

STATE OF INDIANA
LAKE COUNTY
FILED

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RECORDER

MEMORANDUM OF SUBLEASE

THIS MEMORANDUM OF SUBLEASE ("Memorandum") is made by and between RUBY TUESDAY, INC., a Georgia corporation (hereinafter referred to as "Sublessor"), whose mailing address is 150 West Church Avenue, Maryville, Tennessee 37801, and RT MICHIANA FRANCHISE, LLC, a Delaware limited liability company (hereinafter referred to as "Sublessee") whose mailing address is c/o Jerry D. Smith, 4870 Westgate, Holly, MI 48842.

In consideration of the sum of TEN AND 00/100THS DOLLARS (\$10.00) and other good and valuable consideration, including that recited in that certain Sublease effective on February 28, 2000 ("Sublease"), Sublessor hereby leases to Sublessee and Sublessee leases from Sublessor the Premises, as described in the Sublease ("Leased Premises"), which Leased Premises is a portion of that certain property situated in the County of Lake, and State of Indiana, being described on Exhibit "A" hereto, which said Exhibit "A" is by this reference incorporated herein and made a part hereof.

Sublessor, as successor in interest, through a series of mergers and name changes to Morrison Incorporated, a Delaware corporation, entered into a Lease ("Lease") on March 12, 1991, with Gary Joint Venture, an Ohio partnership, Landlord (hereinafter referred to as "Master Landlord"), which Lease, together with amendments, if any, are attached to and made an exhibit to the Sublease.

Sublessor leases to Sublessee and Sublessee leases from Sublessor the Leased Premises for a term commencing on the date Sublessor delivers the Leased Premises to Sublessee. The term of this Sublease shall end one (1) day before the expiration of the original term of the Lease. The original term of the Lease expires on January 31, 2007 and accordingly, this Sublease shall expire on January 30, 2007.

During the term of the Sublease, the Leased Premises shall be used by Sublessee for the sole purpose of operating a Ruby Tuesday restaurant.

Sublessee covenants and agrees to pay directly to the Master Landlord the minimum, percentage and other rentals, additional rentals and all other charges as provided for in the Lease.

RT Michiana Franchise, LLC - Smith
MEMORANDUM OF SUBLEASE
Merrillville, IN - Southlake Mall - HC 2942

First Title Corp
3237 Satellite Blvd
St 450
Duluth Ga. 30096

21⁰⁰
22/47

25X10

Any further subletting or assignment is subject to the terms of the Lease. Notwithstanding anything contained in the Lease, Sublessee shall not assign, further sublease or transfer Sublessee's interest in the Leased Premises in any manner, including, but not limited to, by operation of law, transfer of stock, change in ownership, or otherwise, without the prior written consent of Sublessor and of the Master Landlord. Any consent to an assignment, further subletting, or transfer shall not be deemed consent to any subsequent assignment, subletting or transfer.

The Sublease is executed in connection with that certain Operating Agreement and related documents by and between Sublessor and Sublessee for the operation of a licensed Ruby Tuesday restaurant at the Leased Premises. The Sublessee shall operate the Leased Premises in accordance with the Operating Agreement and related documents. In addition to any rights or remedies Sublessor has under the Lease or Sublease, Sublessor shall have the right to enter the Leased Premises to make any modification or alteration necessary to protect the Ruby Tuesday Restaurant System and Proprietary Marks or to cure any default under the Operating Agreement or any development agreement entered into between Sublessor, or its affiliates, and Sublessee, or its affiliates, or under the Lease or Sublease, without being guilty of trespass or any other crime or tort, and neither Landlord nor Sublessor shall be responsible for any expense or damages arising from Sublessor's action in connection therewith. Sublessee acknowledges and agrees that each of Sublessee's obligations under the Operating Agreement or any documents relating thereto, including, but not limited to, promissory note(s) are material and essential obligations of Sublessee thereunder, and that nonperformance of any of such obligations will adversely and substantially affect the Sublessor. Any breach or default of the Operating Agreement, or any documents relating thereto, including, but not limited to promissory note(s) applicable to the Leased Premises by Sublessee in its capacity as "Operator" thereunder, shall constitute a default of the Sublease, and Sublessor shall have all rights and remedies provided under the Lease or Sublease for such default. Sublessor may also terminate the Sublease under the same terms and conditions, including notice and opportunity to cure, that Sublessor would have to terminate the Operating Agreement in its capacity as "Licensor" thereunder. Any termination of the Operating Agreement shall constitute a material default hereunder, and all rights granted herein shall automatically terminate upon notice to Sublessee. The terms for default and termination under the Operating Agreement shall not act to extend or modify any right or obligation under the Lease or under the Sublease (including any provisions for notice or opportunity to cure); and, further, neither the Lease nor the Sublease shall act to extend or modify any right or obligation under the Operating Agreement.

The terms, covenants and conditions hereof and of the Sublease shall inure to and be binding upon the Sublessor and Sublessee and their respective successors and assigns.

All of the terms and provisions of the Sublease are by reference incorporated herein. Nothing contained herein is intended to or does change or modify any of the terms or provisions of the Sublease or the rights, duties, obligations, conditions and agreements created thereby, all of which remain in full force and effect. In the event of any conflict or inconsistency between

the terms of this Memorandum and the terms of the Sublease, the Sublease shall govern and control for all purposes. All capitalized terms and words of art which are used but not defined herein shall have the same respective meanings designated for such terms and words of art in the Sublease.

The effective date of this Memorandum shall be considered to be the date of the last execution hereof as reflected by the dates appearing below the signatures of the parties.

Nothing contained herein shall relieve either party of the obligations or deprive either party of the benefits contained in the Sublease.

IN WITNESS WHEREOF, Sublessor and Sublessee have executed this Memorandum of Sublease by their duly authorized representatives.

SUBLESSOR:

RUBY TUESDAY, INC.,
a Georgia corporation

By: J. Russell Woodard

Its: Senior Vice President

[CORPORATE SEAL]

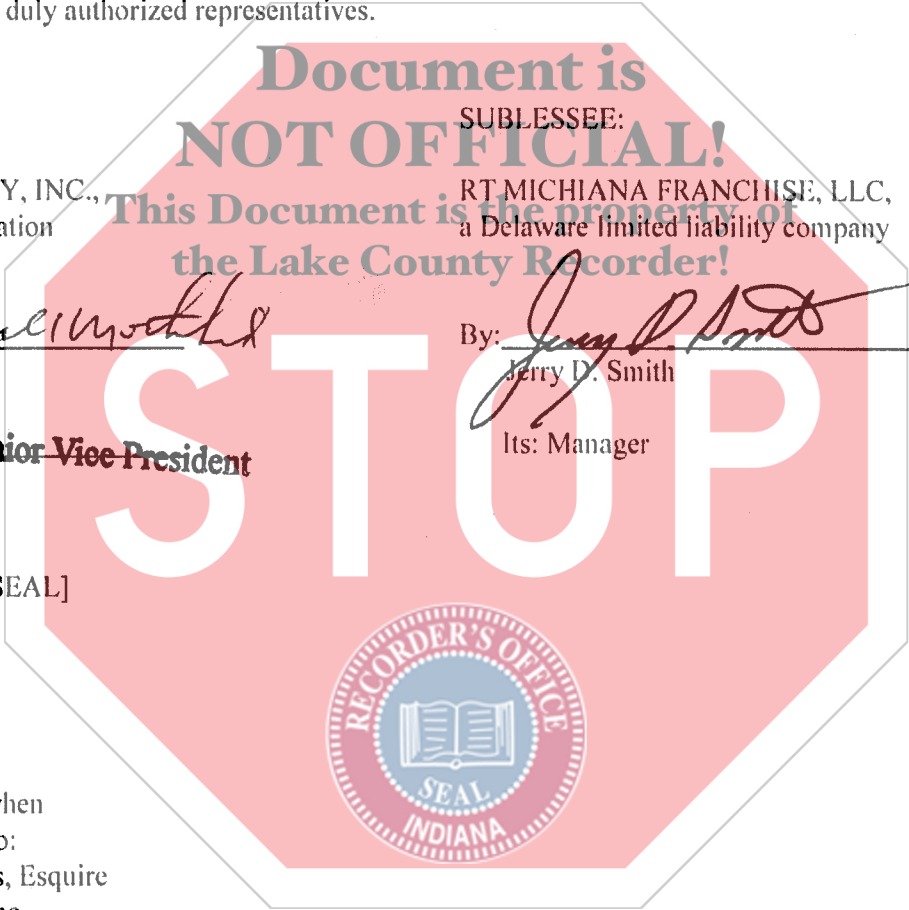
Drafted by and when
recorded return to:
Tammy Kaousias, Esquire
Ruby Tuesday, Inc.
150 West Church Avenue
Maryville, Tennessee 37801

SUBLESSEE:

RT MICHIANA FRANCHISE, LLC,
a Delaware limited liability company

By: Jerry D. Smith

Its: Manager



STATE OF TENNESSEE
) ss.
COUNTY OF BLOUNT

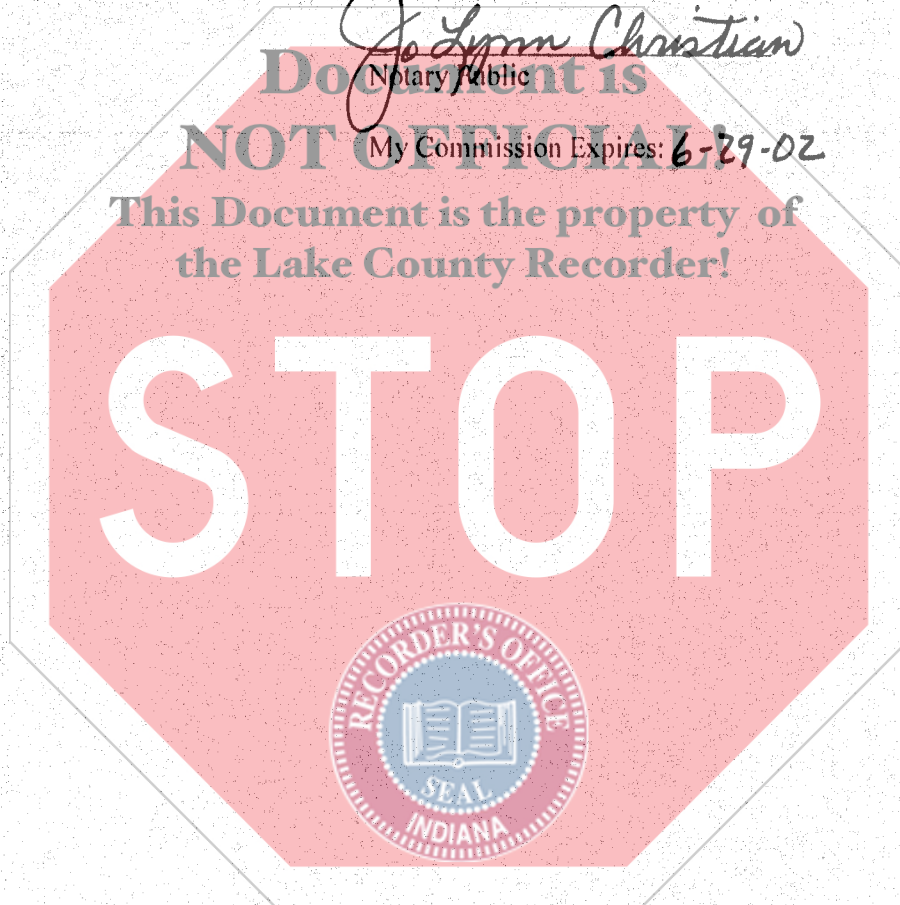
This Memorandum of Sublease is acknowledged before me this 22nd day of FEBRUARY 2000, by Jerry D. Smith, known to me to be the Manager of RT Michiana Franchise, LLC, a Delaware limited liability company.

Witness my hand and official seal.

Jo Lynn Christian
Notary Public

My Commission Expires: 6-29-02

(SEAL)



STATE OF TENNESSEE)
) ss.
COUNTY OF BLOUNT)

This Memorandum of Sublease is acknowledged before me this 22nd day
of FEBRUARY 2000, by J. RUSSELL MOTHERSHED, SENIOR VICE PRESIDENT of
RUBY TUESDAY, INC., a Georgia corporation.

Witness my hand and official seal.

Jo Lynn Christian
Notary Public

My Commission Expires 6-29-02

(SEAL)

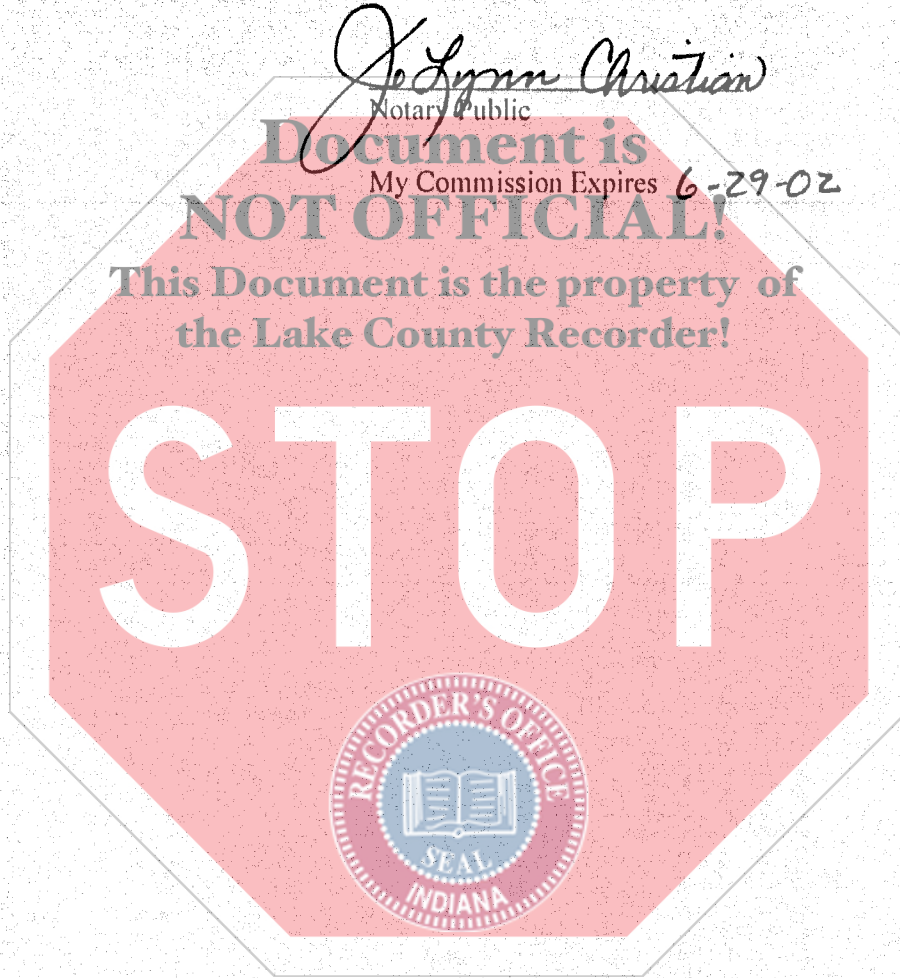


EXHIBIT A

LEGAL DESCRIPTION

Unit No. AU-500 of the SOUTHLAKE MALL in Merrillville, Indiana more particularly described as follows:
PARCEL 1: PART OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 3 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 SECONDS 24 MINUTES EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET, 376.01 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 904.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 71.31 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 58 DEGREES 57 MINUTES 55 SECONDS WEST, 188.62 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 251.51 FEET; THENCE NORTH 43 DEGREES 20 MINUTES 00 SECONDS WEST, 334.48 FEET; THENCE NORTH 46 DEGREES 43 MINUTES 00 SECONDS EAST, 255.69 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 25 DEGREES 43 MINUTES 53 SECONDS WEST, 94.17 FEET; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST, 78.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 4 DEGREES 42 MINUTES 06 SECONDS WEST, 172.88 FEET; THENCE NORTH 9 DEGREES 35 MINUTES 46 SECONDS EAST, 177.00 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS NORTH 35 DEGREES 24 MINUTES 14 SECONDS WEST, 49.50 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 14 SECONDS WEST, 103.84 FEET; THENCE ALONG THE ARC OF A 370 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 86 DEGREES 33 MINUTES 07 SECONDS WEST, 79.25 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, 225.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 80.00 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 225.00 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 06 DEGREES 33 MINUTES 07 SECONDS EAST, 96.39 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 103.84 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 57 DEGREES 16 MINUTES 30 SECONDS EAST, 47.13 FEET; THENCE ALONG THE ARC OF A 340 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS NORTH 32 DEGREES 13 MINUTES 26 SECONDS EAST, 201.90 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 39 DEGREES 44 MINUTES 54 SECONDS EAST, 152.39 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, 185.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 552.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE ALONG THE ARC OF A 53.617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, 3.03 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 29.84 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A 300.68 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 19 DEGREES 45 MINUTES 47 SECONDS EAST, 189.82 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS SOUTH 4 DEGREES 04 MINUTES 54 SECONDS EAST, 39.23 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 154.98 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 416.47 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 292.00 FEET; THENCE SOUTH 62 DEGREES 52 MINUTES 00 SECONDS EAST, 105.36 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 355.70 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 95.71 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 222.80 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 312.59 FEET; THENCE SOUTH 80 DEGREES 38 MINUTES 13 SECONDS WEST, 179.55 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 40.30 FEET; THENCE NORTH 68 DEGREES 38 MINUTES 13 SECONDS EAST, 105.90 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 43 DEGREES 38 MINUTES 13 SECONDS EAST, 49.50 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 78.93 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS

WEST, 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U. S. ROUTE #30;
THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 180.00 FEET ALONG
THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 1
DEGREE 21 MINUTES 47 SECONDS EAST, 108.93 FEET; THENCE ALONG THE ARC
OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS
SOUTH 46 DEGREES 21 MINUTES 47 SECONDS EAST, 49.50 FEET; THENCE NORTH
88 DEGREES 38 MINUTES 13 SECONDS EAST, 196.21 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 392.71 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 254.00 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 666.70 FEET; THENCE NORTH 72
DEGREES 08 MINUTES 00 SECONDS EAST, 736.50 FEET; THENCE ALONG THE ARC
OF A 712 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS
NORTH 6 DEGREES 49 MINUTES 08 SECONDS WEST, 322.07 FEET; THENCE NORTH
87 DEGREES 14 MINUTES 16 SECONDS EAST, 83.44 FEET; THENCE DUE SOUTH
353.91 FEET; THENCE SOUTH 9 DEGREES 47 MINUTES 44 SECONDS WEST, 174.01
FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 700.00 FEET;
THENCE SOUTH 21 DEGREES 39 MINUTES 19 SECONDS EAST, 210.00 FEET;
THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 130.00 FEET;
THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET;
THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 48.58 FEET; THENCE
NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 479.41 FEET; THENCE SOUTH
72 DEGREES 08 MINUTES 00 SECONDS WEST, 73.73 FEET; THENCE NORTH 17
DEGREES 52 MINUTES 00 SECONDS WEST, 120.00 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 270.00 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 116.00 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 87.86 FEET; THENCE SOUTH 20
DEGREES 19 MINUTES 09 SECONDS WEST, 100.51 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 451.23 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 466.71 FEET; THENCE SOUTH 68
DEGREES 21 MINUTES 41 SECONDS WEST, 183.84 FEET TO THE POINT OF
BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE
NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2402.02 FEET ALONG THE WEST
LINE OF SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 EAST, 330.00
FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET;
THENCE NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, 510.01 FEET;

