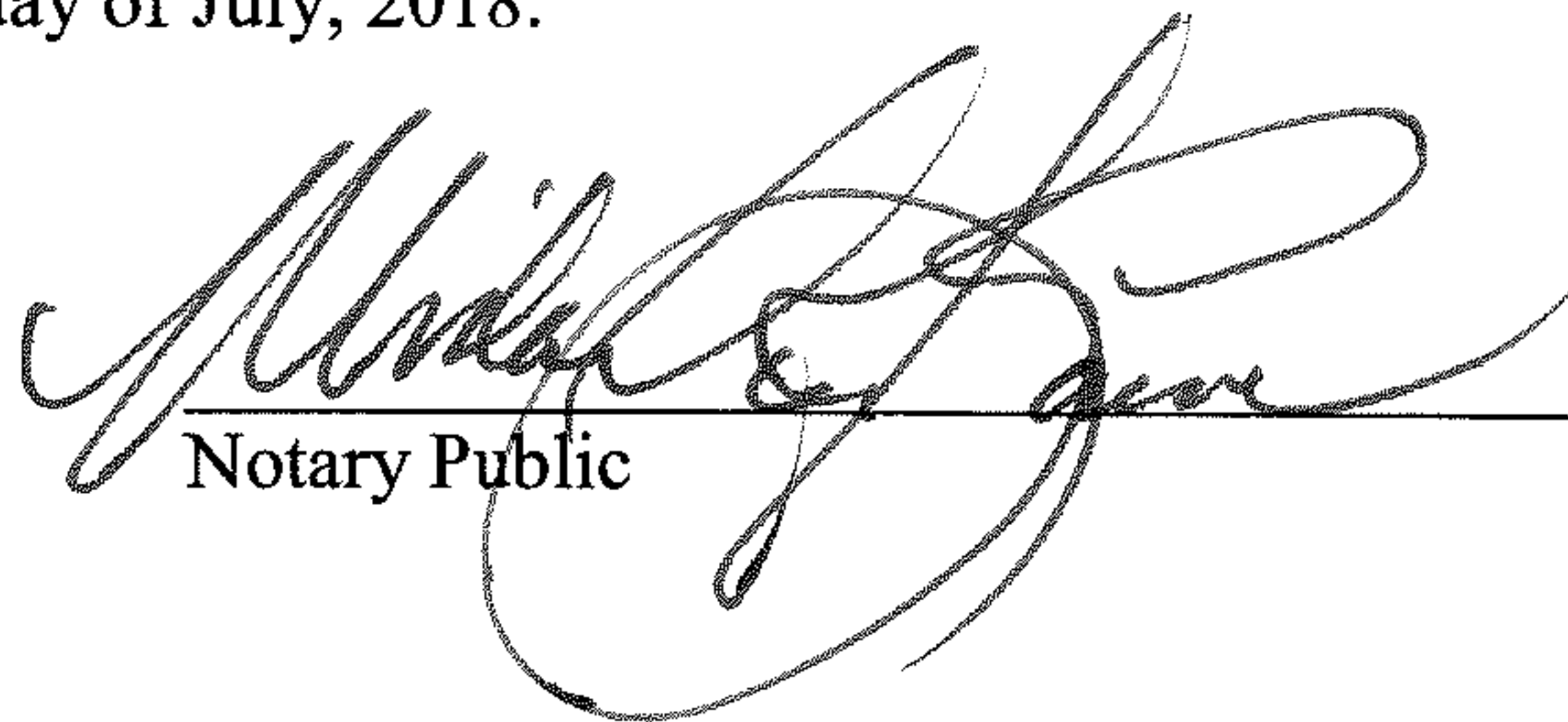
**ACKNOWLEDGEMENT**

Before me, the undersigned authority, personally appeared Brian P. Esser as VP and Associate General Counsel of Ruby Tuesday, Inc., a Georgia corporation and after being first duly sworn by me acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as his free act and deed, under authority duly vested in him by said VP and Associate General Counsel.

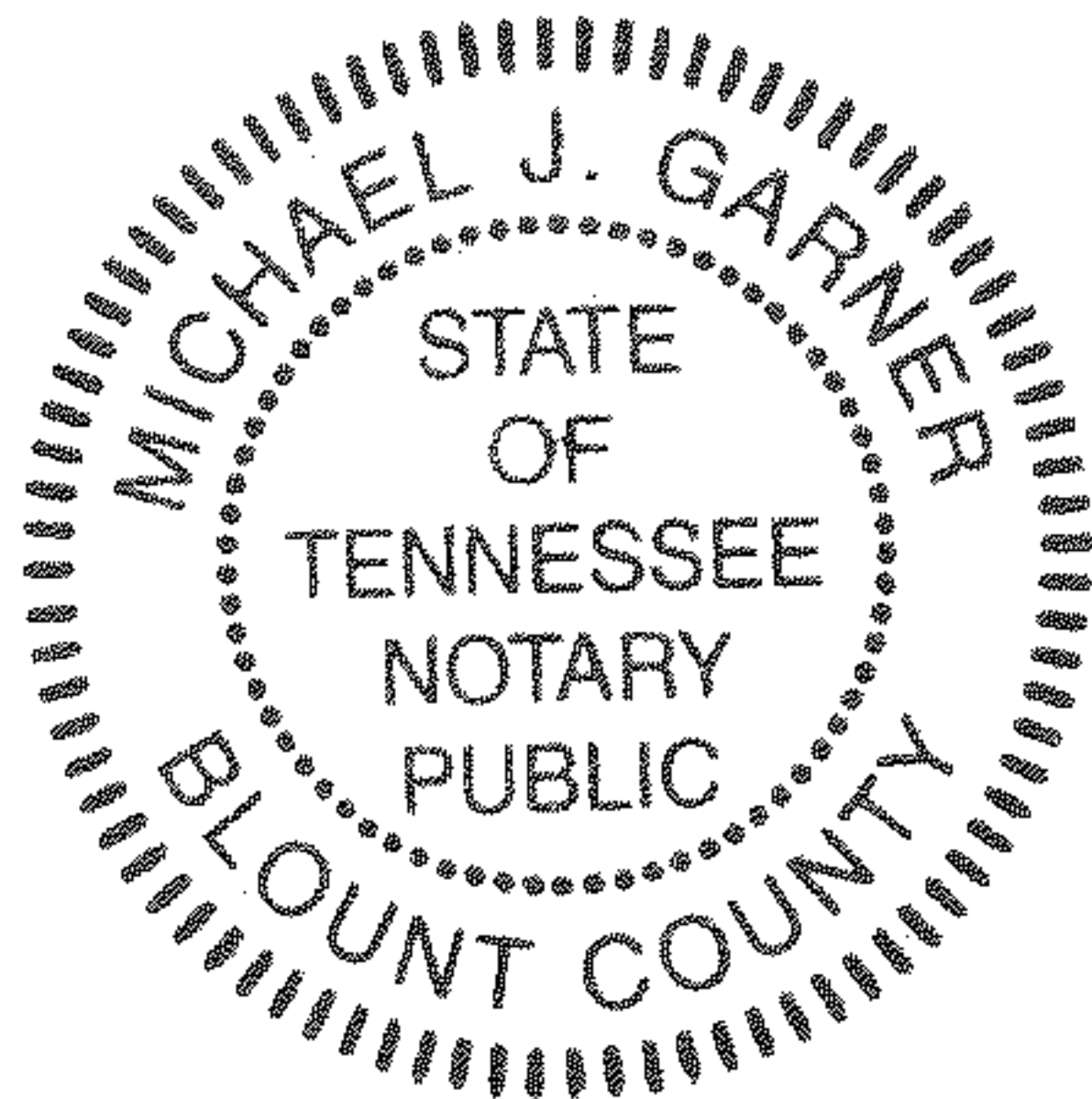
WITNESS by hand and official seal, this 10<sup>th</sup> day of July, 2018.

Notary Public for State of Tennessee

My commission expires: March 21, 2022

  
Notary Public

[SEAL]





**BANK:**

CIBC Bank USA, as administrative agent

By: *Brad Barton* (SEAL)  
Name: Brad Barton  
Title: Managing Director

STATE OF Georgia )  
COUNTY OF Fulton )

**ACKNOWLEDGEMENT**

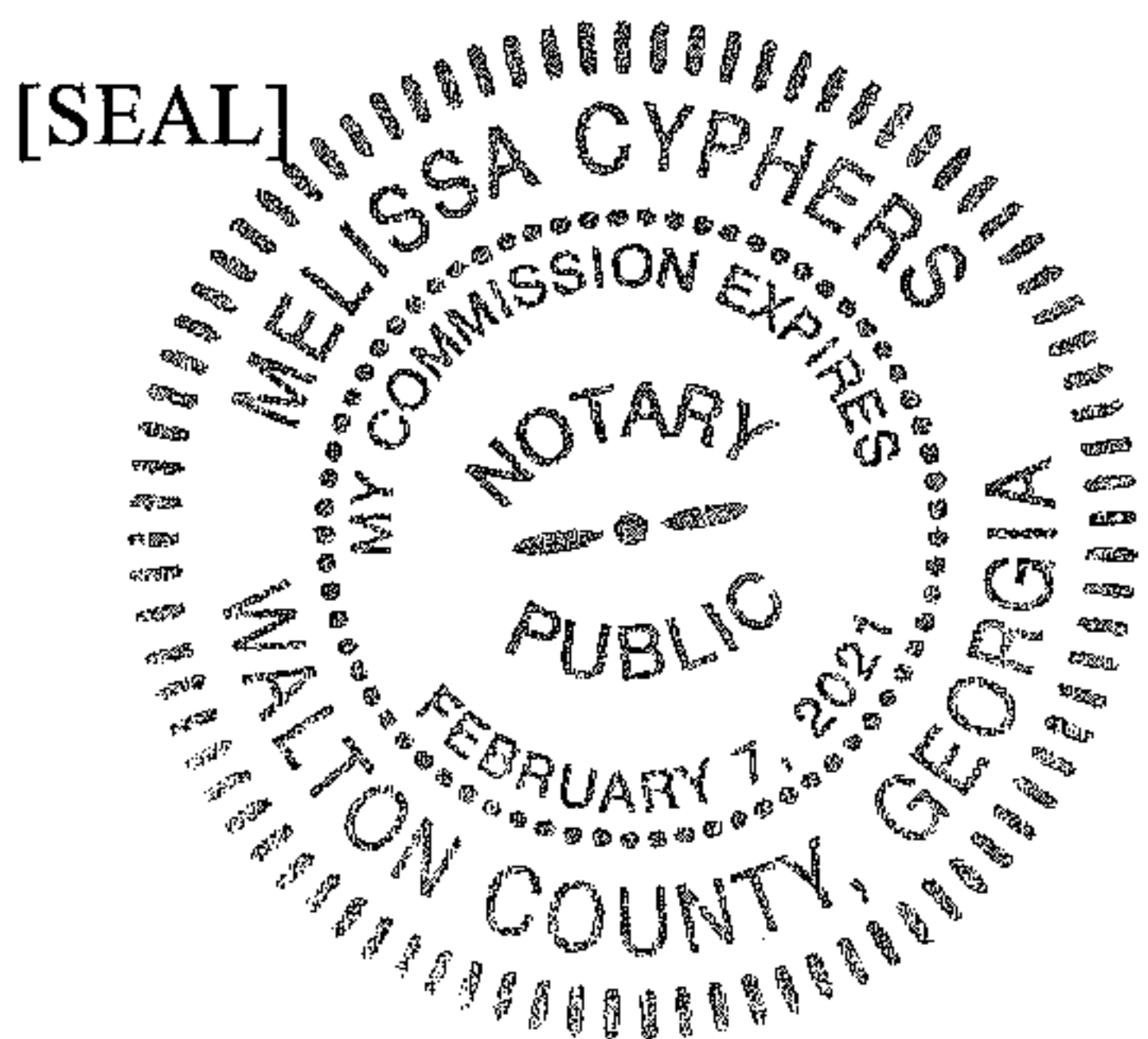
Before me, the undersigned authority, personally appeared Brad Barton as a Managing Director of CIBC Bank USA and after being first duly sworn by me acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as his free act and deed, under authority duly vested in him/her by said company.

WITNESS by hand and official seal, this 12<sup>th</sup> day of July, 2018.

Notary Public for CIBC Bank USA

*Melissa Cyphers*  
Notary Public

My commission expires: 2/7/21



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CONSENTED TO:

LANDLORD:

ORION-NRD RUBY JV LLC,  
a Delaware limited liability company

By: NRD RT 30 LLC,  
its Managing Member

By: NRD REAL ESTATE VENTURES GP, LLC,  
its Manager

By: [Signature] (SEAL)  
Name: Aziz Hashim  
Title: Manager

STATE OF Georgia )  
COUNTY OF Fulton )

ACKNOWLEDGEMENT

Before me, the undersigned authority, personally appeared Aziz Hashim as Manager of NRD REAL ESTATE VENTURES GP, LLC, the Manager of NRD RT 30 LLC, the Managing Member of ORION-NRD Ruby JV LLC and after being first duly sworn by me acknowledged the execution of the foregoing Subordination, Non-Disturbance and Attornment Agreement as his/her free act and deed, under authority duly vested in him/her by said entities.

WITNESS by hand and official seal, this 30<sup>th</sup> day of July, 2018.

Regina E. Thomas  
Notary Public for State of Georgia

My commission expires: 7-6-21

[SEAL]

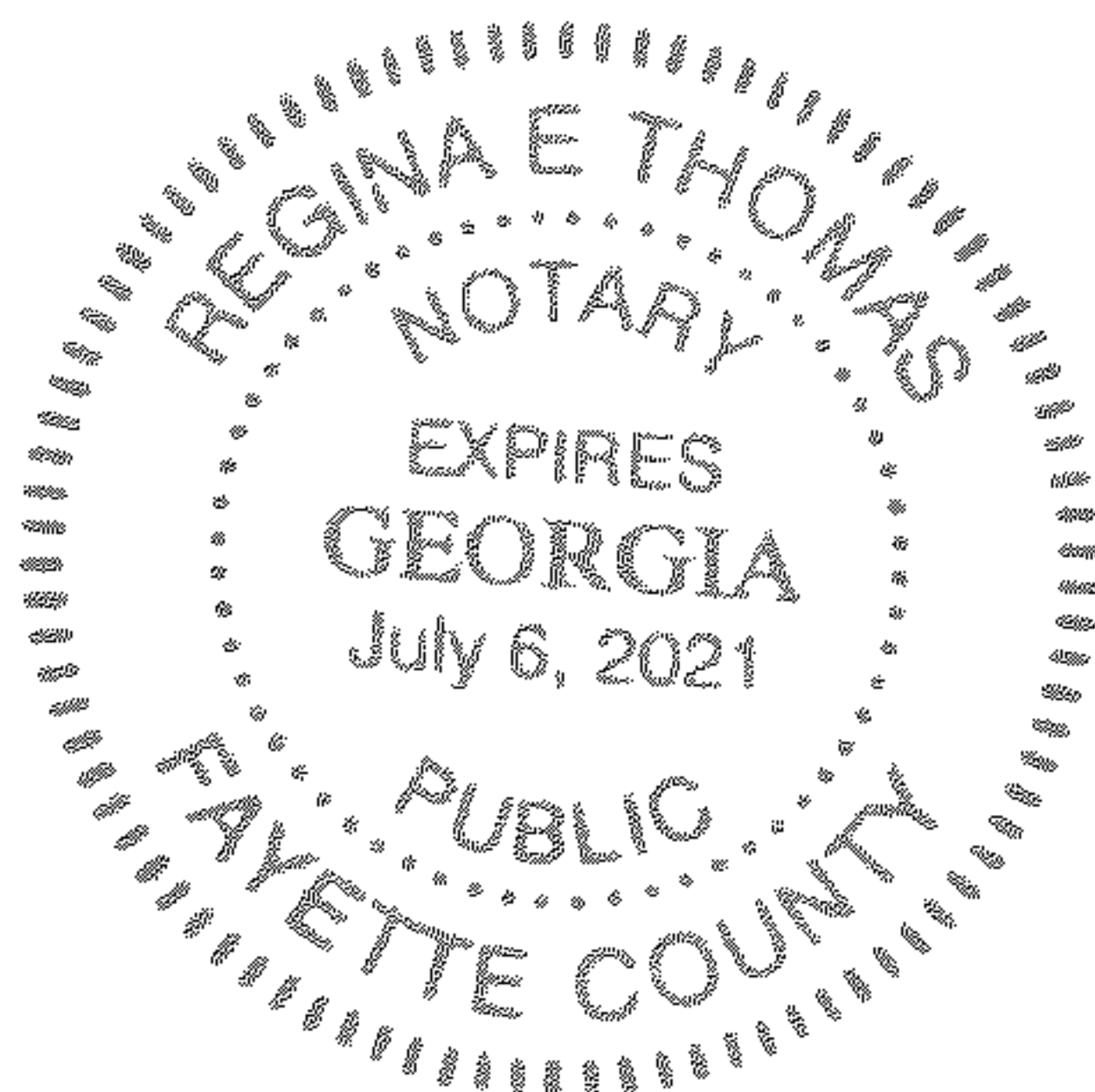


EXHIBIT A

PROPERTY DESCRIPTION

Moss Point, MS (Jackson County)

Parcel A

A parcel of land lying and being situated in the North Half (N ½ of the Northwest Quarter (NW ¼) of Section 18, Township 7 South, Range 5 West, Jackson County, Mississippi, more particularly described as: Commencing at the Northeast (NE) corner of section 18, Township 7 South, Range 5 West, Jackson County, Mississippi thence South 1, 103.79 feet to a point thence West 4,073.91 feet to the Southeast (SE) corner of "Parcel A" and the POINT OF BEGINNING of the herein described parcel of land.

From said point of beginning, thence North 00 degree, 00 minutes, 00 second west along the West boundary of burns family tract records in Deed Book 828 at page 180 thereof, 362.67 feet to a point; thence North 50 degree 36 minutes 35 second West 46.28 feet to a point on the South margin of a Service road; thence South 48 degree 38 minutes 42 Seconds West along said south margin of said service road 192.90 feet to a point; thence south 26 degrees 03 minutes 42 seconds West continuing along said south margin of said service road 126.72 feet to a point; thence South 00 degrees 30 minutes 12 seconds East continuing along said South margin of said service road 42.52 feet to a point; thence South 65 degrees 20 minutes 58 seconds East 259.51 feet back to the point of Beginning.

Said parcel containing 1.37 acres and being situated in Section 18, Township 7 south Range 5 West, Jackson County, Mississippi.

Parcel B

TOGETHER WITH:

Those rights contained in that certain Easement Agreement by and between HENRY BURNS TRUST NO.1. CITIZENS NATIONAL BANK. MERIDIAN, MISSISSIPPI. TRUSTEE, BURNS FAMILY PROPERTIES. L.P, and ATLANTIC FINANCIAL GROUP, LTD, dated January 27, 2000, recorded in Book 1202 at page 712, in the office of the Chancery Clerk of Jackson County, Mississippi.

Miner, MO (Scott County)

Tract I: Part of Lot One (1) of "DRURY REPLAT" OF PART OF LOT SIX (6) OF CLAYTON'S EAST ACRES SECOND ADDITION TO THE CITY OF MINER, Scott County, Missouri, being more particularly described as follows: Beginning at the Southeast corner of said Lot 6 of Clayton's East Acres Second Addition to the City of Miner, said point being the intersection of the North right-of-way line of the Union Pacific Railroad and the West right-of-way line of Interstate Highway No. 55; thence along the North right-of-way line of said railroad, South 70 degrees 16 minutes 56 seconds West 156.89 feet to a point on the Easterly right-of way line of Drury Drive; thence along said Easterly right-of-way line of Drury Drive, North 19 degrees 41 minutes 06 seconds West 297.99 feet; thence North 70 degrees 18 minutes 54 seconds East 273.75 feet to a



point on the West right-of-way line of Interstate Highway No. 55; thence along said right-of-way line South 01 degree 44 minutes West 320.00 feet to the point of beginning.

Tract II: Easement for the benefit of Tract I as created by Grant of Non-Exclusive Perpetual Easement dated December 30, 1986, recorded December 31, 1986 in Book 382 page 261 for a non-exclusive easement for ingress and egress over and across the premises described as follows: Start at the Southeast corner of Lot No.6 of Clayton's East Acres Second Addition to the Village of Miner, Missouri which point is also described as the intersection of the North right of way line of the Missouri Pacific Railroad Company and the West right of way line of Interstate Highway I-55, marked by a Missouri State Highway Department right of way marker set in concrete; thence South 70 degrees 47 minutes West along the North right of way line of the Missouri Pacific Railroad Company 207.0 feet to the point of beginning, said point of beginning also being the Southeast corner of the Ramada Inn Property; thence North 19 degrees 13 minutes West, 24 feet to a corner; thence South 70 degrees 47 minutes West, a distance of 375.90 feet to the westerly line of the Ramada Inn property; thence South 19 degrees 13 minutes East, a distance of 24 feet to the Northerly right of way line of the Missouri Pacific Railroad; thence North 70 degrees 47 minutes East, along said right-of-way line, a distance of 375.90 feet to the point of beginning.

Tract III: Easement for the benefit of Tract I as created by General Warranty Deed dated December 30, 1986, recorded December 30, 1986 in Book 382 page 231 for a non-exclusive easement for ingress and egress over and across the premises described as follows: A tract of land in Taylor's Subdivision and Clayton's East Acres Second Addition to Miner, Scott County, Missouri more particularly described as follows: Commence at a Highway right-of-way marker at the Southeast corner of Lot 6 of Clayton's East Acres Second Addition; thence South 70 degrees 47 minutes West 722.90 feet to the point of beginning; thence continue South 70 degrees 47 minutes West to the East right-of-way line of Highway "H" for a corner; thence North 00 degrees 30 minutes East, 25.5 feet for a corner; thence North 70 degrees 47 minutes East to a point which is North 19 degrees 13 minutes West 24 feet from the beginning point described herein for a corner; thence South 19 degrees 13 minutes East 24 feet to the point of beginning.

Tract IV: Easement for the benefit of Tract I as created by General Warranty Deed dated December 30, 1986, recorded December 30, 1986 in Book 382 page 231 for a non-exclusive easement for ingress and egress over and across the premises described as follows: Start at the Southeast corner of Lot 6 of Clayton's East Acres Second Addition to the Village of Miner, Missouri, which point is also described as the intersection of the North right of way line of the Missouri Pacific Railroad Company and the West Right of Way line of Interstate Highway I-55, marked by a Missouri State Highway Department Right of Way Marker set in concrete; thence South 70 degrees 47 minutes West along the North Right of Way line of the Missouri Pacific Railroad Company, a distance of 722.90 feet to the place of beginning; said place of beginning also being on the easterly line of a north and south 30 foot wide easement; thence North 19 degrees 13 minutes West, a distance of 24.0 feet; thence North 70 degrees 47 minutes East, a distance of 140.0 feet; thence South 19 degrees 13 minutes East, a distance of 24.0 feet to said northerly railroad right of way line; thence South 70 degrees 47 minutes West along said right of way line, 140.0 feet to the place of beginning.

Tract V: Easement for the benefit of Tract I as created by Easement Agreement dated January 31, 2002, recorded February 11, 2002 in Book 581 page 114 for a non-exclusive easement for ingress and egress over and across the premises described as follows: A roadway easement being a part of Lot Numbered Six (6) of Clayton's East Acres Second Addition in the City of Miner, Scott County, Missouri and being further described by metes and bounds as follows: Commencing at the Southeast corner of said Lot 6 of Clayton's East Acres Second Addition in the City of Miner, Scott County, Missouri, said point being the intersection of the North right of way line of the Union Pacific Railroad and the West right of way line of Interstate 55; thence South 70 degrees 16 minutes 56 seconds West along the North right of way line of said railroad a distance of 206.89 feet to the West right of way line of Drury Drive as recorded in Plat Book 16 at Page 5 in the Office of the Recorder of Deeds; thence North 19 degrees 41 minutes 06 seconds West along the West right of way line thereof a distance of 46.43 feet for the point of beginning; thence along a curve to the right with a radius of 115.00 feet and a chord bearing South 34 degrees 47 minutes 35 seconds West 16.86 feet a distance of 16.88

feet; thence South 38 degrees 59 minutes 53 seconds West a distance of 26.69 feet; thence North 19 degrees 24 minutes 54 seconds West a distance 3.52 feet; thence South 38 degrees 59 minutes 53 seconds West a distance of 4.27 feet to the North line of an existing 24 wide non-exclusive perpetual easement; thence South 70 degrees 16 minutes 56 seconds West along the North line of said easement a distance of 48.36 feet; thence along a curve to the left with a radius of 88.00 feet and a chord bearing North 43 degrees 35 minutes 06 seconds East 14.08 feet a distance of 14.09 feet; thence North 38 degrees 59 minutes 53 seconds East a distance of 46.32 feet; thence North 19 degrees 24 minutes 54 seconds West a distance of 3.52 feet; thence North 38 degrees 59 minutes 53 seconds East a distance of 8.24 feet; thence along a curve to the left with a radius of 85.00 feet and a chord bearing North 24 degrees 43 minutes 55 seconds East 41.89 feet a distance of 42.33 feet to the West right of way line of said Drury Drive; thence South 19 degrees 41 minutes 06 seconds East along said right of way line a distance of 45.75 feet to the point of beginning.

Tract VI: Easement for the benefit of Tract I as created by Sign Easement dated February 6, 2002, recorded February 11, 2002 in Book 581 page 124 for a non-exclusive easement for construction and maintenance of a monument/directional sign as well as vehicular and pedestrian ingress and egress necessary to perform said construction and maintenance and utilities associated therewith, over, under and upon the premises described as follows: A tract or parcel of and lying in and being a part of Lot 6, of Clayton's East Acres 2nd Addition to the City of Miner, Scott County, Missouri, and being more fully described by metes and bounds as follows: Commencing at the Southeast corner of Lot 6 of Clayton's East Acres 2nd Addition to the City of Miner, Missouri; thence South 70 degrees 16 minutes 56 seconds West on and along the South Line of Lot 6 a distance of 1233.06 feet to a point set in the East right-of-way line of MO State Rte. "H"; thence North 0 degrees 29 minutes East along said East right-of-way line a distance of 27.04 feet to the North line of an existing 24 foot wide ingress and egress for the point of beginning; thence continuing North 0 degrees 29 minutes East along said right-of-way line a distance of 8.00 feet; thence South 54 degrees 37 minutes 02 seconds East a distance of 9.15 feet to the North line of said ingress and egress; thence South 70 degrees 16 minutes 56 seconds West along the North line thereof a distance of 8.00 feet to the point of beginning.

**Jonesboro, AR (Craighead County)**

Fee Tract

Lot 3 of Revised Plat of John Kazi Replat of Lots 11 and 12 of Phillips Addition and Lots 1, 2 and Part of Lot 3 of Kazi Replat of Lot 14 and part of Lots 15 and 16 of Phillips Addition to the City of Jonesboro, Craighead County, Arkansas, as shown by Plat recorded in Plat Cabinet "C" Page 48 in the Jonesboro District, Craighead County, Arkansas.

Easement Tract

Together with non-exclusive, perpetual easements for ingress and egress and drainage as disclosed by a document entitled Reciprocal Easement Agreement dated December 4, 2000, recorded in Deed Book 599, Page 581 in the records of Jonesboro District, Craighead County, Arkansas.

**Alabaster, AL (Shelby County)**

Parcel I:

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 II:



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.

**Muscle Shoals, AL (Colbert County)**

All that part of the NW 1/4 of the SW 1/4 of the SW 1/4 of Section 35, Township 3 South, Range 11 West, being more particularly described as follows, to-wit:

Beginning at a point which lies due South 599.71 feet, S 89 degrees 15' 31" E. 819.26 feet and S 00 degrees 07' 31" W. 56.50 feet from the NW corner of the SW 1/4 of the SW 1/4 of said Section 35; thence from the point of beginning along the right-of-way for Woodward Avenue S 00 degrees 07' 31" W. 130.00 feet to a capped rebar (stamped PLS #19740); thence leaving said right-of-way N 89 degrees 30' 35" W. 220.00 feet to a capped rebar (stamped PLS #19740); thence N 00 degrees 07' 31" E. 130.00 feet to a capped rebar (stamped PLS #19740); thence S 89 degrees 30' 35" E. 220.00 feet to the point of beginning.

TOGETHER with those Easements With Covenants and Restrictions Affecting Land by and between Wal-Mart, Stores, Inc., and Colbert Community Builders, Inc., dated October 5, 1994 and recorded on Microfiche 9422 868-885 as amended by instrument recorded on Microfiche 9719 670-673, further amended by instrument recorded on Microfiche 9823 880-881.

TOGETHER with those Easements and Rights granted under that certain Easement Agreement by and between Atlantic Financial Group, Ltd., and Colbert Community Builders, Inc., dated September 25, 1998 and recorded on Microfiche 9823 896-908.

**Saraland, AL (Mobile County)**

LAND in Mobile County, Alabama, being Lot No. 1, on the Plan of Resubdivision of Lots 1 & 2 Ruby Tuesday Subdivision, as shown on plat of record in Plat Book 103, Page 41, in the Probate Office of Mobile County, Alabama, to which plat reference is hereby made for a more complete description of the property.

TOGETHER WITH THE FOLLOWING NON-EXCLUSIVE INGRESS & EGRESS EASEMENTS:

Non-exclusive ingress & egress easement set forth in Reciprocal Easement Agreement recorded in Book 5636, Page 1865, in the Probate Office of Mobile County, Alabama.

Non-exclusive ingress & egress easement at the northeast corner of the property set forth in Plat Book 103, Page 41, in the Probate Office of Mobile County, Alabama.

**Scottsboro, AL (Jackson County)**

TRACT I

A part of the North one-half of the Southeast quarter of Section 29, Township 4 South, Range 6 East of the Huntsville Meridian in Jackson County, Alabama, being more particularly described as follows:

Commence at a rock at the Northeast corner of said Section 29 and run a tie line South 30 degrees 11 minutes West a distance of 3851.35 feet; thence North 57 degrees 52 minutes East a distance of 231.0 feet to the



Northwest corner of the tract herein described being on the South margin of Micah Way and the true point of beginning; thence with said South margin North 57 degrees 52 minutes East a distance of 169.0 feet; thence leaving said South margin South 45 degrees 47 minutes 30 seconds East a distance of 350.0 feet; thence South 57 degrees 52 minutes West a distance of 169.0 feet; thence North 45 degrees 47 minutes 30 seconds West a distance of 350.0 feet to the point of beginning and containing 1.320 acres, more or less, according to a survey dated April 24, 2000, labeled Drawing No. 00114 and Revision A of such survey dated May 16, 2000 prepared by Michael Hodges, Alabama Registered Surveyor No. 14561 of Rymeg Consulting Group, Inc., Scottsboro, Alabama, together with the rights contained in that certain Easement Agreement dated as of May 23, 2000 between Jameson Alabama, Inc. and Atlantic Financial Group, Ltd., recorded as Instrument No. 2000-09495 through 2000-09503 in the office of the Probate Judge of Jackson County, Alabama.

## **TRACT II**

A part of the North one-half of the Southeast quarter of Section 29, Township 4 South, Range 6 East of the Huntsville Meridian in Jackson County, Alabama and being more particularly described as follows:

Commence at a rock at the Northeast corner of said Section 29 and run a tie line South 30 degrees 11 minutes West a distance of 3851.35 feet to the South margin of Micah Way; thence with said South margin North 57 degrees 52 minutes East a distance of 400.00 feet to the Northwest corner of the tract herein described and the true point of beginning; thence continue with said margin North 57 degrees 52 minutes East a distance of 18.28 feet; thence South 88 degrees 05 minutes 20 seconds East a distance of 165.72 feet; thence South 54 degrees 02 minutes 40 seconds East a distance of 29.27 feet; thence leaving said Micah Way South 44 degrees 12 minutes 30 seconds West a distance of 133.49 feet; thence North 45 degrees 47 minutes 30 seconds West a distance of 155.86 feet to the point of beginning and containing 0.295 acres, more or less.

TOGETHER WITH: A perpetual non-exclusive easement described in that certain Stormwater Easement by and between Jim R. Helms, Sr. and Ruby Tuesday, Inc., dated November 8, 2001, recorded in the office of the Probate Judge of Jackson County, Alabama as Instrument NO.2001-26905 through 2001-26913.

## **Lavale, MD (Allegany County)**

All that lot, piece or parcel of ground lying and being on the southerly side of National Highway in LaVale, Election District No. 29, Allegany County, Maryland, which is more particularly described as follows:

Beginning for the same at an iron pin on the southerly right-of-way line of National Highway (U.S. Route 40), said point being also at the end of a line drawn 80.00 feet at right angles to the center line of the Old National Highway at Station 125+00.71 as shown on Maryland State Roads Commission right-of-way plat No. 37454, and running thence using corrected bearings to agree with said right-of-way

1. South 00 degrees 23 minutes 44 seconds East 336.38 feet to an iron pin at the line of perpetual easement for channel change area, as shown on Maryland States Roads Commission right-of-way Plat No. 41391, as revised; thence with said perpetual easement area
2. North 80 degrees 39 minutes 41 seconds West 92.87 feet to an iron pin; thence
3. North 63 degrees 14 minutes 50 seconds West 110.50 feet to an iron pin; thence
4. North 01 degrees 44 minutes 33 seconds East 240.94 feet to the southerly right-of-way of said National Highway; thence with said right-of-way line, being parallel with and 80.00 feet distant from the center line of Old National Highway.

5. North 80 degrees 21 minutes 16 seconds East 183.29 feet to the place of beginning.

Containing 1.2651 acres of land, more or less.

The improvements being known are designated as premises No. 1238 National Highway, LaVale, Maryland 21502.

**Brewer, ME (Penobscot County)**

A certain lot or parcel of land, together with any improvements thereon, situate on the southwesterly side of Route 1A in Brewer, Penobscot County, Maine, bounded and described as follows:

Beginning at an iron rod found at the intersection of the southeasterly line of land described in a deed from Freeman H. Price to Howard E. Harriman, dated May 9, 1949, recorded in the Penobscot County Registry of Deeds, Book 1298, Page 182, with the southwesterly line of State Highway "43" (also known as Route 1A) as shown on a Maine State Highway Commission Right of Way Map, dated March 1965, S.H.C. File No. 10-160, recorded in Plan Book 24, Page 84;

Thence S 40° 08' 30" E along said highway line, one hundred seventy-seven and twenty-nine hundredths (177.29) feet to an iron rod set at STA 104 + 49.33 as shown on said highway plan;

Thence S 39° 32' 00" E along said highway line, six and seventy-one hundredths (6.71) feet to a northerly corner of land conveyed by this grantor to H. Lee Scott as Trustee of Wal-Mart Real Estate Business Trust by deed recorded at Book 8327, Page 105 of said Registry of Deeds;

Thence S 49° 04' 45" W along the northwesterly line of said Wal-Mart land, three hundred nineteen and ninety-five hundredths (319.95) feet to an iron rod set;

Thence N 40° 08' 30" W along a northeasterly line of said Wal-Mart land one hundred eighty-six and eighty-two hundredths (186.82) feet to an iron rod set in the southeasterly line described in said deed from Price to Harriman;

Thence N 49° 35' 00" E along the southeasterly line of land described in said deed from Price to Harriman, three hundred twenty and zero hundredths (320.00) feet to the point of beginning.

Containing 1.362 acres. All iron rods set are ¾" diameter reinforcing bars, (rebar), with survey ID cap. This description was prepared by Shyka, Sheppard & Garster, Land Surveyors, Bangor, Maine and is based on a "Boundary and Topographic Survey of the Proposed Brewer Wal-Mart", prepared for Sain Associates, Inc., dated May 1, 2001 and last revised August 20, 2002. Bearings reference Magnetic North as noted on said plan.

The above parcel is conveyed subject to and with the benefit of those certain rights and easements, to be used in common with the grantor herein, described in the deeds from Deborah A. Darling to H. Lee Scott in his capacity as Trustee of the Wal-Mart Real Estate Business Trust dated August 23, 2002 and recorded in Book 8327, Page 105 and Book 8327, Page 132 of the Penobscot County Registry of Deeds.

The above parcel is further conveyed subject to and with the benefit of the terms and conditions set forth in the Easements with Covenants and Restrictions Affecting Land between this grantor and H. Lee Scott as Trustee of the Wal-Mart Real Estate Business Trust dated August 23, 2002, and recorded in Book 8327, Page 134 of said Registry.

The above parcel may be further described as shown on the plan of survey made by Holden Engineering & Surveying Inc. entitled "ALTA/NSPS Land Title Survey, Ruby Tuesday Portfolio, B&C Project No.



**20180807000281730 08/07/2018 04:15:15 PM AGREEMENT**  
**14/18**

201701000, 123, 7281 - Brewer, 5 Walton Drive, Brewer, ME" dated April 18, 2017, revised 4/25/17 and designated Job No. 201701000-123, as follows:

A certain lot or parcel of land, together with any improvements thereon, situate on the southwesterly side of Route 1A in Brewer, Penobscot County, Maine, bounded and described as follows:

Beginning at a rebar found at the intersection of the southeasterly line of land now or formerly of Maine Savings Federal Credit Union, with the southwesterly line of Route 1A;

Thence S 37° 03' 26" E along said highway line, one hundred seventy-seven and twenty-nine hundredths (177.29) feet to a rebar found;

Thence S 36° 26' 56" E along said highway line, six and seventy-one hundredths (6.71) feet to a rebar found at land now or formerly of Wal-Mart;

Thence S 52° 09' 49" W along the northwesterly line of said Wal-Mart land, three hundred nineteen and ninety-five hundredths (319.95) feet to a rebar found;

Thence N 37° 03' 26" W along a northeasterly line of said Wal-Mart land one hundred eighty-six and eighty-two hundredths (186.82) feet to a rebar found in the southeasterly line of land of Maine Savings Federal Credit Union;

Thence N 52° 40' 04" E along the southeasterly line of Maine Savings Federal Credit Union, three hundred twenty and zero hundredths (320.00) feet to the point of beginning.

**Elyria, OH (Lorain County)**

Situated in the City of Elyria, County of Lorain and State of Ohio:

**PARCEL I:**

Situated in the Village of Sheffield, County of Lorain and State of Ohio:

And known as being a part of Original Sheffield Township Lot No. 11, and bounded and described as follows:  
Beginning at a 1-inch iron pin in a monument box on the Southerly line of said Original Lot No. 11 at its intersection with the centerline of Abbe Road, S.R. 301, 80 feet wide;

Thence South 89 deg. 56' 00" West, along the Southerly line of said Original Lot No. 11 a distance of 40.02 feet to a 5/8-inch iron pipe found;

Thence North 01 deg. 33' 00" East, along the Westerly line of Abbe Road, S.R. 301 a distance of 858.75 feet to the principal place of beginning;

Thence North 88 deg. 26' 55" West, a distance of 247.48 feet to a point;

Thence North 50 deg. 30' 01" West, a distance of 40.65 feet to a point;

Thence North 05 deg. 56' 41" East, a distance of 21.75 feet to a point;

Thence North 32 deg. 53' 40" East, a distance of 247.37 feet to a point;

Thence North 48 deg. 00' 39" East, a distance of 63.63 feet to a point;

Thence South 88 deg. 27' 00" East, a distance of 103.06 feet to a point on the Westerly line of Abbe Road, S.R. 301;

Thence South 01 deg. 33' 00" West, along the Westerly line of Abbe Road, S.R. 301 a distance of 301.79 feet to the principal place of beginning.

Containing 1.4525 acres of land.

EXCEPTING therefrom the following:

Situated in the Village of Sheffield, County of Lorain and State of Ohio:

And known as being a part of the original Sheffield Township, Lot No. 11, as conveyed to the grantor, A.R.T. Holding, LLC, by Instrument Number 2002-0848295 in the Lorain County Recorder's Office: Commencing at



an iron pin found in a monument box on the centerline of Abbe Road at the South line of said Lot No. 11 in the Village of Sheffield and the North line of the City of Elyria;

Thence North 00 deg. 43' 49" East, along said Abbe Road centerline, for a distance of 1,159.31 feet to a point;

Thence North 89 deg. 16' 11" West, leaving said centerline, for a distance of 40.00 feet to a point on the existing Westerly right of way line of said Abbe Road and the Northerly line of the Grantor's land, also being on the Southerly line of the lands of Cobblestone Square Company, Ltd., being 40.00 feet left of centerline station 1155+61.92, and the True Place of Beginning of the parcel of land herein described;

Thence South 00 deg. 43' 49" West, along said existing Westerly right of way line of Abbe Road and the Grantor's Easterly line, for a distance of 44.92 feet to an iron pin set on the proposed Westerly right of way line of Abbe Road;

Thence North 89 deg. 16' 11" West, through the land of the grantor's South land and along said proposed Westerly right of way line of Abbe Road, for a distance of 10.00 feet to an iron pin set;

Thence North 00 deg. 43' 49" East, continuing through the land of the Grantor's land and along said proposed Westerly right of way line of Abbe Road, for a distance of 44.92 feet to an iron pin set on the grantor's South said Northerly line and the Southerly line of said Cobblestone Square Company Ltd.;

Thence South 89 deg. 16' 16" East, along said grantor's South Northerly line and the Southerly line of said Cobblestone Square Company Ltd., for a distance of 10.00 feet to the True Place of Beginning.

Containing within said bounds 0.010 acres of land within Lorain County Auditor's South parcel number 03-00-011-102-104;

' North' for the above description is based on Grid North of the Ohio State Plane Co-ordinate System, North Zone, and the North American Datum of 1983 (1995).

MI iron pins noted throughout this description, as being set are 5/8-inch x 30-inch rebar with plastic ID cap inscribed 'MS CONS YOUNGSTOWN'.

The above description was prepared under the direction and supervision of Richard John Swan, Registered Professional Surveyor No. 6574 in June 2011, and is based on a survey made by Ms Consultants, Inc. in March 2010.

#### PARCEL II:

Together with those easements contained in the Reciprocal Easement and Operation Agreement dated December 8, 1999, by and between Cobblestone Square Company, Ltd., and Atlantic Financial Group, Ltd., recorded at Document No 658935 of Lorain County Records.

Being designated as Tax Parcel No. 03-00-011-102-131.

Located in Sheffield Township, Lorain County, Ohio

#### Harriman, TN (Roane County)

Situated in the First Civil District of Roane County, Tennessee, within the corporate limits of the City of Harriman, and more particularly described as follows:

#### Tract 1:

BEGINNING at an existing nail in asphalt in the western right of way line of Norfolk Southern Railroad and the northern right of way line of South Roane Street, said nail being located approximately 60.1 feet from the centerline of the existing western rail of Norfolk Southern Railroad line; thence leaving the right of way line of Norfolk Southern Railroad and with the northern right of way line of South Roane Street the following three (3) calls: S 44° 29' 24" W, 208.88 feet to an existing nail in asphalt; S 45° 29' 36" E, 19.95 feet to an existing 5/8 inch iron rod; S 43° 25' 32" W, 47.82 feet to an existing 5/8 inch iron rod, corner to Bingham PC Trust; thence leaving the northern right of way line of Highway 61/27 and with the line of Bingham PC Trust, N 46°

22' 08" W, 130.49 feet to an existing 5/8 inch iron rod in the southern right of way line of Norfolk Southern Railroad; thence leaving the line of Bingham PC Trust and with the southern right of way line of Norfolk Southern Railroad the following two (2) calls: N 26° 50' 43" E, 105.50 feet to a set iron rod and cap, N 26° 44' 56" E, 367.59 feet to an existing 5/8 inch iron rod in the western right of way line of Southern Railroad; thence with the western right of way line of Norfolk Southern Railroad the following three (3) calls with a curve to the left, having a radius of 653.11 feet and a chord of S 08° 09' 52" E, 208.00 feet, to an existing 14 inch iron rod; S 72° 23' 37" W, 24.96 feet to an existing spike in asphalt (M. Freeman), with a curve to the left, having a radius of 678.11 feet and a chord of S 21° 51' 52" E, 109.10 feet, to the point of beginning, according to survey of Robert G. Lusby, Jr., RLS #1332, of Cannon & Cannon, Inc., dated December 5, 2000.

Tract 2:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE at a nail in asphalt in the western right of way line of Norfolk Southern Railroad and the northern right of way line of South Roane Street, said nail being located approximately 60.1 feet from the centerline of the existing western rail of Norfolk Southern Railroad line and being the true point of beginning. From the true point of beginning as thus established, run along a curve to the right along the western right of way of Norfolk Southern Railroad an arc distance of 109.22 feet, said curve having a radius of 678.11 feet and being subtended by a chord of 109.10 feet, at N 21° 51' 52" W to a spike in asphalt; thence run N 72° 23' 37" E for a distance of 24.96 feet to a 1/2 inch iron rod; thence, leaving western right of way of Norfolk Southern Railroad, run S 24° 19' 59" E, for a distance of 94.65 feet to a point; thence run S 44° 29' 24" W for a distance of 31.62 feet to a nail in asphalt being the said true point of beginning, according to survey of Robert G. Lusby, Jr., RLS #1332, of Cannon & Cannon, Inc., dated December 5, 2000.

Being the same property conveyed to NRD RT 30 LLC, a Delaware limited liability company, by Special Warranty Deed of record in Deed Book 1639, Page 197, Register's Office of Roane County, Tennessee.

Tract 3:

SITUATED, lying and being in Civil District No. 1 of Roane County, Tennessee and being more fully described as follows:

To find the Point of Beginning, begin at the point of intersection of the centerline of State Route #61 at the point of intersection with the centerline of a TVA Railroad; thence with the State Route #61 centerline south 44 degrees 29 minutes 40 seconds west 38.34 feet to a point; thence with a line north 45 degrees 30 minutes 20 seconds west 85 feet to an iron pin on the north proposed uncontrolled right of way line at the point of intersection with the existing west right of way line of the TVA Railroad, said iron pin located 85 feet left of centerline station 301+31.66 and also being the Point of BEGINNING; thence with said north proposed uncontrolled right of way line south 44 degrees 32 minutes 29 seconds west 109.45 feet to an iron pin; thence north 45 degrees 19 minutes 22 seconds west 13.00 feet to an iron pin; thence south 45 degrees 02 minutes 11 seconds west 114.52 feet to a right of way marker on the existing north right of way line of State Route #61, said marker located 98 feet left of centerline station 299+06; thence with said existing north right of way line north 44 degrees 29 minutes 27 seconds west 20 feet to a right of way marker located 118 feet left of centerline station 299+06; thence north 44 degrees 17 minutes 04 seconds east 226.34 feet to a right of way marker on the north proposed uncontrolled right of way line and the existing west right of way line of the TVA Railroad; thence with the said north proposed uncontrolled right of way line and the existing west right of way line southeasterly on a curve to the left of radius of 678.11 feet to an arc distance of 35.11 feet to the Point of BEGINNING.

Being the same property conveyed to NRD RT 30 LLC, a Delaware limited liability company, by Special Warranty Deed of record in Deed Book 1639, Page 197, Register's Office of Roane County, Tennessee. For



further reference see Declaration of Abandonment dated August 27, 2001, of record in Deed Book B22, Page 407, Register's Office of Roane County, Tennessee.

Being the same property conveyed to NRD RT 30 LLC, a Delaware limited liability company, by Special Warranty Deed of record in Deed Book 1639, Page 197, Register's Office of Roane County, Tennessee.

**Hixson, TN (Hamilton County)**

Being Lot 5, Towne Center North Subdivision, as shown in the plat of record, Plat Book 82, Page 56, in the Register's Office of Hamilton County, Tennessee; and being more particularly described as follows:

Situated, Lying and Being, in the 3rd Civil District of Hamilton County Tennessee, within the corporate limits of the City of Chattanooga, Tennessee, being upon parcel 03 as shown on CLT Map 1001 A, in the Hamilton County Property Assessor's Office, and being more particularly described as follows to wit:

Beginning at an Iron Rod (set) in the western right-of-way of State Hwy 153, a common corner to Lot 2, Said Iron Rod being located N 36°16'38" W a distance of 132.65 feet from the centerline intersection of State Route 153 and O'Henry Lane; thence leaving said right-of-way and along Lot 2 the following six (6) calls, (1) S 82°23'39"W a distance of 35.89 feet to an iron rod (set); (2) thence S 00°34'38" E a distance of 31.76 feet to an iron rod (set); (3) thence N 82°24'12" W a distance of 163.92 feet to an iron rod (set); (4) thence with a curve turning to the right with an arc length of 82.32 feet, with a radius of 55.00', with a chord bearing of N 39°31'26" W, with a chord length of 74.85 feet to an iron rod (set); (5) thence N 03°21'20" E a distance of 71.37 feet to an iron rod (set); (6) thence N 07°10'41" E a distance of 79.19 feet to an iron rod (set), a common corner to Lot 6; thence leaving Lot 2 and along a common line to Lot 6, S 89°59'12" E a distance of 229.11 feet to an iron rod (set) in the western right-of-way of State Route 153; thence along said right-of-way and a curve turning to the left with an arc length of 192.68 feet, with a radius of 11534.16', with a chord bearing of S 00°39'05" E, with a chord length of 192.68 feet, to the point of beginning.

Said Tract containing 1.16 acres or 50,488.8 square feet as shown on that ALTA/ACSM Survey prepared for Ruby Tuesday, Inc. by John B. Shober R.L.S. Number 1674, 11607 South Main Street, Trenton, GA 30752 dated April 20, 2006.

Together with appurtenant easements as set forth in Operation and Easement Agreement between Target Corporation and Towne Center North, LLC for Towne Center North Shopping Center Chattanooga, Tennessee, dated August 4, 2004, recorded in Book 7230, Page 1, as amended by First Amendment to Operation and Easement Agreement dated February 5, 2005, recorded in Book 7463, Page 484, and as further amended by Second Amendment to Operation and Easement Agreement dated February 6, 2005, recorded in Book 7463, Page 499, and as further amended by Third Amendment to Operation and Easement Agreement dated July 21, 2005, recorded in Book 7611, Page 337, Register's Office for Hamilton County, Tennessee.

Together with the appurtenant easements set forth in the Easements, Conditions and Restrictions Agreement by and between Towne Center North, LLC and Ruby Tuesday, Inc., recorded in Book 7976, Page 839, Register's Office for Hamilton County, Tennessee.



EXHIBIT B

LIST OF SECURITY INSTRUMENTS

1. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Colbert County, Alabama
2. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Jackson County, Alabama
3. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Mobile County, Alabama
4. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Shelby County, Alabama
5. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Craighead County, Arkansas
6. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Allegany County, Maryland
7. Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Penobscot County, Maine
8. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Scott County, Missouri
9. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Jackson County, Mississippi
10. Open-End Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Lorain County, Ohio
11. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Hamilton County, Tennessee
12. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing to be recorded in Roane County, Tennessee



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
08/07/2018 04:15:15 PM  
\$66.00 CHERRY  
20180807000281730

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the printed name of the County Clerk.