

Entered As Instrument No
0200500547

STATE OF NEBRASKA)
COUNTY OF HALL) SS

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Kathy Beach
REG. OF DEEDS

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G.I.ABSTRACT

RESTRICTIVE USE AGREEMENT

THIS RESTRICTIVE USE AGREEMENT dated January 18, 2005, is between ALLEN 13TH STREET LLC, a Nebraska limited liability company; ALLEN PHASE III LLC, a Nebraska limited liability company; ALLEN 281 LLC, a Nebraska limited liability company; and ALLEN WEBB ROAD LLC, a Nebraska limited liability company (each referred to herein by their individual names and collectively as the "Allen Entities"); and RT OMAHA FRANCHISE, LLC, a Delaware limited liability company (herein referred to as "RT").

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PRELIMINARY STATEMENT

On October 21, 2004, ALLEN 13TH STREET LLC and RT entered into a Real Property Sale Agreement ("Agreement") for the purchase and sale of Lot 21, Meadowlark West Third Subdivision, a subdivision as surveyed, platted and recorded in Hall County, Nebraska (the "RT Property").

Allen 13th Street LLC is the record owner of Lots 22 and 23, Meadowlark West Third Subdivision, a subdivision as surveyed, platted and recorded in Hall County, Nebraska.

Allen Phase III LLC is the record owner of Lots 10 and 11, Meadowlark West Third Subdivision, and Lots 9, 13, 14 and 15, Meadowlark West Fourth Subdivision, subdivisions as surveyed, platted and recorded in Hall County, Nebraska.

Allen 281 LLC is the record owner of Lots 14, 15, 16, 17, 18 and 19, Meadowlark West Third Subdivision, a subdivision as surveyed, platted and recorded in Hall County, Nebraska.

Allen Webb Road LLC is the record owner of Lots 1, 2, 10, 11 and 12, Meadowlark West Fourth Subdivision, a subdivision as surveyed, platted and recorded.

The Allen Entities are related in ownership. The lots owned by the Allen Entities are a part of the Eagle Run Shopping Center and are collectively referred to herein as the "Allen Properties".

As a mutual condition precedent to the obligation to close, Allen 13th Street LLC and RT agreed to cause a restrictive use agreement to be executed by the Allen Entities which would restrict the use of the Allen Properties. For the purpose of satisfying the mutual condition precedent specified in the Agreement and evidencing the understanding between Allen 13th Street LLC and RT, the Allen Entities and RT have entered into this Agreement.

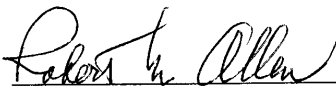
TERMS AND CONDITIONS

In consideration of the foregoing Preliminary Statement which is repeated in its entirety and incorporated herein by this section of this Restrictive Use Agreement, and in consideration of the sale and purchase of the RT Property, the Allen Entities and RT agree as follows:

1. Use Restriction. The Allen Entities agree that for a period of nine (9) months from the date hereof and thereafter so long as the RT Property is operated and open for business (except for periods of casualty or limited periods of remodeling) as a casual dining restaurant with alcoholic beverage service similar in concept and menu as a "Ruby Tuesday" as such concept is operated and such menu exists on the date of this Restrictive Use Agreement, the Allen Entities agree, as to one or more of the Allen Properties owned by each of them, that each of them will not sell, use, lease or permit any portion of the Allen Properties owned by each of them to be used for those casual dining restaurants with alcoholic beverage service now known as Applebee's, TGI Friday's, Chili's, Houlihan's, Houston's, McGregor's, O'Charley's, Grady's, and Spats.

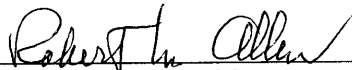
2. Binding Effect. This Restrictive Use Agreement shall be binding upon and inure to the benefit of the Allen Entities and RT and their respective successors and assigns, and shall be deemed and construed as a covenant running against the land. The terms of this Restrictive Use Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by those Allen Entities whose parcel or parcels are the subject matter of such amendment, waiver or termination and RT or their respective successors and assigns. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

ALLEN 13TH STREET LLC, a Nebraska
limited liability company


By: 
Robert M. Allen, Manager

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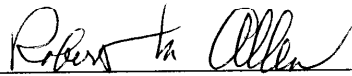
ALLEN PHASE III LLC, a Nebraska limited liability company

By: 
Robert M. Allen, Manager

ALLEN 281 LLC, a Nebraska limited liability company

By: 
Robert M. Allen, Manager

ALLEN WEBB ROAD LLC, a Nebraska limited liability company

By: 
Robert M. Allen, Manager

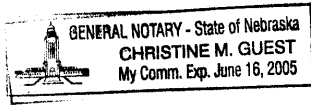
RT OMAHA FRANCHISE, LLC, a Delaware limited liability company

By: 
Doug Daize, Manager

STATE OF NEBRASKA)
) ss.
COUNTY OF Adams)

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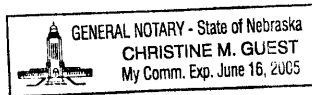
The foregoing instrument was acknowledged before me this 18th day of January, 2005, by ROBERT M. ALLEN, Manager of ALLEN 13TH STREET LLC, a Nebraska limited liability company, on behalf of the company.



Christine M. Guest
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Adams)

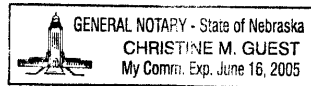
The foregoing instrument was acknowledged before me this 18th day of January, 2005, by ROBERT M. ALLEN, Manager of ALLEN PHASE III LLC, a Nebraska limited liability company, on behalf of the company.



Christine M. Guest
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 18th day of January, 2005, by ROBERT M. ALLEN, Manager of ALLEN 281 LLC, a Nebraska limited liability company, on behalf of the company.

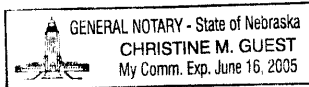


Christine M. Guest
Notary Public

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STATE OF NEBRASKA)
) ss.
COUNTY OF Adams)

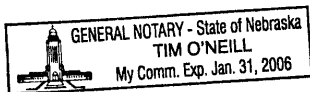
The foregoing instrument was acknowledged before me this 18th day of January, 2005, by ROBERT M. ALLEN, Manager of ALLEN WEBB ROAD LLC, a Nebraska limited liability company, on behalf of the company.



Christine M. Guest
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 19th day of January, 2005, by DOUG DAIZE, Manager of RT OMAHA FRANCHISE, LLC, a Delaware limited liability company, on behalf of the company.



T. O'Neill
Notary Public