

WHEN RECORDED MAIL TO:

AMENDMENT TO MEMORANDUM OF LEASE

(Cross Reference: Instrument No. 20180307000073830 of the Probate office of Shelby County)

THIS AMENDMENT TO MEMORANDUM OF LEASE (this “**Memorandum**”) is made and entered into as of 8/15/19, 2019, by and between **ORION-NRD RUBY JV LLC**, a Delaware limited liability company having a mailing address of c/o Orion Investment and Management Ltd. Corp. 200 South Biscayne Blvd., Seventh Floor, Miami, FL 33131 (“**Landlord**”) and **RUBY TUESDAY, INC.**, a Georgia corporation having an address of 333 East Broadway Avenue, Maryville, TN 37804, Attn: Director of Real Estate (“**Tenant**”).

WITNESSETH:

WHEREAS, Landlord’s predecessor in interest, NRD RT 30 LLC (“**NRD RT**”), and Tenant entered into that certain Unitary Master Lease Agreement dated as of December 21, 2017 (“**Master Lease**”) which Master Lease included the Premises;

WHEREAS, NRD RT and Tenant entered into that certain Memorandum of Lease (“**MOL**”) recorded as Instrument No. 20180307000073830 in the Probate Office of Shelby County, Alabama;

WHEREAS, under the terms of the Master Lease, Landlord has the right to partially assign its interest in the Master Lease with respect to individual units including the Premises (as that term is defined below) by way of creation of a single property lease executed by Landlord and Tenant relating to the property being deleted from the Master Lease;

WHEREAS, Landlord and Tenant have executed and delivered a Single Property Net Lease Agreement dated as of 8/15/19, 2019 (the “**Single Property Lease**”) pursuant to which Landlord leased to Tenant that certain property commonly known as 710 Colonial Promenade Parkway, Alabaster, AL 35007 and as more particularly described in the MOL (the “**Premises**”); and

WHEREAS, Landlord and Tenant desire to evidence of record the removal of the Premises from the Master Lease and the creation of a Single Property Lease by amending the MOL to reflect that the Premises are no longer subject to and included in the Master Lease, but are subject to the Single Property 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:

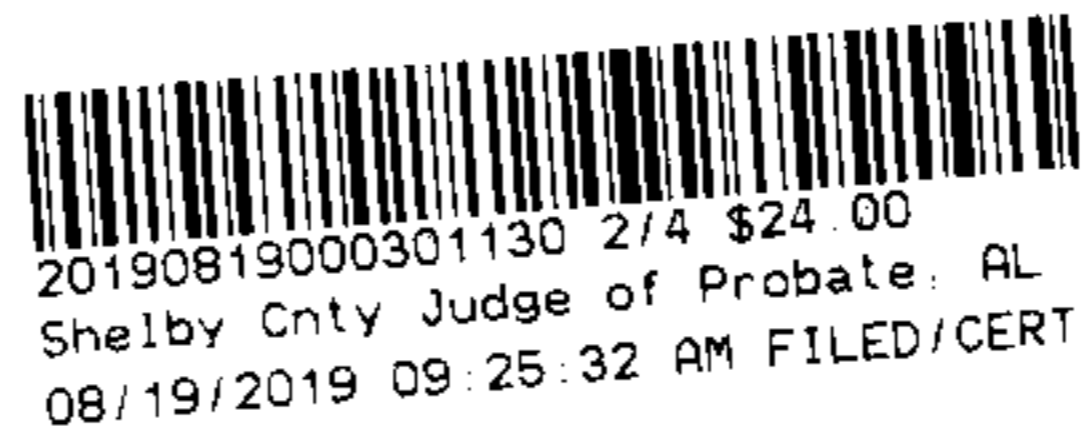
1. Recitals and Defined Terms. The recitals set forth above are incorporated in and made a part of this Memorandum. All capitalized terms used in this Memorandum which are not defined herein shall have the meanings for such terms as are set forth in the Lease.



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2. Term. The Term of the Single Property Lease shall be for approximately nineteen (19) years, commencing as of the above referred to date of the Single Property Lease and expiring at 11:59 p.m. on December 31, 2037.
3. Renewal Options. The Single Property Lease grants Tenant four (4) options to extend the Term of the Single Property Lease for additional periods of five (5) years each.
4. Original Memorandum of Lease. The MOL is hereby amended to reflect that Landlord and Tenant have simultaneously herewith executed the Single Property Lease and all references to the Lease in the MOL will now refer to the Single Property Lease.
5. Purpose of Memorandum of Lease. All of the terms and provision of the Single Property Lease are incorporated in and made a part of this Amendment as fully and completely as if set out in full herein. This Amendment is for the purpose of recording a notification as to the existence of the Single Property 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 Single Property Lease. In the event of a conflict between the terms of the Single Property Lease and the terms of this Amendment, the terms of the Single Property Lease shall control.
6. No Right of First Offer. Due to scrivener's error, the MOL states, in Section 4 thereof, that the Master Lease contains a right of first offer to purchase the Premises. In fact, the Master Lease does *not* contain a right of first offer to purchase the premises. Accordingly, Section 4 of the MOL is hereby deleted.
7. Miscellaneous. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, successors and assigns. This Amendment 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 Amendment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Premises are located. All other terms and provisions of the MOL are hereby incorporated herein including paragraph 6 thereof relating to liens.

[Signatures begin on the next page]



[Signatures continued from the previous page.]

WITNESSES:

Jennifer Miles
Print Name: Jennifer Miles

Jennifer Rhodes
Print Name: Jennifer Rhodes

“TENANT”

RUBY TUESDAY, INC.,
a Georgia corporation

By: *[Signature]*
Name: Stephanie Burke Medley
Its: Chief Strategy Officer

(CORPORATE SEAL)

State of TENNESSEE)
) ss.
County of BLOUNT)

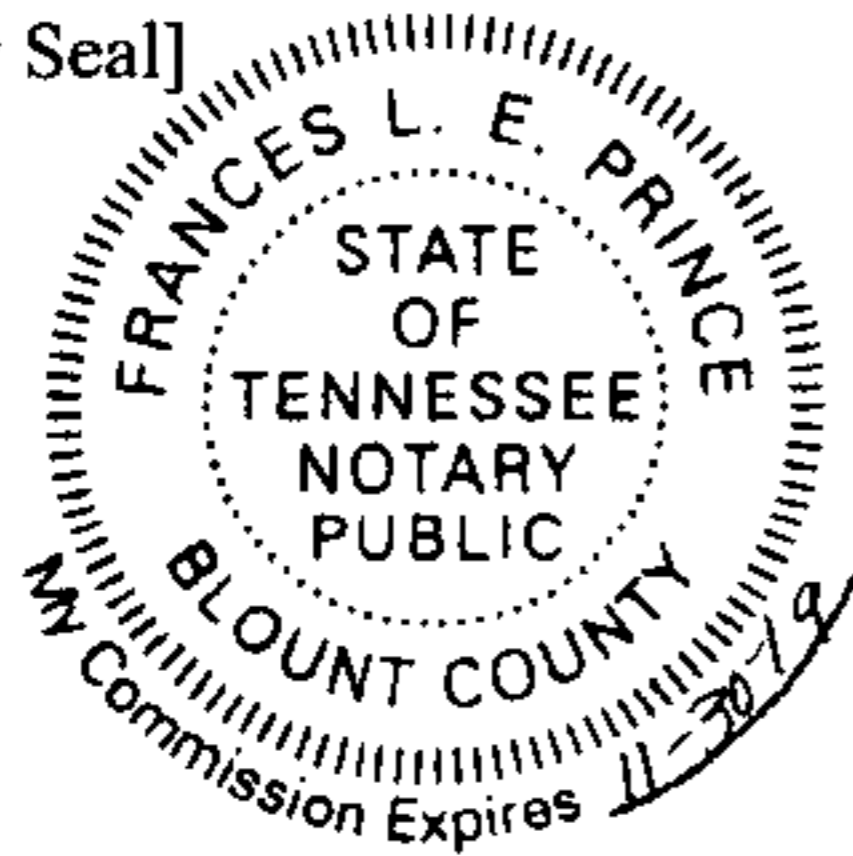
The foregoing instrument was acknowledged before me this 18 day of July, 2019 by Stephanie Burke Medley, as Chief Strategy Officer of RUBY TUESDAY, INC., a Georgia corporation on behalf of the corporation. She is personally known to me

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires: November 30, 2019 *Frances L. E. Prince*
Notary Public

[Notary Seal]

Printed Name: Frances L. E. Prince



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