
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): January 21, 2010

RUTH'S HOSPITALITY GROUP, INC.

(Exact name of Registrant as specified in its charter)

Delaware
**(State or other jurisdiction
of incorporation)**

000-51485
**(Commission
File Number)**

72-1060618
**(IRS Employer
Identification No.)**

500 International Parkway, Suite 100, Heathrow, Florida 32746
(Address of Principal executive offices, including Zip Code)

(407) 333-7440
(Registrant's telephone number, including area code)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01 Other Events.

In connection with the previously announced rights offering by Ruth's Hospitality Group, Inc. (the "Company") of transferable subscription rights to the holders of the Company's common stock, par value \$0.01 per share ("Common Stock"), to purchase approximately 14.0 million shares of Common Stock, the Company is filing the items included as exhibits (other than Exhibit 99.8) to this current report on Form 8-K for the purpose of incorporating such items as exhibits in the Company's Registration Statement on Form S-3 (File No. 333-160231).

Additionally, on January 21, 2010, the Company issued a press release announcing the filing of a Prospectus Supplement to its Registration Statement and a Definitive Proxy Statement with respect to its previously announced special meeting of shareholders. A copy of the press release is filed as Exhibit 99.8 hereto and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	Form of Subscription Rights Certificate
5.1	Opinion of Kirkland & Ellis LLP regarding the validity of the subscription rights and common stock being offered
10.1	Dealer Manager Agreement, dated as of January 21, 2010, between Ruth's Hospitality Group, Inc. and Jefferies & Company, Inc.
23.1	Consent of Kirkland & Ellis LLP (included as part of Exhibit 5.1)
99.1	Form of Instructions as to Use of Subscription Rights Certificates
99.2	Form of Notice of Guaranteed Delivery for Subscription Rights Certificates
99.3	Form of Letter to Stockholders who are Record Holders
99.4	Form of Letter to Nominee Holders whose Clients are Beneficial Holders
99.5	Form of Letter to Clients of Nominee Holders
99.6	Nominee Holder Certification
99.7	Beneficial Owner Election Form (included as part of Exhibit 99.5)
99.8	Press release, dated January 21, 2010

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RIGHTS CERTIFICATE #:

NUMBER OF RIGHTS:

THE TERMS AND CONDITIONS OF THE RIGHTS OFFERING ARE SET FORTH IN RUTH'S HOSPITALITY GROUP, INC.'S (THE "COMPANY") PROSPECTUS SUPPLEMENT DATED JANUARY 21, 2010 (THE "PROSPECTUS SUPPLEMENT") AND ARE INCORPORATED HEREIN BY REFERENCE. COPIES OF THE PROSPECTUS SUPPLEMENT ARE AVAILABLE UPON REQUEST FROM GEORGESON INC., AS THE INFORMATION AGENT, AND ARE AVAILABLE ONLINE AT THE U.S. SECURITIES AND EXCHANGE COMMISSION'S WEBSITE WWW.SEC.GOV.

Ruth's Hospitality Group, Inc.

Incorporated under the laws of the State of Delaware

CUSIP NO.: 783332 117

FORM OF SUBSCRIPTION RIGHTS CERTIFICATE

Evidencing Subscription Rights to Purchase Shares of Common Stock of Ruth's Hospitality Group, Inc.

Subscription Price: \$2.50 per share of Common Stock

VOID IF NOT EXERCISED ON OR BEFORE 5:00 P.M., NEW YORK CITY TIME, ON FEBRUARY 9, 2010, UNLESS EXTENDED BY THE COMPANY

**REGISTERED
OWNER:**

THIS CERTIFIES THAT the registered owner whose name is inscribed hereon is the owner of the number of transferable subscription rights ("Rights") set forth above. Each Right entitles the holder thereof to subscribe for and purchase 0.579232 shares of common stock, par value \$0.01 per share (the "Common Stock"), of Ruth's Hospitality Group, Inc., a Delaware corporation, at a subscription price of \$2.50 per share (the "Basic Subscription Right"), rounded down to the nearest whole share, pursuant to a rights offering (the "Rights Offering"), on the terms and subject to the conditions set forth in the Prospectus Supplement and in the "Instructions as to Use of Ruth's Hospitality Group, Inc. Subscription Rights Certificates" accompanying this Subscription Rights Certificate. The valid exercise of all of the Rights represented by this Subscription Rights Certificate shall also entitle the holder thereof to subscribe for and purchase shares of Common Stock not purchased by the other holders of Rights through their exercise of such Rights (the "Oversubscription Right"), subject to the terms and

conditions set forth in the Prospectus Supplement. If a holder elects to exercise the Oversubscription Right, such holder must do so concurrently with its exercise of the Basic Subscription Right. Fractional shares of Common Stock will not be issued in this Rights Offering. The Rights represented by this Subscription Rights Certificate may be exercised by duly completing Form 1 and any other appropriate forms on the reverse side hereof and by returning the full payment of the subscription price for each whole share of Common Stock as to which the Rights evidenced by this Subscription Rights Certificate are exercised, in accordance with the "Instructions as to Use of Ruth's Hospitality Group, Inc. Subscription Rights Certificates" that accompany this Subscription Rights Certificate. The Rights represented by this Subscription Rights Certificate are governed by the laws of the State of Delaware.

Transferable upon the books of Ruth's Hospitality Group, Inc. in person or by duly authorized attorney upon surrender of this Subscription Rights Certificate properly endorsed. This Subscription Rights Certificate is not valid unless countersigned by the subscription agent and registered by the registrar.

Witness the signatures of Ruth's Hospitality Group, Inc. duly authorized officers.

Dated:

Michael P. O'Donnell
President and Chief Executive Officer

Robert M. Vincent
Executive Vice President,
Chief Financial Officer and Secretary

DELIVERY OPTIONS FOR SUBSCRIPTION RIGHTS CERTIFICATE

Delivery other than in the manner or to the address listed below will not constitute valid delivery.

If delivering by hand, mail or overnight courier:
American Stock Transfer & Trust Company, LLC
Attn: Reorganization Administration
6201 15th Avenue
Brooklyn, New York 11219

PLEASE PRINT ALL INFORMATION CLEARLY AND LEGIBLY.

FORM 1-EXERCISE OF SUBSCRIPTION RIGHTS

To subscribe for shares pursuant to your Basic Subscription Right and Oversubscription Right, please complete lines (a), (b), (c) and (d) and sign under Form 4 below. To the extent you subscribe for more shares than you are entitled, you will be deemed to have elected to purchase the maximum number of shares for which you are entitled to subscribe.

(a) EXERCISE OF BASIC SUBSCRIPTION RIGHT:

I exercise _____ rights x 0.579232 = _____
(no. of rights) (ratio) (no. of new shares)

(b) EXERCISE OF OVERSUBSCRIPTION RIGHT:

I exercise _____ rights x 0.579232 = _____
(no. of rights) (ratio) (no. of new shares)

(c) EXERCISE OF SUBSCRIPTION RIGHTS:

Therefore, I apply for _____ shares x \$2.50 = \$ _____
(total no. of new shares) (subscription price) (amount Enclosed)
(do not include fractional shares)

(d) METHOD OF PAYMENT (CHECK ONE)

- Uncertified check, payable to "American Stock Transfer & Trust Company, LLC (acting as subscription agent for Ruth's Chris)."
- Certified or cashier's check or bank draft drawn on a U.S. bank, payable to "American Stock Transfer & Trust Company, LLC (acting as subscription agent for Ruth's Chris)."
- U.S. Postal Money Order, payable to "American Stock Transfer & Trust Company, LLC (acting as subscription agent for Ruth's Chris)."
- Wire transfer of immediately available funds directly to the account maintained by American Stock Transfer & Trust Company, LLC (acting as subscription agent for Ruth's Chris), for purposes of accepting subscriptions in this Rights Offering at JPMorgan Chase Bank, 55 Water Street, New York, New York 10005, ABA #021000021, Account # 957-341288 Attention: American Stock Transfer Ruth's Hospitality Group, Inc., with reference to the rights holder's name.

FORM 2-TRANSFER TO DESIGNATED TRANSFEREE

To transfer your subscription rights to another person, complete this Form 2 and have your signature guaranteed under Form 5.

For value received _____ of the subscription rights represented by this Subscription Rights Certificate are assigned to:

Social Security # or Taxpayer ID #: _____

Signature(s): _____

IMPORTANT: The signature(s) must correspond with the name(s) as printed on the reverse of this Subscription Rights Certificate in every particular, without alteration or enlargement, or any other change whatsoever.

FOR INSTRUCTIONS ON THE USE OF RUTH'S HOSPITALITY GROUP, INC. SUBSCRIPTION RIGHTS CERTIFICATES, CONSULT GEORGESON INC., THE INFORMATION AGENT, AT (800) 676-0281.

FORM 3-DELIVERY TO DIFFERENT ADDRESS

If you wish for the Common Stock underlying your subscription rights, a certificate representing unexercised subscription rights or the proceeds of any sale of subscription rights to be delivered to an address different from that shown on the face of this Subscription Rights Certificate, please enter the alternate address below, sign under Form 4 and have your signature guaranteed under Form 5.

FORM 4-SIGNATURE

TO SUBSCRIBE: I acknowledge that I have received the Prospectus Supplement for the Rights Offering and I hereby irrevocably subscribe for the number of shares indicated above on the terms and conditions specified in the Prospectus Supplement.

Signature(s): _____

IMPORTANT: The signature(s) must correspond with the name(s) as printed on the reverse of this Subscription Rights Certificate in every particular, without alteration or enlargement, or any other change whatsoever.

FORM 5-SIGNATURE GUARANTEE

This form must be completed if you have completed any portion of Forms 2 or 3.

Signature Guaranteed: _____
(Name of Bank or Firm)

By: _____
(Signature of Officer)

IMPORTANT: The signature(s) should be guaranteed by an eligible guarantor institution (bank, stock broker, savings & loan association or credit union) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15.

KIRKLAND & ELLIS LLP

AND AFFILIATED PARTNERSHIPS

300 North LaSalle Street
Chicago, Illinois 60654

312 862-2000

www.kirkland.com

January 21, 2010

Facsimile:
312 862-2200

Ruth's Hospitality Group, Inc.
500 International Parkway, Suite 100
Heathrow, Florida 32746

Ladies and Gentlemen:

We have acted as special counsel to Ruth's Hospitality Group, Inc., a Delaware corporation (the "Company"), in connection with the registration under the Securities Act of 1933, as amended (the "Securities Act"), of (i) subscription rights (the "Rights") to purchase common stock, par value \$0.01 per share, of the Company ("Common Stock") pursuant to a rights offering (the "Rights Offering") made to holders of Common Stock (the "Rights Holders") and (ii) shares of Common Stock issuable upon the exercise of the Rights. Such shares of Common Stock when issued are referred to herein as the "Shares" and the issuance of each of the Rights and the Shares, as applicable, is referred to herein as the "Issuance." The Rights and Shares are being issued and/or offered and sold, as applicable, under a registration statement on Form S-3 under the Securities Act originally filed with the Securities and Exchange Commission (the "Commission") on June 25, 2009 (Registration Nos. 333-160625 and 333-160625-01 through -11) (as amended by pre-effective Amendment No.1, the "Registration Statement"), including a base prospectus dated July 31, 2009 (the "Base Prospectus") and a prospectus supplement dated January 21, 2010 (the "Prospectus Supplement" and together with the Base Prospectus the "Prospectus").

In connection therewith, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including: (i) the organizational documents of the Company, including the Amended and Restated Certificate of Incorporation and the Restated By-laws of the Company, (ii) minutes and records of the corporate proceedings of the Company with respect to the Registration Statement and the Issuance, (iii) the Registration Statement and the exhibits thereto and the Prospectus and (iv) the form of subscription rights certificate in respect of the Rights.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. We have not independently established or verified any facts relevant to the opinions expressed herein, but have relied upon statements and representations of officers and other representatives of the Company. We have also assumed that (i) the stock certificates evidencing the Shares will conform to the specimen common stock certificate examined by us and will be duly executed and delivered and (ii) the certificates evidencing the Rights will conform to the specimen subscription rights certificate examined by us and will be duly executed and delivered.

KIRKLAND & ELLIS LLP

Ruth's Hospitality Group, Inc.
January 21, 2010
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Based upon and subject to the qualifications, assumptions and limitations set forth herein, we are of the opinion that:

1) The Rights have been duly authorized and, when issued, will be the valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, except to the extent that enforcement thereof may be limited by (a) bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (b) general principles of equity (regardless of whether enforceability is considered in a proceeding at law or in equity).

2) When the Shares are issued and delivered against payment therefor upon due exercise of Rights as contemplated in the Prospectus, the Shares will be duly authorized, validly issued, fully paid and nonassessable.

Our opinion expressed above is subject to the qualification that we express no opinion as to the applicability of, compliance with, or effect of any laws except the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware constitution and reported judicial decisions interpreting the foregoing).

We hereby consent to the filing of this opinion with the Commission as Exhibit 5.1 to the Company's Current Report on Form 8-K and to its incorporation by reference into the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Prospectus constituting part of the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the Issuance.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion after the date hereof should the General Corporation Law of the State of Delaware be changed by legislative action, judicial decision or otherwise after the date hereof.

KIRKLAND & ELLIS LLP

Ruth's Hospitality Group, Inc.
January 21, 2010
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Sincerely,

/s/ KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS LLP

DEALER MANAGER AGREEMENT

January 21, 2010

Jefferies & Company, Inc.,
as Dealer Manager
520 Madison Avenue
New York, New York 10022

Ladies and Gentlemen:

Ruth's Hospitality Group, Inc., a Delaware corporation (the "**Company**"), proposes to distribute transferable rights (the "**Rights**") to subscribe for and purchase, at the election of the holders of the Rights (the "**Rights Holders**"), an aggregate of approximately 14,000,000 shares (the "**Underlying Shares**"), of its common stock, par value \$0.01 per share (the "**Common Stock**"), to the holders of record of its Common Stock at 5:00 p.m., Eastern Time, on January 20, 2010 at a subscription price of \$2.50 per full share (the "**Rights Offering**"). Each Right consists of a subscription privilege allowing the Rights Holders to purchase 0.579232 shares of Common Stock. Each Right Holder that exercises all its Rights will have an oversubscription privilege that entitles such Right Holder to subscribe for additional Underlying Shares at the same subscription price per full Underlying Share if any Underlying Shares are not subscribed as of the expiration date by other Rights Holders pursuant to their Rights.

It is anticipated that the Rights will be exercisable for a period of 20 days (starting on January 21, 2010 and ending on February 9, 2010), unless extended by the Company (the "**Subscription Period**"), and that through the next to last day of the Subscription Period the Rights will be eligible for trading on the NASDAQ Global Select Market. The terms and the conditions of the Rights Offering are set forth in the Prospectus (as defined herein) to be used in connection with the Rights Offering. The Rights and the Underlying Shares are collectively referred to herein as the "**Securities**." This Dealer Manager Agreement, as amended, supplemented or modified from time to time is referred to herein as this "**Agreement**."

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement on Form S-3 (File No. 333-160231) pursuant to the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "**Securities Act**"), which has been declared effective by the Commission. "**Registration Statement**" at any particular time means such registration statement in the form then filed with the Commission, including any amendment thereto, any document incorporated by reference therein and all 430B Information and all 430C Information (each term as defined herein) with respect to such registration statement, that in any case has not been superseded or modified. "**Registration Statement**" without reference to a time means the Registration Statement as of the effective time pursuant to Rule 430B(f) of the Securities Act. For purposes of this definition, 430B Information shall be considered to be included in the Registration Statement as of the time specified in Rule 430B of the Securities Act.

For purposes of this Agreement, (i) "**430B Information**" means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430B(e) of

the Securities Act or retroactively deemed to be a part of the Registration Statement pursuant to Rule 430B(f) of the Securities Act; (ii) “**430C Information**” means information included in a prospectus then deemed to be a part of the Registration Statement pursuant to Rule 430C of the Securities Act; (iii) “**Prospectus**” means the Statutory Prospectus that discloses the public offering price, other 430B Information and other final terms of the Securities and otherwise satisfies Section 10(a) of the Securities Act; (iv) “**Statutory Prospectus**” with reference to any particular time means the prospectus relating to the Securities that is included in the Registration Statement immediately prior to that time, including all 430B Information and all 430C Information with respect to the Registration Statement (for purposes of the foregoing definition, 430B Information shall be considered to be included in the Statutory Prospectus only as of the actual time that form of prospectus (including a prospectus supplement) is filed with the Commission pursuant to Rule 424(b) and not retroactively); and (v) “**Issuer Free Writing Prospectus**” means any “issuer free writing prospectus,” as defined in Rule 433 relating to the Rights Offering or the Securities, in each case, in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Company’s records pursuant to Rule 433(g).

The (i) execution or delivery of this Agreement by the Company, (ii) Rights Offering, (iii) performance by the Company of its obligations under this Agreement, and (iv) transactions contemplated hereby and thereby are referred to herein collectively as the “**Transactions.**”

Section 1. Engagement.

- (a) *Exclusivity.* The Company has previously engaged you as financial advisor pursuant to that certain letter agreement dated July 2, 2009 (as such letter agreement may be amended or modified, the “**Engagement Letter**”). The Company hereby appoints you as the exclusive dealer manager (the “**Dealer Manager**”) and authorizes you to act on its behalf in connection with the Transactions as specified herein, all in accordance with, and subject to the terms and conditions of, this Agreement and the procedures described in the Rights Offering Materials (as defined herein) prepared by the Company. On the basis of the representations and warranties and agreements of the Company herein contained and subject to and in accordance with the terms and conditions hereof and of the Rights Offering Materials, you hereby agree to act as Dealer Manager in connection with the Transactions, and in connection therewith, you shall act in accordance with your customary practices and shall perform those services in connection with the Transactions that are customarily performed by investment banking firms in connection with acting as a dealer manager of rights offerings of like nature, including, but not limited to, assisting the Company in its preparation of the Rights Offering Materials, using reasonable efforts to identify Rights Holders and solicit the exercise of Rights pursuant to the Rights Offering, communicating generally regarding the Rights Offering with brokers, dealers, commercial banks, trust companies and other persons, including other Rights Holders, and facilitating communications with Rights Holders until the date on which the Subscription Period expires or is otherwise terminated in accordance with its terms.

- (b) *No Agency or Fiduciary Relationship with the Company.* The Company acknowledges and agrees that you have been retained hereunder to act solely as Dealer Manager and authorizes you to act in such capacity in connection with the Transactions. Nothing herein shall be deemed to modify any obligations due to you under the Engagement Letter. In such capacity, you shall act hereunder as an independent contractor and shall not be deemed the agent or fiduciary of the Company or any of its affiliates, equity holders or creditors or of any other person, and all of your duties pursuant to this Agreement shall be owed solely to the Company. In soliciting the exercise of Rights pursuant to the Rights Offering, no securities broker or dealer (other than yourself), commercial bank or trust company shall be deemed to act as your agent or agent of the Company, and you, as Dealer Manager, shall not be deemed the agent of any other securities broker or dealer or of any commercial bank or trust company. The Company has obtained its own tax, accounting and legal advisors and is not relying on you or your counsel for such matters.
- (c) *Communication with Other Parties.* The Company authorizes you to communicate with American Stock Transfer & Trust Company, LLC, in its capacity as the subscription agent (the “**Subscription Agent**”) and Georgeson Inc., in its capacity as the information agent (the “**Information Agent**,” and together with the Subscription Agent, the “**Agents**”) retained by the Company with respect to matters relating to the Rights Offering.
- (d) *Limitation on Liability.* Neither the Dealer Manager nor any of its affiliates, partners, directors, officers, consultants, agents, employees or controlling persons (if any) shall be subject to any loss, claim, damage, liability or expense owed to the Company or any of the Company’s affiliates or subsidiaries for any act or omission on the part of any broker or dealer in securities (other than the Dealer Manager), bank, trust company, nominee or any other person, and the Dealer Manager shall not be liable for its own acts or omissions in performing its obligations as Dealer Manager except for any losses, claims, damages, liabilities and expenses determined in a final and non-appealable judgment by a court of competent jurisdiction to have resulted directly from any such acts or omissions undertaken or omitted to be taken by the Dealer Manager through its gross negligence or willful misconduct.

Section 2. The Rights Offering Materials.

- (a) *Furnishing of Rights Offering Materials.* The Company agrees to furnish you, at its expense, with as many copies as you may reasonably request of (i) each of the documents, including the Prospectus, that is filed with the Commission or any other Federal, state, local or foreign governmental or regulatory authorities or any court (each an “**Other Agency**” and collectively, the “**Other Agencies**”) and all documents incorporated therein by reference, (ii) each solicitation statement, disclosure document or other explanatory statement, or other report, filing, document, release or communication mailed, delivered, published, or filed by or on behalf of the Company in connection with the Rights Offering, including a

copy of the form of the Subscription Rights Certificate, the Instructions as to Use of Ruth's Hospitality Group, Inc. Subscription Rights Certificates and the Notice of Guaranteed Delivery, and any Issuer Free Writing Prospectus, (iii) each document required to be filed with the Commission pursuant to the provisions of the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), pertaining to either the Rights Offering or the Company during the term of this Agreement and (iv) each appendix, attachment, modification, amendment or supplement to any of the foregoing and all related documents (each of (i), (ii), (iii) and (iv), together with each document incorporated by reference into any of the foregoing, the "**Rights Offering Materials**").

- (b) *Use of Rights Offering Materials.* You are authorized to use the Rights Offering Materials in connection with the Rights Offering and any such other offering materials and information as the Company may prepare or approve (the "**Other Materials**"). You shall, however, have no obligation to cause copies of the Rights Offering Materials or any Other Materials to be transmitted generally to the Rights Holders. You agree to furnish no written material to Rights Holders in connection with the Rights Offering other than the Rights Offering Materials and the Other Materials. The Company agrees that no Rights Offering Materials and Other Materials will be used in connection with the Rights Offering or filed with the Commission or any Other Agency with respect to the Rights Offering without your prior approval, which approval shall not be unreasonably withheld or delayed.
- (c) *Responsibility for and Verification of Rights Offering Materials.* The Company agrees that the Rights Offering Materials and any Other Materials have been or will be prepared and approved by, and, except for statements included in the Rights Offering Materials or any Other Materials in reliance upon and in conformity with written information furnished to the Company by you expressly for use therein, are the sole responsibility of the Company. The Company acknowledges and agrees that you may use the Rights Offering Materials and the Other Materials as specified herein without assuming any responsibility for independent investigation or verification on your part, except for statements included in the Rights Offering Materials or any Other Materials in reliance upon and in conformity with written information furnished to the Company by you expressly for use therein, and the Company represents and warrants to you that you may rely on the accuracy and adequacy of any information delivered to you by or on behalf of the Company without assuming any responsibility for independent verification of such information or without performing or receiving any appraisal or evaluation of the Company's assets or liabilities, except with respect to any statements contained in, or any matter omitted from, the Rights Offering Materials or the Other Materials in reliance upon and in conformity with information furnished or confirmed in writing by you to the Company expressly for use therein. Any such investigation or verification by you, at your sole discretion, shall not relieve the Company of any responsibility for the Rights Offering Materials, the Other Materials or for its representations, warranties or indemnities contained herein.

Section 3. Covenants of the Company.

The Company covenants and agrees with you that:

- (a) *Information for Rights Holders.* At or before the commencement of the Rights Offering, the Company shall cause to be issued a press release setting forth the material terms of the Rights Offering, and the Company shall cause to be delivered in a timely manner to each Rights Holder the Prospectus, a Subscription Rights Certificate or Subscription Rights Certificates representing such Rights Holder's Rights, the Instructions as to Use of Ruth's Hospitality Group, Inc. Subscription Rights Certificates and the Notice of Guaranteed Delivery and any other appropriate Rights Offering Materials or Other Materials prepared or approved by the Company expressly for use by Rights Holders in connection with the Rights Offering (in each case, to the extent described in the Prospectus). Thereafter, to the extent practicable, the Company shall cause copies of such materials to be mailed to each person who makes a reasonable request therefor.
- (b) *Prior Consent for Amendments and Supplements.* The Company will not amend or supplement the Rights Offering Materials (including any documents incorporated by reference therein), or prepare or approve any Other Materials for use in connection with the Rights Offering, without your prior approval, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, nothing in this Agreement will prevent the Company from making any amendment or supplement to the Registration Statement or Prospectus required under Section 3(c) hereof or if such materials do not conform in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder and the Exchange Act, as applicable; provided, however, that the Company will provide a copy of any such amendment to you in advance of its preparation and distribution.
- (c) *Preparation and Filing of Amendments and Supplements.* If prior to the consummation or termination of the Rights Offering, any event shall occur or condition shall exist as a result of which the Registration Statement and Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or would make it necessary to correct any material misstatement in any earlier communication with respect to the Rights Offering, or, if for any other reason it will be necessary during such period to amend or supplement the Registration Statement or Prospectus or to file under the Exchange Act any document incorporated by reference in the Registration Statement and Prospectus in order to comply with the Exchange Act, the Company will notify you promptly of such event or reason and will prepare and file with the Commission an appropriate amendment or supplement to the Registration Statement and Prospectus so that the statements in the Registration Statement and Prospectus, as

so amended or supplemented, will not, in the light of the circumstances when such event occurs or such condition exists, be misleading, or so that the Registration Statement and Prospectus will correct such statement or omission or effect such compliance in all material respects. The Company will advise you promptly if any information previously provided becomes inaccurate in any material respect.

- (d) *Disclosure of Events Relating to the Rights Offering.* The Company shall advise you promptly of (i) the time when any post-effective amendment to the Registration Statement becomes effective, (ii) the occurrence of any event of which the Company is aware and which would reasonably be expected to cause the Company to withdraw, rescind, terminate or materially modify the Rights Offering, (iii) any proposal or requirement to make, amend or supplement any filing required by the Securities Act in connection with the Rights Offering or to make any filing in connection with the Rights Offering pursuant to any other applicable law, rule or regulation, (iv) the issuance by the Commission or any Other Agency of any comment or order or the taking of any other action concerning the Rights Offering (and, if in writing, the Company will furnish you with a copy thereof), (v) the suspension of qualification of the Rights or the Common Stock in any jurisdiction, (vi) any material developments in connection with the Rights Offering which are known by the Company, including, without limitation, the commencement of any lawsuit concerning the Rights Offering and (vii) any other information relating to the Rights Offering, the Rights Offering Materials or this Agreement that you may from time to time reasonably request.
- (e) *Use of Dealer Manager's Name or Likeness in Connection with the Rights Offering.* The Company agrees that, except as required by law, any reference to you in your capacity as Dealer Manager hereunder in the Rights Offering Materials or any Other Materials, or in any newspaper announcement or press release or other document or communication, is subject to your prior written approval, which you may give or withhold in your reasonable discretion. If you resign prior to the dissemination of any such Rights Offering Materials or any Other Materials, or any such newspaper announcement or press release or other document or communication, no reference shall be made therein to you, despite any prior written approval that you may have given therefor.
- (f) *Right to Withdrawal.* In the event that (i) the Company uses or permits the use of any Rights Offering Materials or Other Materials in connection with the Rights Offering or files any such material with the Commission or any other agency without your prior approval (which such approval shall not have been unreasonably withheld or delayed), (ii) the Company has breached in any material respect its representations, warranties, agreements or covenants herein or in the Engagement Letter, or failed to perform in any material respect its obligations herein or in the Engagement Letter, (iii) at any time during the Subscription Period, a stop order suspending the effectiveness of the Registration Statement has been issued or a proceeding for that purpose shall have been instituted or shall be pending, or a request to the Company for additional information on the part of

the Commission has not been satisfied to your reasonable satisfaction or there has been issued, at any time during the Rights Offering, any temporary restraining order or injunction restraining or enjoining you from acting in your capacity as Dealer Manager hereunder and such temporary restraining order or injunction is then in effect and has not been stayed or vacated, or (iv) the Company has amended any material terms of the Rights Offering without your prior consent (which such consent shall not have been unreasonably withheld or delayed), then you shall be entitled to withdraw as Dealer Manager in connection with the Rights Offering without any liability or penalty to you or any Indemnified Person (as hereinafter defined), and you shall remain entitled to the indemnification provided in Section 7 hereof.

- (g) *Registration of Securities.* The Company shall cooperate with you and your counsel in connection with the registration or qualification of the Securities for offer and sale under the state securities or blue sky laws of such jurisdictions as you may reasonably request, to continue such registration or qualification in effect so long as reasonably required for distribution of the Securities and to file such consents to service of process or other documents as may be necessary in order to effect such registration or qualification; provided, however, that the Company shall not be required in connection therewith to qualify as a foreign corporation in any jurisdiction in which it is not now so qualified or to take any action that would subject it to general consent to service of process or taxation other than as to matters and transactions relating to the Registration Statement, the Prospectus or the offering or sale of the Securities, in any jurisdiction in which it is not now so subject.
- (h) *Provision of Financial Statements.* Prior to the consummation or termination of the Rights Offering, the Company shall furnish to you, a reasonable time prior to their filing with the Commission, a copy of any financial statements, if any, of the Company and its consolidated subsidiaries for any period subsequent to the period covered by the financial statements appearing in the Prospectus.
- (i) *Compliance with Securities Laws.* The Company will comply with the applicable provisions of the Securities Act and the Exchange Act, and other applicable securities laws in all material respects.
- (j) *Lists of Rights Holders.* The Company, to the extent the Company has such information, will cause you to be provided with cards or lists or other records in such form as you may reasonably request showing the names and addresses of, and the number of Rights held by, the Rights Holders, as of the first date of the Subscription Period and will cause you to be advised from time to time as is reasonably practicable during the Subscription Period as to any transfers of record of Rights and will update or provide such other information from time to time as reasonably requested by you during the term of this Agreement. You agree to use such information only in connection with the Transactions and not to furnish such information to any other person except in connection with the Transactions.

- (k) *Daily Updates.* The Company will instruct the Subscription Agent to advise you each business day if reasonably practicable during the Subscription Period as to the number of Underlying Shares that have been subscribed pursuant to the Rights Offering, and, if available, the names and addresses of Rights Holders that have exercised any or all of their Rights and subscribed Underlying Shares, and as to such other matters in connection with the Rights Offering as you may reasonably request.
- (l) *Use of Proceeds.* The Company will use the net proceeds received by it in connection with the Rights Offering in the manner specified in the Registration Statement and Prospectus under the caption "Use of Proceeds."
- (m) *Approval for Listing and Trading.* Subject to meeting the listing requirements of the NASDAQ Stock Market, the Company will use its reasonable best efforts to cause the Securities to be approved for trading and listing on the NASDAQ Global Select Market.
- (n) *Other Obligations.* The Company shall use its reasonable best efforts to do and perform all things required or necessary to be done and performed under this Agreement by the Company prior to the consummation of the Rights Offering and to satisfy all conditions precedent to your obligation to render services pursuant to this Agreement.

Section 4. Compensation and Expenses.

- (a) *Fees.* The Company will pay to you, as compensation for your services to the Company hereunder, the fee as set forth in the Engagement Letter when and as required by the Engagement Letter.
- (b) *Reimbursement for Expenses.* Whether or not any Underlying Shares are subscribed for and purchased pursuant to the Rights Offering, the Company shall reimburse you promptly upon your demand and receipt of invoices for all reasonably incurred fees, costs and out-of-pocket expenses relating to or arising out of the Rights Offering, including the reasonable documented fees, costs and expenses of the your counsel, and the reasonable documented fees, costs and expenses of any other independent experts retained by you with the Company's prior written consent in connection with their representation of you in connection herewith and with the Rights Offering, provided that such reimbursement shall not exceed \$250,000 in the aggregate (and except for any fees and expenses of counsel relating to matters covered under Section 7 of this Agreement, the reimbursement of which shall be as set forth in such Section). The Company also agrees to pay all of its fees, costs and expenses incurred relating to or arising out of the Transactions, the performance of its obligations under this Agreement and the Transactions including, without limiting the generality of the foregoing, (i) all fees and expenses relating to the preparation and printing (including word processing and duplication costs) and filing, mailing and publishing of the Rights Offering Materials (including all exhibits, amendments and supplements thereto),

(ii) all fees and expenses of other persons rendering services on the Company's behalf in connection with the Rights Offering, including the Agents, and all fees and expenses relating to the appointment of such persons, (iii) all advertising charges incurred by the Company in connection with the Rights Offering, including those of any public relations firm or other person or entity rendering services in connection therewith, (iv) all fees, if any, payable to brokers or dealers in securities (including you), banks, trust companies and other financial intermediaries as reimbursement for their customary mailing and handling expenses incurred in forwarding the Rights Offering Materials to their customers, (v) all fees and expenses payable in connection with the registration or qualification of the Securities under state securities or blue sky laws, (vi) all listing fees and any other fees and expenses incurred in connection with the listing on the NASDAQ Global Select Market of the Securities and (vii) the filing fee of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") relating to the Rights Offering. Notwithstanding anything contained herein to the contrary, all expense payments and reimbursements hereunder shall be subject to the aggregate expense reimbursement limitation set forth in the Engagement Letter (and shall be aggregated with all other expenses paid or payable by the Company to you under the Engagement Letter for calculating whether such limitation has been met).

Section 5. Certain Representations and Warranties by the Company.

The Company represents and warrants to and agrees with you that as of the date hereof and the first date of the Subscription Period, during the period of the Subscription Period and as of the date when the Underlying Shares are issued to the Rights Holders who exercise the Rights (the "**Settlement Date**") in each case (other than those representations set forth in (e) through (h) below), except as set forth in the Registration Statement and Prospectus or the documents incorporated by reference therein:

- (a) *Incorporation and Good Standing of the Company.* The Company is a Delaware corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or to be in good standing, considering all such cases in the aggregate, would not reasonably be expected to result in any material adverse change in the financial position, or results of operations of the Company and its affiliates, taken as a whole (a "**Material Adverse Effect**").
- (b) *Incorporation and Good Standing of Subsidiaries.* Each subsidiary of the Company is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of such subsidiary's business or the ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or to be in good standing, considering all such cases in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

- (c) *Agreements.* The Company has the corporate power and authority to take and has duly taken all action necessary under its governing instruments to commence and consummate the Rights Offering, to execute and deliver this Agreement, the Engagement Letter and the stock purchase agreement dated December 22, 2009 (the “**Stock Purchase Agreement**”) related to a concurrent proposed private placement (the “**Private Placement**”) of 25,000 shares (the “**Preferred Shares**”) of the Company’s new class of Series A 10% convertible preferred stock, par value \$0.01 per share (the “**Preferred Stock**”) to affiliates of Bruckmann, Rosser, Sherrill & Co., L.L.C., and to perform its obligations under this Agreement, the Engagement Letter and the Stock Purchase Agreement. This Agreement, the Engagement Letter and the Stock Purchase Agreement have been duly executed and delivered on behalf of the Company and, assuming due authorization, execution and delivery of this Agreement and the Engagement Letter by you, and the Stock Purchase Agreement by the other parties thereto, each of this Agreement, the Engagement Letter and the Stock Purchase Agreement is a legal, valid and binding obligation of the Company and will be enforceable against the Company in accordance with its terms, except that such enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors’ rights generally, general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law) and concepts of faith and fair dealing.
- (d) *Status of Registration Statement.* Neither the date of this Agreement is, nor the consummation of the Rights Offering will be, more than three years subsequent to the initial effective date of the Registration Statement. At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the Securities Act) of the Securities and at the date of this Agreement, the Company was not and is not an “ineligible issuer,” as defined in Rule 405 of the Securities Act, including (x) neither the Company nor any subsidiary of the Company in the preceding three years having been convicted of a felony or misdemeanor or having been made the subject of a judicial or administrative decree or order, as described in Rule 405 of the Securities Act, and (y) the Company, in the preceding three years, not having been the subject of a bankruptcy petition or insolvency or similar proceeding, not having a registration statement be the subject of a proceeding under Section 8 of the Securities Act, and not having been the subject of a pending proceeding under Section 8A of the Securities Act in connection with the offering of the Securities, all as described in Rule 405 of the Securities Act. The Company has paid the required Commission filing fees relating to the Securities.
- (e) *Registration Statement and Prospectus.* The Company has filed or will have filed at commencement of the Rights Offering the Registration Statement, the Prospectus and all other documents required to be filed at that time pursuant to the Securities Act and the rules and regulations promulgated by the Commission thereunder and pursuant to all other applicable rules and regulations of the

Commission and Other Agencies, copies of which (including the documents filed or to be filed therewith as exhibits thereto) in the form filed or to be filed, have been or will be promptly furnished to you.

- (f) *No Material Omissions.* Each of the Rights Offering Materials and Other Materials, including any amendments or supplements thereto and including documents incorporated by reference therein, as from the first day of the Subscription Period until and including the Settlement Date, (i) conform and (if amended or supplemented, as amended or supplemented) will conform in all material respects to the requirements of the Securities Act and the rules and regulations of the Commission thereunder and the Exchange Act, as applicable, and (ii) do not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein not misleading, in light of the circumstances under which they are made.
- (g) *Documents Incorporated by Reference.* The documents incorporated by reference or deemed to be incorporated by reference in the Registration Statement and the Prospectus, at the time they were or hereafter are filed with the Commission, complied in all material respects with the requirements of the Exchange Act.
- (h) *Fair and Accurate Summaries.* The information in the Registration Statement and Prospectus under the captions “Description of Capital Stock” (as such description may be modified by any document incorporated by reference into the Registration Statement and Prospectus after the date hereof, with respect to changes in the amended and restated certificate of incorporation after the date hereof), “The Rights Offering” and “Certain Material U.S. Federal Income Tax Considerations,” to the extent that it constitutes summaries of legal matters or documents referred to therein, fairly and accurately summarizes the matters referred to therein in all material respects.
- (i) *Capital Stock.* The Company has the authorized equity capitalization set forth in the Registration Statement and Prospectus. All of the outstanding capital stock of the Company conforms in all material respects to the description thereof in the Registration Statement and Prospectus, has been duly authorized and validly issued, is fully paid and nonassessable and was not issued in violation of any preemptive or similar rights.
- (j) *No Violation of Existing Laws or Instruments.* The Company is not in violation or default of (i) any of the provisions of the organizational or governing documents of the Company, (ii) any U.S. and non-U.S. law, rule or regulation applicable to the Company, (iii) any order, judgment or decree applicable to the Company or by which any property or asset of the Company may be bound or (iv) any of the terms and provisions of any loan or credit agreement, indenture, mortgage note or other agreement or instrument to which the Company is a party or by which the Company or any of its properties or assets is or may be bound; except with respect to clauses (ii) and (iv) above, for such violation, or defaults would not reasonably be expected to have a Material Adverse Effect.

- (k) *Transaction Will Not Violate Existing Laws or Instruments.* None of the Transactions will (i) conflict with or result in a violation of any of the provisions of the organizational or governing documents of the Company, (ii) conflict with or violate in any material respect any U.S. and non-U.S. law, rule or regulation applicable to the Company, (iii) any order, judgment or decree applicable to the Company or by which any property or asset of the Company is or may be bound or (iv) result in a breach of any of the terms or provisions of, or constitute a default (with or without due notice and/or lapse of time) under, any loan or credit agreement, indenture, mortgage, note or other agreement or instrument to which the Company is a party or by the Company or any of its properties or assets is or may be bound; except with respect to clauses (ii) and (iv) above, for such violation, or defaults would not reasonably be expected to have a Material Adverse Effect.
- (l) *Compliance with Securities Laws.* The Transactions will comply in all material respects with the Securities Act, the Exchange Act and all other applicable requirements of applicable U.S. and non-U.S. federal, state and local law, including, without limitation, any applicable regulations of the Commission and any other U.S. and non-U.S. regulatory or governmental authority.
- (m) *Rights.* The Rights conform in all material respects to the description thereof contained in the Registration Statement and Prospectus, have been duly authorized for issuance, and, when issued in accordance with such authorization, will constitute legal, valid and binding obligation of the Company and will be enforceable against the Company in accordance with their terms, except that such enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws now or hereafter in effect relating to creditors' rights generally, general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law) and concepts of faith and fair dealing.
- (n) *Issuance of Underlying Shares.* The issuance of the Underlying Shares has been duly and validly authorized and, such Underlying Shares, when issued and delivered against payment therefor in accordance with the terms of the Rights Offering, will be duly and validly issued, fully paid and nonassessable, with no violation of any preemptive or similar rights, and will conform in all material respects to the description of the Common Stock in the Registration Statement and Prospectus. There are, or will be prior to the commencement of the Rights Offering, sufficient authorized shares of Common Stock of the Company to be issued in connection with the Rights Offering, assuming all Underlying Shares are fully subscribed for by the Rights Holders in connection with the Rights Offering.
- (o) *Issuance of Preferred Shares.* The issuance of the Preferred Shares has been duly and validly authorized and, such Preferred Shares, when issued and delivered against payment therefor in accordance with the terms of the Stock Purchase Agreement, will be duly and validly issued, fully paid and nonassessable, with no violation of any preemptive or similar rights, and will conform in all material

respects to the description of the Preferred Stock in the Registration Statement and the Prospectus. There are, or will be prior to the completion of the Private Placement, sufficient authorized shares of Preferred Stock of the Company to be issued in connection with the Private Placement. The Common Stock issuable upon conversion of the Preferred Shares has been duly and validly reserved for issuance and, upon issuance in accordance with the terms of the Certificate of Designations relating to the Preferred Stock, will be validly issued, fully paid and nonassessable and will be free of liens other than restrictions on transfer under the Stock Purchase Agreement and under applicable state and federal securities laws.

- (p) *No Further Authorizations or Approvals Required.* No applicable judgments, orders or decrees, consents, authorizations, approvals, orders, exemptions, registrations, qualifications or other actions of, or filing with or notice to, any governmental authority, the Commission or any other U.S. or non-U.S. regulatory or governmental authority (collectively “**Approvals**”) are required in connection with the execution and consummation of the Transactions, except for (i) such Approvals which, considering all such Approvals in the aggregate, would not reasonably be expected to result in a Material Adverse Effect, (ii) those that have been made or obtained and (iii) filings as may be required under the Securities Act, the Exchange Act, the Trust Indenture Act, and state securities and blue sky laws or as may be required by FINRA.
- (q) *No Material Adverse Effects.* Since the date of the latest audited financial statements included in, or incorporated by reference into, the Registration Statement and Prospectus there has not been a Material Adverse Effect.
- (r) *No Material Actions or Proceedings.* There is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the Company, threatened in writing against the Company before or brought by any court or other governmental authority or arbitration board or tribunal that seeks to restrain, enjoin, prevent the consummation of or otherwise questions the validity or legality of the Transactions other than any action, suit, proceeding, inquiry or investigation that would not have a Material Adverse Effect or a material adverse effect on the power or ability of the Company to consummate the Rights Offering or perform its obligations under this Agreement. No order preventing or suspending the use of any Rights Offering Materials or Other Materials has been issued by the Commission or any other U.S. or non-U.S. regulatory or governmental authority.
- (s) *Independent Accountants.* KPMG LLP, the Company’s auditor, is an independent registered public accounting firm with respect to the Company and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.
- (t) *Preparation of Financial Statements.* The financial statements (including the related notes) of the Company contained or incorporated by reference in the

Rights Offering Materials comply as to form in all material respects with the applicable requirements under the Securities Act and the Exchange Act; such financial statements have been prepared in accordance with generally accepted accounting principles consistently applied throughout the periods covered thereby and fairly present in all material respects the financial position of the entities purported to be covered thereby at the respective dates indicated and the results of their operations and their cash flows for the respective periods indicated; and the financial information contained or incorporated by reference in the Rights Offering Materials is derived from the accounting records of the Company and its subsidiaries and fairly presents in all material respects the information purported to be shown thereby. No other financial statements or supporting schedules are required to be included in the Rights Offering Materials.

- (u) *Disclosure Controls and Procedures; Deficiencies in or Changes to Internal Control Over Financial Reporting.* The Company has established and maintains disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)), which (i) are designed to ensure that material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared; (ii) have been evaluated by management of the Company for effectiveness as of the end of the Company's most recent fiscal quarter; and (iii) are effective in all material respects to perform the functions for which they were established. Based on the most recent evaluation of its disclosure controls and procedures, the Company is not aware of (i) any significant deficiencies or material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Company's ability to record, process, summarize and report financial information or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting. The Company is not aware of any change in its internal control over financial reporting that has occurred during its most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.
- (v) *Intellectual Property Rights.* The Company and each of its subsidiaries own or possess sufficient trademarks, trade names, patent rights, copyrights, domain names, licenses, approvals, trade secrets and other similar rights (collectively, "**Intellectual Property Rights**") reasonably necessary to conduct their businesses as now conducted, or if such Intellectual Property Rights are not possessed such absence would not reasonably be expected to result in a Material Adverse Effect. The expected expiration of any of such Intellectual Property Rights would not result in a Material Adverse Effect. Neither the Company nor any of its subsidiaries has received, any notice of infringement or conflict with asserted Intellectual Property Rights of others.

- (w) *All Necessary Permits, etc.* The Company and each of its subsidiaries possess such valid and current certificates, authorizations or permits issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, and neither the Company nor any subsidiary has received, or has any reason to believe that it will receive, any notice of proceedings relating to the revocation or modification of, or non-compliance with, any such certificate, authorization or permit which, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in a Material Adverse Effect.
- (x) *Title to Properties; Validity of Leases.* The Company and each of its subsidiaries has good and marketable title to all of the real and personal property and other assets reflected as owned in the financial statements referred to in Section (t) above (or elsewhere in the Rights Offering Materials), in each case free and clear of any security interests, mortgages, liens, encumbrances, equities, adverse claims and other defects, except would not reasonably be expected to result in a Material Adverse Effect.
- (y) *Tax Law Compliance.* The Company and its consolidated subsidiaries have filed all necessary federal, state and foreign income and franchise tax returns or have properly requested extensions thereof and have paid all taxes required to be paid by any of them and, if due and payable, any related or similar assessment, fine or penalty levied against any of them except as may be being contested in good faith and by appropriate proceedings or in any case in which the failure to file would not reasonably be expected to have a Material Adverse Effect. The Company has made adequate charges, accruals and reserves in the applicable financial statements referred to in Section (t) above in respect of all federal, state and foreign income and franchise taxes for all periods as to which the tax liability of the Company or any of its subsidiaries has not been finally determined.
- (z) *Insurance.* Each of the Company and its subsidiaries are insured with policies in such amounts and with such deductibles and covering such risks as are generally deemed adequate and customary for their businesses including, but not limited to, policies covering real and personal property owned or leased by the Company and its subsidiaries against theft, damage, destruction, acts of vandalism and earthquakes. The Company has no reason to believe that it or any subsidiary will not be able (i) to renew its existing insurance coverage as and when such policies expire or (ii) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not reasonably be expected to result in a Material Adverse Effect.
- (aa) *Listing and Trading.* As of the first date of the Subscription Period, the Rights have been approved for listing and trading on the NASDAQ Global Select Market. The Underlying Shares will have been, prior to the Settlement Date, approved for listing and trading on the NASDAQ Global Select Market.

- (bb) *Company Not an “Investment Company”*. The Company is not and, after giving effect to the Rights Offering and the Private Placement, as described in the Rights Offering Materials or Other Materials, will not be required to register as an “investment company” within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder.
- (cc) *ERISA Compliance*. The Company and its subsidiaries and any “employee benefit plan” (as defined under the Employee Retirement Income Security Act of 1974, as amended, and the regulations and published interpretations thereunder (collectively, “**ERISA**”)) established or maintained by the Company, its subsidiaries or their ERISA Affiliates (as defined below) are in compliance in all material respects with ERISA. “**ERISA Affiliate**” means, with respect to the Company or a subsidiary, any member of any group of organizations described in Sections 414(b),(c),(m) or (o) of the Internal Revenue Code of 1986, as amended, and the regulations and published interpretations thereunder (the “**Code**”) of which the Company or such subsidiary is a member. To the knowledge of the Company, no “reportable event” (as defined under ERISA) has occurred or is reasonably expected to occur with respect to any “employee benefit plan” established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates. No “employee benefit plan” established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates, if such “employee benefit plan” were terminated, would have any “amount of unfunded benefit liabilities” (as defined under ERISA). Neither the Company, its subsidiaries nor any of their ERISA Affiliates has incurred or reasonably expects to incur any liability under (i) Title IV of ERISA with respect to termination of, or withdrawal from, any “employee benefit plan” or (ii) Sections 412, 4971, 4975 or 4980B of the Code. Each “employee benefit plan” established or maintained by the Company, its subsidiaries or any of their ERISA Affiliates that is intended to be qualified under Section 401(a) of the Code is so qualified and nothing has occurred, whether by action or failure to act, which would cause the loss of such qualification.
- (dd) *Statistical and Market Related Data*. The statistical, demographic and market related data included in the Registration Statement or Prospectus and the documents incorporated by reference therein are based on or derived from sources that the Company believes to be reliable and accurate or represent the Company’s good faith estimates that are made on the basis of data derived from such sources.
- (ee) *Dividend Restrictions*. Except as disclosed in the Rights Offering Materials, no subsidiary of the Company is prohibited or restricted, directly or indirectly, from paying dividends to the Company, or from making any other distribution with respect to such subsidiary’s equity securities or from repaying to the Company or any other subsidiary of the Company any amounts that may from time to time become due under any loans or advances to such subsidiary from the Company or from transferring any property or assets to the Company or to any other subsidiary.

- (ff) *Foreign Corrupt Practices Act.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the “**FCPA**”), including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any “**foreign official**” (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Company and its subsidiaries and, to the knowledge of the Company, the Company’s affiliates have conducted their respective businesses in compliance with the FCPA and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.
- (gg) *Money Laundering Laws.* The operations of the Company and its subsidiaries are, and have been conducted at all times, in compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Money Laundering Laws is pending.
- (hh) *Office of Foreign Assets Control.* Neither the Company nor any of its subsidiaries nor, to the knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”); and the Company will not directly or indirectly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

Section 6. Conditions of Obligation.

Your obligation to act as Dealer Manager hereunder will at all times be subject to the conditions that:

- (a) *Bring-Down of Representations and Warranties.* All representations and warranties of the Company contained in Section 5 of the Agreement are, as of the date of this Agreement, and shall be, as of the Settlement Date, true and correct as if made at such times.

- (b) *Compliance with Covenants.* The Company at all times during the Rights Offering will have performed, in all material respects, all of its covenants, agreements and other obligations required to be performed under this Agreement.
- (c) *Effectiveness of Registration Statement.* No stop order suspending the effectiveness of the Registration Statement shall be in effect, and, to the knowledge of the Company, no proceedings for such purposes shall be pending before or threatened by the Commission.
- (d) *Effectiveness of Registration Statement.* It shall not have become unlawful under any law, rule or regulation, Federal, state or local, for you to render services pursuant to this Agreement, or to continue so to act, as the case may be.
- (e) *Opinions.* The Company shall have caused to be delivered to you a signed opinion of Kirkland & Ellis LLP, counsel for the Company, (i) on the first day of the Subscription Period, dated the date of delivery thereof, which opinion shall be substantially in the form set forth previously agreed to by you and Kirkland & Ellis LLP, and (ii) on the Settlement Date, dated the date of delivery thereof, which opinion shall confirm the opinions delivered pursuant to subparagraph (i) above.
- (f) *10b-5 Statements.* The Company shall have caused to be delivered to you a signed 10b-5 statement of Kirkland & Ellis LLP, counsel for the Company, (i) on the first day of the Subscription Period, dated the date of delivery thereof, and (ii) on the Settlement Date, dated the date of delivery thereof, which statement shall be substantially in the form previously agreed to by you and Kirkland & Ellis LLP.
- (g) *Comfort Letter.* On the (i) first day of the Subscription Period, dated the date of delivery thereof, and (ii) Settlement Date, dated the date of delivery thereof, the Dealer Manager shall have received from KPMG LLP a letter, in form and substance satisfactory to the Dealer Manager, containing statements and information of the type ordinarily included in accountants' "comfort letters" to dealer managers with respect to financial information contained in the Prospectus.
- (h) *Officers' Certificates.* The Company will have furnished or caused to be furnished to you, on each of the first day of the Subscription Period and the Settlement Date, a certificate of the Chief Executive Officer or Chief Financial Officer of the Company as to the matters set forth in subsections (a) and (b) of this Section, including, in the case of subsection (a), at and as of such dates (as if made on such dates).
- (i) *Additional Documents and Certificates.* Your counsel shall have been furnished with an incumbency certificate and secretary's certificate containing customary certifications.

Section 7. Indemnification.

- (a) *Indemnification of the Dealer Manager.* The Company agrees: (i) to indemnify and hold you and any officer, director, partner, stockholder, employee or agent (including, for the purposes of this Section 7, any broker-dealer acting on your behalf and at your request in connection with the Rights Offering) of you or any of such affiliated companies and any entity or person controlling (within the meaning of Section 20(a) of the Exchange Act) you, including any affiliated companies (collectively, the “**Indemnified Persons**”) harmless against any losses, damages, liabilities or claims (or actions in respect thereof) to which you may become subject, under the Securities Act, Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities to which you may become subject (A) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Rights Offering Materials or any Other Materials, including the Registration Statement and the Prospectus, or any of the documents incorporated by reference therein, or in any amendment or supplement to any of the foregoing, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary to make the statements therein not misleading, (B) arise out of or are based upon any breach by the Company of any representations or warranties or failure by the Company to comply with any of its obligations, covenants or agreements contained herein, (C) arise out of any actions taken or omitted to be taken by an Indemnified Person at the written request or with the written consent of the Company or in conformity with actions taken or omitted to be taken by the Company or (D) arise out of or are based upon a withdrawal, rescission, termination or modification of or a failure by the Company to make or consummate the Rights Offering except to the extent any such withdrawal, rescission, termination or modification have been determined in a final and non-appealable judgment by a court of competent jurisdiction to have resulted from your gross negligence, bad faith or willful misconduct; and (ii) to indemnify and hold you harmless against any and all other losses, damages, liabilities or claims (or actions in respect thereof) that otherwise arise out of or are based upon or asserted against you by any person, including, but not limited to, stockholders of the Company, in connection with or as a result of your acting as Dealer Manager in connection with the Rights Offering or that arise in connection with any other matter referred to in this Agreement, except to the extent any such losses, damages, liabilities or claims referred to in this clause have been determined in a final and non-appealable judgment by a court of competent jurisdiction to have (i) resulted from your gross negligence, bad faith or willful misconduct or (ii) arisen of untrue statement or omission made in the Rights Offering Materials or any Other Materials in reliance upon and in conformity with written information furnished to the Company by you expressly for use therein. In the event that you become involved in any capacity in any action, proceeding or investigation brought by or against any person, including stockholders of the Company, in connection with any matter referred to in this Agreement, the Company also agrees periodically to reimburse you on demand for your legal and other expenses (including the cost of any investigation and preparation) incurred in connection therewith. The Company also agrees that neither you nor any of

your affiliates, nor any partners, directors, officers, consultants, agents, employees or controlling persons (if any), as the case may be, of you or any such affiliates, shall have any liability to the Company or any person asserting claims on behalf of or in right of the Company for or in connection with any matter referred to in this Agreement except to the extent that any loss, damage, expense, liability or claim incurred by the Company results from your gross negligence, bad faith or willful misconduct in performing the services that are the subject of this Agreement or the Engagement Letter or to the extent such liability arises out of an untrue statement or omission made in the Rights Offering Materials or any Other Materials in reliance upon and in conformity with written information furnished to the Company by you expressly for use therein.

- (b) *Notification.* Promptly after receipt by you of notice of your involvement in any action, proceeding or investigation, you shall, if a claim in respect thereof is to be made against the Company under subsection (a) of this Section 7, notify the Company in writing of such involvement, but the failure to so notify the Company shall not relieve it from any liability which it may otherwise have to you under subsection (a) of this Section 7 except to the extent that the Company suffers the forfeiture of rights and defenses as a result of such failure, and in no such event shall such failure relieve the Company from any obligation to provide reimbursement and contribution to you.
- (c) *Contribution.* If for any reason the indemnification provided for in subsection (a) of this Section 7 is unavailable or insufficient to hold you harmless, then the Company shall contribute to the amount paid or payable by you as a result of such loss, damage, expense, liability or claim (or action in respect thereof) referred to therein in such proportion as is appropriate to reflect the relative benefits to the Company and its stockholders on the one hand and you on the other hand in the matters contemplated by this Agreement as well as the relative fault of the Company and you with respect to such loss, damage, expense, liability or claim (or action in respect thereof) and any other relevant equitable considerations, provided that you shall not be obligated to contribute an amount in excess of the fees actually received by you pursuant to Section 4(a) of this Agreement. The relative benefits of the Company and its stockholders on the one hand and you on the other hand in the matters contemplated by this Agreement shall be deemed to be in the same proportion as (i) the total net proceeds (before deducting expenses) to the Company pursuant to the Rights Offering (whether or not the Rights Offering is consummated) bears to (ii) the fees actually received by you from the Company in connection with your engagement hereunder (excluding any amounts paid as reimbursement of expenses). The relative fault of the Company on the one hand and you on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by, or relating to, the Company and its affiliates and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Company and you agree that it would not be just and equitable if contribution pursuant to this subsection (c) were determined by

pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to in this subsection (c). The foregoing rights to indemnity and contribution shall be in addition to any other right which you and the other Indemnified Persons may have against the Company at common law or otherwise.

- (d) *Reimbursement.* The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to in this Section 7 shall be deemed to include any documented legal or other expenses reasonably incurred by such Indemnified Person in connection with investigating or defending any such action or claim (including appearing as a witness); provided, however, that in case any action, proceeding or investigation shall be brought against or otherwise involve you that is also brought against the Company, the Company shall be entitled to assume the defense of any such action, proceeding or investigation with counsel reasonably satisfactory to you. Upon assumption by the Company of the defense of such action, proceeding or investigation, you shall have the right to participate in such action, proceeding or investigation and to retain one counsel of your own, but the Company shall not be liable to you under this subsection for any legal fees and expenses of other counsel subsequently incurred by you in connection with the defense thereof unless (i) the Company has agreed to pay such fees and expenses, (ii) the Company shall have failed to assume the defense and employ counsel reasonably satisfactory to you in a timely manner, (iii) counsel to the Indemnified Person shall have reasonably concluded that there are legal defenses reasonably likely to be available to it that are different from or in addition to those available to the indemnifying person or (iv) the named parties in any such proceeding (including any impleaded parties) include both the indemnifying person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential conflicting interests between them.
- (e) *Reimbursement for Experts.* The Company agrees to reimburse each Indemnified Person for all documented and reasonably incurred expenses (including fees and disbursements of counsel) as they are incurred by such Indemnified Person in connection with investigating, preparing for, defending or providing evidence (including appearing as a witness) with respect to or settling any such action, claim, investigation, inquiry, arbitration or other proceeding referred to in this Section 7 or enforcing this Agreement, subject to the terms of paragraph (d) above.
- (f) *Application to Affiliates and Related Parties.* The reimbursement, indemnity and contribution obligations of the Company under this Section 7 shall be in addition to any liability that the Company may otherwise have at common law or otherwise, shall extend upon the same terms and conditions to your affiliates and the partners, directors, officers, consultants, agents, employees and controlling persons (if any), as the case may be, of you and any such affiliate, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, you, any such affiliate and any such other person referred to above.

- (g) *No Settlement without Unconditional Release.* The Company agrees that, without your prior written consent, it will not settle, compromise or consent to the entry of any judgment in or with respect to any pending or threatened claim, action, investigation or proceeding in respect of which indemnification or contribution could be sought under this Section 7 (whether or not you or any other Indemnified Person is an actual or potential party to such claim, action, investigation or proceeding), unless such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Person from all liability arising out of such claim, action, investigation or proceeding.

Section 8. Termination; Survival

- (a) *Termination.* This Agreement may be terminated by the Dealer Manager at any time upon notice to the Company if any of the conditions specified in Section 6 hereof shall not have been fulfilled at the time they are required to be fulfilled by such Section 6. This Agreement shall terminate automatically upon the expiration, termination or withdrawal of the Rights Offering, or upon the Dealer manager's withdrawal pursuant to Section 3(f).
- (b) *Survival.* The agreements and indemnities contained in Sections 4, 7, 9 and this Section 8 and the representations and warranties of the Company set forth in Section 5 hereof shall survive any termination or cancellation of this Agreement, any completion of the engagement provided by this Agreement, any investigation made by or on behalf of you, any of your officers or partners or any person controlling you, any withdrawal, rescission, termination, modification, expiration and closing of the Transactions and shall inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, you and the Indemnified Persons.

Section 9. Miscellaneous.

- (a) *No Assignment.* This Agreement is made solely for the benefit of you, the Company and with respect to Section 7 hereof any partner, director, officer, agent, employee, affiliate or controlling person, and their respective successors, assigns, heirs and legal representatives, and no other person will acquire or have any right under or by virtue of this Agreement.
- (b) *Partial Unenforceability.* In the event that any provision hereof will be determined to be invalid or unenforceable in any respect, such determination will not affect such provision in any other respect or any other provision hereof, which will remain in full force and effect.
- (a) *Notice.* Except as otherwise expressly provided in this Agreement, whenever notice is required by the provisions of this Agreement to be given to: (i) the Company, such notice will be in writing addressed to the Company at Ruth's

Hospitality Group, Inc., 500 International Parkway, Suite 100, Heathrow, FL 32746, Attention: Chief Financial Officer; and (ii) you, such notice will be in writing addressed to you, at Jefferies & Company, Inc., 520 Madison Avenue, New York, NY 10022, Attention: General Counsel, Investment Banking.

- (b) *Entire Agreement.* This Agreement and the Engagement Letter contains the entire understanding of the parties with respect to your acting as Dealer Manager of the Rights Offering to the Company, superseding all other prior agreements, understandings and negotiations with respect to such activities by you. This Agreement may be executed in any number of separate counterparts, each of which will be an original, but all such counterparts will together constitute one and the same agreement. Facsimile signatures on counterparts of this Agreement are authorized, and will have the same effect as though the facsimile signatures were original executions, and this Agreement will be deemed executed by a party when a signature page, or facsimile of a signature page, executed by that party is transmitted to each of the other parties or as they have directed.
- (c) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of New York. Any right to trial by jury with respect to any action or proceeding arising in connection with or as a result of either your engagement or any matter referred to in this Agreement is hereby waived by the parties hereto. The parties agree that any suit or proceeding arising in respect of this Agreement or your engagement will be tried exclusively in the U.S. District Court for the Southern District of New York or, if that court does not have subject matter jurisdiction, in any state court located in New York County and the parties agree to submit to the jurisdiction of, and to venue in, such courts.
- (d) *Waiver of Jury Trial.* Each party hereby agrees on its own behalf and, to the extent permitted by applicable law, on behalf of their respective security holders, to waive any right to a trial by jury with respect to any claim, counterclaim or action arising out of or in connection with this agreement or the transaction contemplated hereby.
- (e) *“Business Day.”* Time will be of the essence of this Agreement. As used herein, the term “**business day**” will mean any day when the Commission’s office in New York, N.Y. is open for business.

Please sign and return to us a duplicate of this letter, whereupon it will become a binding agreement.

Very truly yours,

RUTH'S HOSPITALITY GROUP, INC.

By: /s/ BRIAN JUDGE

Name: Brian Judge

Title: Vice President and Controller

JEFFERIES & COMPANY, INC.

By: /s/ JOHN B. TIBE

Name: John B. Tibe

Title: Managing Director

**FORM OF INSTRUCTIONS
AS TO USE OF
RUTH'S HOSPITALITY GROUP, INC.
SUBSCRIPTION RIGHTS CERTIFICATES**

**CONSULT THE INFORMATION AGENT OR YOUR BANK, BROKER OR NOMINEE
AS TO ANY QUESTIONS**

The following instructions relate to a rights offering (the "Rights Offering") by Ruth's Hospitality Group, Inc., a Delaware corporation ("Ruth's"), made by Ruth's to the holders of record (the "Recordholders") of its common stock, par value \$0.01 per share (the "Common Stock"), as described in the Ruth's prospectus supplement dated January 21, 2010 (the "Prospectus Supplement"). Recordholders of Common Stock as of 5:00 p.m., New York City time, on January 20, 2010 (the "Record Date") have received transferable subscription rights (the "Rights") to subscribe for and purchase shares of Common Stock. An aggregate of approximately 14,000,000 shares of Common Stock are being offered for purchase in the Rights Offering. Each Recordholder will receive one Right for each share of Common Stock owned of record as of 5:00 p.m., New York City time, on the Record Date.

Each Right entitles the Recordholder to purchase 0.579232 shares of Common Stock (the "Subscription Privilege") at the cash price of \$2.50 per share (the "Subscription Price") and consists of a basic subscription right and an oversubscription right. The basic subscription right entitles the Recordholder to purchase 0.579232 shares of Common Stock at the Subscription Price for each Right held. If the Recordholder exercises the basic subscription right in full, the oversubscription right entitles the Recordholder to purchase, at the Subscription Price, additional shares of Common Stock that are offered to but not purchased by other Recordholders. If the Recordholder elects to exercise its oversubscription right, such Recordholder must do so concurrently with the exercise of the basic subscription right; provided that Ruth's may, but will not be obligated to, sell any shares of Common Stock pursuant to the exercise of an oversubscription right to the extent Ruth's raises more than \$25.0 million in gross proceeds through the exercise of basic subscription rights and, if applicable, the exercise of oversubscription rights. If the underlying shares that are not subscribed for through the basic subscription right (the "Excess Shares") are not sufficient to satisfy all subscriptions pursuant to the oversubscription right, the Excess Shares will be allocated pro rata among those Recordholders exercising the oversubscription right in proportion to the number of shares of Common Stock purchased by such Recordholders pursuant to their basic subscription rights. If there is a pro rata allocation of the Excess Shares and a Recordholder would otherwise receive an allocation of a greater number of shares than such Recordholder subscribed for under the oversubscription right, then such Recordholder will be allocated only the number of shares of Common Stock for which such Recordholder subscribed.

No fractional shares of Common Stock will be issued upon exercise of the Rights and no cash in lieu thereof will be paid. Instead, fractional shares of Common Stock will be rounded down to the nearest whole share. Nominee holders of Common Stock that hold, on the Record Date, shares for the account of more than one beneficial owner may exercise the number of Rights to which all such beneficial owners in the aggregate would otherwise have been entitled if they had been direct record holders of Common Stock on the Record Date, provided such nominee holder provides an appropriate "Nominee Holder Certification Form" to the Subscription Agent with respect to each exercise.

The Rights will expire, if not exercised, at 5:00 p.m., New York City time, on February 9, 2010, unless extended in the sole discretion of Ruth's (as it may be extended, the "Expiration Date"), as described in the Prospectus Supplement. After the Expiration Date, unexercised Rights will be null and void. Ruth's will not be obligated to honor any purported exercise of Rights received by American Stock Transfer & Trust Company, LLC (the "Subscription Agent") after 5:00 p.m., New York City time, on the Expiration Date, regardless of when the documents relating to such exercise were sent, except pursuant to the Guaranteed Delivery Procedures described below. Ruth's may extend the Expiration Date by giving oral or written notice to the Subscription Agent on or before the Expiration Date, followed by a press release no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled Expiration Date. Ruth's may also amend or cancel the

Rights Offering at any time prior to the Expiration Date. The Common Stock is traded on the NASDAQ Global Select Market (“NASDAQ”) under the symbol “RUTH.” The Rights are transferable, and are listed on NASDAQ under the symbol “RUTHR.” The Rights will be evidenced by Rights certificates (the “Rights Certificates”), which will be transferable until the close of business on the last NASDAQ trading day preceding the Expiration Date, at which time they will cease to have value for trading purposes.

The number of Rights to which you are entitled is printed on the face of your Rights Certificate. You should indicate your wishes with regard to the exercise of your Rights by completing the appropriate portions of your Rights Certificate and returning the certificate to the Subscription Agent in the envelope provided, in accordance with these instructions and the terms set forth in the Prospectus Supplement.

YOUR RIGHTS CERTIFICATES, OR NOTICE OF GUARANTEED DELIVERY, AND SUBSCRIPTION PRICE PAYMENT, INCLUDING FINAL CLEARANCE OF ANY CHECKS, MUST BE RECEIVED BY THE SUBSCRIPTION AGENT, BY 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE. ONCE A HOLDER OF RIGHTS HAS EXERCISED ITS SUBSCRIPTION PRIVILEGE, SUCH EXERCISE MAY NOT BE REVOKED EXCEPT AS PROVIDED IN THE PROSPECTUS SUPPLEMENT. RIGHTS NOT EXERCISED PRIOR TO THE EXPIRATION DATE OF THE RIGHTS OFFERING WILL EXPIRE WITHOUT ANY VALUE.

1. Method of Subscription — Exercise of Rights.

To exercise Rights, complete your Rights Certificate evidencing such Rights and send your properly completed and executed Rights Certificate with any signatures required to be guaranteed so guaranteed, together with payment in full of the Subscription Price for each share of Common Stock subscribed for pursuant to the Subscription Privilege, to the Subscription Agent, by 5:00 p.m., New York City time, on the Expiration Date. Payment of the Subscription Price will be held in a segregated bank account to be maintained by the Subscription Agent. All payments must be made in U.S. dollars for the full number of shares of Common Stock being subscribed for (a) by uncertified check payable to American Stock Transfer & Trust Company, LLC, acting as subscription agent for Ruth’s Chris, (b) by certified or cashier’s check or bank draft drawn upon a U.S. bank payable to American Stock Transfer & Trust Company, LLC, acting as subscription agent for Ruth’s Chris, (c) by U.S. postal money order payable to American Stock Transfer & Trust Company, LLC, acting as subscription agent for Ruth’s Chris, or (d) by wire transfer of immediately available funds directly to the account maintained by American Stock Transfer & Trust Company, LLC, acting as subscription agent for Ruth’s Chris, for purposes of accepting subscriptions in the Rights Offering at JPMorgan Chase Bank, 55 Water Street, New York, New York 10005, ABA No. 021000021, Account No. 957-341288 (the “Subscription Account”) Attention: American Stock Transfer Ruth’s Hospitality Group, Inc. with reference to the Rights holder’s name. Any uncertified personal check used to pay the subscription price in the rights offering must clear prior to the Expiration Date, and the clearing process may require five or more business days. Any wire transfer should clearly indicate the identity of the subscriber who is paying the Subscription Price by wire transfer and the Rights Certificate number. Additionally for wire transfers, send your Rights Certificate via overnight courier to be delivered on the next business day following the day of the wire transfer to the Subscription Agent. Payments will be deemed to have been received upon (i) clearance of any uncertified check deposited by the subscription agent, (ii) receipt by the Subscription Agent of a certified or cashier’s check or bank draft drawn upon a U.S. bank or any U.S. postal money order payable to the Subscription Agent, or (iii) receipt of a wire transfer of funds in the Subscription Account designated above. You are responsible for any wire transfer fees.

The Rights Certificate and payment of the Subscription Price (other than wire transfers), or, if applicable, the Notice of Guaranteed Delivery (as defined below) must be delivered to the Subscription Agent by one of the methods described below:

If delivering by mail, hand or courier:

American Stock Transfer & Trust Company, LLC
Attn: Reorganization Administration
6201 15th Avenue
Brooklyn, New York 11219

By Facsimile Transmission:
(718) 234-5001

Telephone Number for Confirmation:
(877) 248-6417
(718) 921-8317

Telephone Number for Information:
(800) 676-0281
Information Agent, Georgeson Inc.

Delivery to an address or by a method other than those above does not constitute valid delivery.

By making arrangements with your bank or broker for the delivery of funds on your behalf, you may also request such bank or broker to exercise the Rights Certificate on your behalf. Alternatively, you may cause a written guarantee substantially in the form of Exhibit A to these instructions (the “Notice of Guaranteed Delivery”), from an “Eligible Guarantor Institution,” (unless your Rights Certificate provides that shares are to be delivered to you as record holder of those Rights, or you are an Eligible Guarantor Institution) as such term is defined in Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended, such as a member firm of a registered national securities exchange or a member of the Financial Industry Regulatory Authority, Inc., or a commercial bank or trust company having an office or correspondent in the U.S., subject to standards and procedures adopted by the Subscription Agent (each, an “Eligible Institution”), to be received by the Subscription Agent on or prior to the Expiration Date together with payment in full of the applicable Subscription Price. Such Notice of Guaranteed Delivery must state your name, the number of Rights represented by the Rights Certificate held by you, the number of shares of Common Stock being subscribed for pursuant to the Subscription Privilege and that you will guarantee the delivery to the Subscription Agent of any properly completed and executed Rights Certificate evidencing such Rights within three (3) business days following the date of the Notice of Guaranteed Delivery. If this procedure is followed, the properly completed Rights Certificate evidencing the Rights being exercised, with any signatures required to be guaranteed so guaranteed, must be received by the Subscription Agent within three (3) business days following the date of the Notice of Guaranteed Delivery. The Notice of Guaranteed Delivery may be delivered to the Subscription Agent in the same manner as Rights Certificates at the address set forth above, or may be transmitted to the Subscription Agent by facsimile transmission (Facsimile No. (718) 234-5001). Additional copies of the Notice of Guaranteed Delivery may be obtained upon request from the Subscription Agent at the address set forth above, or by calling Georgeson Inc., the Information Agent, at (800) 676-0281.

If the aggregate Subscription Price paid by you is insufficient to purchase the number of shares of Common Stock subscribed for, or if no number of shares of Common Stock to be purchased is specified, then you will be deemed to have exercised the Subscription Privilege to purchase shares of Common Stock to the full extent of the payment tendered.

If the aggregate Subscription Price paid by you exceeds the amount necessary to purchase the number of shares of Common Stock for which you have indicated an intention to subscribe, then any remaining amount shall be returned to you by mail without interest or deduction as soon as practicable after the Expiration Date and after all prorations and adjustments contemplated by the terms of the Rights Offering have been effected.

2. Issuance of Common Stock.

After you exercise your Rights and deliver payment along with your Rights Certificates to the Subscription Agent, the Subscription Agent will, as soon as practicable after the Expiration Date, arrange for issuance through the Depository Trust Company (“DTC”) to each exercising Rights holder the shares of Common Stock purchased pursuant to the Subscription Privilege. If you are not a DTC participant, all shares that you purchase in the Rights Offering will be issued in book-entry, or uncertificated, form. When issued, the shares will be registered in the name of the subscription rights holder of record. See the section of the Prospectus Supplement entitled “The Rights Offering.”

3. Sale or Transfer of Rights.

(a) *Sale of Rights Through a Commercial Bank or Broker.* To sell Rights evidenced by a Rights Certificate through your commercial bank or broker, sign Form 2 of your Rights Certificate leaving the rest of the Form blank (your broker will add the buyer’s name later). You must have your signature on Form 2 guaranteed in Form 5 by an Eligible Institution and deliver your Rights Certificate and the accompanying envelope to your commercial bank or broker. Your Rights Certificate should be delivered to your commercial bank or broker in ample time for it to be exercised. If Form 2 is completed without designating a transferee, the Subscription Agent may thereafter treat the bearer of the Rights Certificate as the absolute owner of all of the Rights evidenced by such Rights Certificate for all purposes, and the Subscription Agent shall not be affected by any notice to the contrary. Because your commercial bank or broker cannot issue Rights Certificates, if you wish to sell less than all of the Rights evidenced by a Rights Certificate, either you or your commercial bank or broker must instruct the Subscription Agent as to the action to be taken with respect to the Rights not sold, or you or your commercial bank or broker must first have your Rights Certificate divided into Rights Certificates of appropriate denominations by following the instructions in Section 4 of these instructions. The Rights Certificates evidencing the number of Rights you intend to sell can then be transferred by your commercial bank or broker in accordance with the instructions in this Section 3(a).

(b) *Transfer of Rights to a Designated Transferee.* To transfer your Rights to a transferee other than a commercial bank or broker, you must complete Form 2 in its entirety, execute the Rights Certificate and have your signature guaranteed in Form 5 by an Eligible Institution. A Rights Certificate that has been properly transferred in its entirety may be exercised by a new holder without having a new Rights Certificate issued. In order to exercise, or otherwise take action with respect to, such a transferred Rights Certificate, the new holder should deliver the Rights Certificate, together with payment of the applicable Subscription Price and complete separate instructions signed by the new holder, to the Subscription Agent in ample time to permit the Subscription Agent to take the desired action. Because only the Subscription Agent can issue Rights Certificates, if you wish to transfer less than all of the Rights evidenced by your Rights Certificate to a designated transferee, you must instruct the Subscription Agent as to the action to be taken with respect to the Rights not transferred, or you must divide your Rights Certificate into Rights Certificates of appropriate smaller denominations by following the instructions in Section 4 below. The Rights Certificate evidencing the number of Rights you intend to transfer can then be transferred by following the instructions in this Section 3(b).

(c) Rights holders wishing to transfer a portion of their Rights (or all of their Rights in separate portions) should allow a sufficient amount of time prior to the Expiration Date for (i) the transfer instructions to be received and processed by the Subscription Agent, (ii) a new Rights Certificate to be issued and transmitted to the transferee or transferees with respect to transferred Rights and to the transferor with respect to retained Rights, if any, and (iii) the Rights evidenced by such new Rights Certificates to be exercised or sold by the

recipients thereof. The Subscription Agent will facilitate transfers of Rights Certificates only until 5:00 p.m., New York City time, on February 4, 2010, the third business day before the Expiration Date.

(d) Neither Ruth's nor the Subscription Agent shall have any liability to a transferee or transferor of Rights if Rights Certificates or any other required documents are not received in time for exercise or sale prior to the Expiration Date.

(e) *Electronic Transfer.* In addition to the methods outlined above, your commercial bank or broker may permit you to effect transfers through an Internet website that it maintains and through which you may access your account.

(f) *Commissions, Fees and Expenses.* Ruth's will pay all fees charged by the Subscription Agent, other than fees associated with the sale or transfer of Rights, and the fees charged by the Information Agent. You are responsible for paying any other commissions, fees, taxes or other expenses incurred in connection with the exercise of the Rights. Neither we nor the Subscription Agent nor the Information Agent will pay such expenses. Ruth's has agreed to indemnify the Subscription Agent from certain liabilities that it may incur in connection with the Rights Offering.

4. Division of Rights Certificate into Smaller Denominations.

To have a Rights Certificate divided into smaller denominations, send your Rights Certificate, together with complete separate instructions (including specification of the denominations into which you wish your Rights to be divided) signed by you, to the Subscription Agent, allowing a sufficient amount of time for new Rights Certificates to be issued and returned so that they can be used prior to the Expiration Date. Alternatively, you may ask a commercial bank or broker to effect such actions on your behalf. The Subscription Agent will facilitate subdivisions of Rights Certificates only until 5:00 p.m., New York City time, on February 4, 2010, three business days prior to the Expiration Date. Your signature must be guaranteed in Form 5 by an Eligible Institution if any of the new Rights Certificates are to be issued in a name other than that in which the old Rights Certificate was issued. As a result of delays in the mail, the time of the transmittal, the necessary processing time and other factors, you or your transferee may not receive such new Rights Certificates in time to enable the Rights holder to complete a sale or exercise by the Expiration Date. Neither Ruth's nor the Subscription Agent nor the Information Agent will be liable to either a transferor or transferee for any such delays.

5. Execution.

(a) *Execution by Registered Holder.* The signature on the Rights Certificate must correspond with the name of the registered holder exactly as it appears on the face of the Rights Certificate without any alteration or change whatsoever. Persons who sign the Rights Certificate in a representative or other fiduciary capacity must indicate their capacity when signing and, unless waived by the Subscription Agent in its sole and absolute discretion, must present to the Subscription Agent satisfactory evidence of their authority to so act.

(b) *Execution by Person Other than Registered Holder.* If the Rights Certificate is executed by a person other than the holder named on the face of the Rights Certificate, proper evidence of authority of the person executing the Rights Certificate must accompany the same unless the Subscription Agent, in its discretion, dispenses with proof of authority.

(c) *Signature Guarantees.* Your signature must be guaranteed in Form 5 by an Eligible Institution, unless you are an Eligible Institution or your Rights Certificate provides that shares are to be delivered to you as record holder of those Rights.

6. Method of Delivery.

The method of delivery of Rights Certificates and payment of the Subscription Price to the Subscription Agent will be at the election and risk of the Rights holder. If sent by mail, it is recommended that such

certificates and payments be sent by overnight courier or by registered mail, properly insured, with return receipt requested, and that a sufficient number of days be allowed to ensure delivery to the Subscription Agent and the clearance of payment prior to 5:00 p.m., New York City time, on the Expiration Date.

7. Special Provisions Relating to the Delivery of Rights Through the Depository Trust Company.

In the case of Rights that are held of record through DTC, exercises of the Subscription Privilege may be effected by instructing DTC to transfer Rights from the DTC account of such holder to the DTC account of the Subscription Agent, together with certification as to the aggregate number of Rights exercised and the number of shares of Common Stock thereby subscribed for pursuant to the Subscription Privilege by each beneficial owner of Rights on whose behalf such nominee is acting, and payment of your Subscription Price for each share of Common Stock subscribed for pursuant to the Subscription Privilege.

**NOTICE OF GUARANTEED DELIVERY
FOR
SUBSCRIPTION RIGHTS CERTIFICATES
ISSUED BY
RUTH'S HOSPITALITY GROUP, INC.**

This form, or one substantially equivalent to this form, must be used to exercise the transferable subscription rights (the "Rights") pursuant to the rights offering (the "Rights Offering"), as described in the prospectus supplement dated January 21, 2010 (the "Prospectus Supplement") of Ruth's Hospitality Group, Inc., a Delaware corporation ("Ruth's"), if a holder of Rights cannot deliver the certificate(s) evidencing the Rights (the "Rights Certificate(s)"), to the subscription agent listed below (the "Subscription Agent") at or prior to 5:00 p.m., New York City time, on February 9, 2010, unless such time is extended by Ruth's as described in the Prospectus Supplement (as it may be extended, the "Expiration Date"). Such form must be delivered by hand or sent by facsimile transmission, first class mail or overnight courier to the Subscription Agent, and must be received by the Subscription Agent on or prior to the Expiration Date. See "The Rights Offering — Notice of Guaranteed Delivery" in the Prospectus Supplement.

Payment of the subscription price of \$2.50 per share (the "Subscription Price") of Ruth's common stock, par value \$0.01 per share ("Common Stock") subscribed for upon exercise of such Rights must be received by the Subscription Agent in the manner specified in the section of the Prospectus Supplement entitled "The Rights Offering — Payment Method" at or prior to 5:00 p.m., New York City time, on the Expiration Date even if the Rights Certificate(s) evidencing such Rights is (are) being delivered pursuant to the guaranteed delivery procedures thereof. See "The Rights Offering — Notice of Guaranteed Delivery" in the Prospectus Supplement.

The Subscription Agent is American Stock Transfer & Trust Company, LLC.

If delivering by mail, hand or courier:

American Stock Transfer & Trust Company, LLC
Attn: Reorganization Administration
6201 15th Avenue
Brooklyn, New York 11219

By Facsimile Transmission
(718) 234-5001

Telephone Number for Confirmation:
(877) 248-6417
(718) 921-8317

If you have any questions or require additional copies of relevant documents, please contact the information agent, Georgeson Inc., at (800) 676-0281.

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS INSTRUMENT VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

For this Notice of Guaranteed Delivery to be validly delivered, it must be received by the Subscription Agent at or prior to 5:00 p.m., New York City time, on the Expiration Date. Deliveries to Ruth's, the Dealer Manager or the Information Agent will not be forwarded to the Subscription Agent and therefore will not constitute a valid delivery. In addition, delivery to The Depository Trust Company will not constitute a valid delivery to the Subscription Agent.

Ladies and Gentlemen:

The undersigned hereby represents that the undersigned is the holder of Rights Certificate(s) representing _____ Right(s) and that such Rights Certificate(s) cannot be delivered to the Subscription Agent prior to 5:00 p.m., New York City time, on the Expiration Date. Upon the terms and subject to the conditions set forth in the Prospectus Supplement, receipt of which is hereby acknowledged, the undersigned hereby elects to exercise his/her/its basic subscription right(s) to subscribe for _____ share(s) of Common Stock and his/her/its oversubscription right(s) to subscribe for an additional _____ share(s) of Common Stock.

The undersigned understands that payment of the Subscription Price for each share of Common Stock subscribed for pursuant to his/her/its Rights must be received by the Subscription Agent at or prior to 5:00 p.m., New York City time, on the Expiration Date and represents that such payment, in the aggregate amount of \$ _____ either (check appropriate box):

- is being delivered to the Subscription Agent herewith

or

- has been delivered separately to the Subscription Agent in the manner set forth below (check appropriate box and complete information relating thereto):
- Uncertified check (Payment by uncertified check will not be deemed to have been received by the Subscription Agent until such check has cleared. Holders paying by such means are urged to make payment sufficiently in advance of the Expiration Date to ensure that such payment clears by such date.)
- Wire transfer of funds

Name of transferor institution: _____

Date of transfer: _____

Confirmation number (if available): _____

- Certified check
- Bank draft (cashier's check)
- U.S. Postal Money Order

Name of maker: _____

Date of check, draft or money order: _____

Check, draft or money order number: _____

Bank on which check is drawn or issuer of money order: _____

Rights Certificate No(s) (if available) _____

Name(s) of record holder(s) of Rights Certificate _____

Address(es) _____

Telephone number(s), including area code _____

Signature(s) of record holder(s) or authorized signatory/signatories _____

Date _____

(Please type or print except for signature(s))

THE GUARANTEE SET FORTH BELOW MUST BE COMPLETED

If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or another acting in a fiduciary or representative capacity, please provide the following information:

Name _____

Capacity _____

Address _____

Telephone number, including area code _____

GUARANTEE OF DELIVERY
(Not To Be Used for Rights Certificate Signature Guarantee)

The undersigned, an "Eligible Guarantor Institution," as such term is defined in Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended, guarantees that the undersigned will deliver to the Subscription Agent the certificates representing the Rights being exercised hereby, with any required signature guarantee and any other required documents, all within three (3) business days after the date hereof.

Dated: _____

Authorized Signature: _____

Name of Firm: _____

Address: _____

Area Code and Telephone Number: _____

The institution that completes this form must communicate the guarantee to the Subscription Agent and must deliver the Rights Certificate(s) to the Subscription Agent within three (3) business days after the date hereof. Failure to do so could result in a financial loss to such institution.

FORM OF NOTICE OF GUARANTEED DELIVERY
FOR
SUBSCRIPTION RIGHTS CERTIFICATES
ISSUED BY
RUTH'S HOSPITALITY GROUP, INC.

This form, or one substantially equivalent to this form, must be used to exercise the transferable subscription rights (the "Rights") pursuant to the rights offering (the "Rights Offering"), as described in the prospectus supplement dated January 21, 2010 (the "Prospectus Supplement") of Ruth's Hospitality Group, Inc., a Delaware corporation ("Ruth's"), if a holder of Rights cannot deliver the certificate(s) evidencing the Rights (the "Rights Certificate(s)"), to the subscription agent listed below (the "Subscription Agent") at or prior to 5:00 p.m., New York City time, on February 9, 2010, unless such time is extended by Ruth's as described in the Prospectus Supplement (as it may be extended, the "Expiration Date"). Such form must be delivered by hand or sent by facsimile transmission, first class mail or overnight courier to the Subscription Agent, and must be received by the Subscription Agent on or prior to the Expiration Date. See "The Rights Offering — Notice of Guaranteed Delivery" in the Prospectus Supplement.

Payment of the subscription price of \$2.50 per share (the "Subscription Price") of Ruth's common stock, par value \$0.01 per share ("Common Stock") subscribed for upon exercise of such Rights must be received by the Subscription Agent in the manner specified in the section of the Prospectus Supplement entitled "The Rights Offering — Payment Method" at or prior to 5:00 p.m., New York City time, on the Expiration Date even if the Rights Certificate(s) evidencing such Rights is (are) being delivered pursuant to the guaranteed delivery procedures thereof. See "The Rights Offering — Notice of Guaranteed Delivery" in the Prospectus Supplement.

The Subscription Agent is American Stock Transfer & Trust Company, LLC.

If delivering by mail, hand or courier:

American Stock Transfer & Trust Company, LLC
Attn: Reorganization Administration
6201 15th Avenue
Brooklyn, New York 11219

By Facsimile Transmission
(718) 234-5001

Telephone Number for Confirmation:
(877) 248-6417
(718) 921-8317

If you have any questions or require additional copies of relevant documents, please contact the information agent, Georgeson Inc., at (800) 676-0281.

DELIVERY OF THIS INSTRUMENT TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE OR TRANSMISSION OF THIS INSTRUMENT VIA FACSIMILE OTHER THAN AS SET FORTH ABOVE DOES NOT CONSTITUTE A VALID DELIVERY.

For this Notice of Guaranteed Delivery to be validly delivered, it must be received by the Subscription Agent at or prior to 5:00 p.m., New York City time, on the Expiration Date. Deliveries to Ruth's, the Dealer Manager or the Information Agent will not be forwarded to the Subscription Agent and therefore will not constitute a valid delivery. In addition, delivery to The Depository Trust Company will not constitute a valid delivery to the Subscription Agent.

Ladies and Gentlemen:

The undersigned hereby represents that the undersigned is the holder of Rights Certificate(s) representing _____ Right(s) and that such Rights Certificate(s) cannot be delivered to the Subscription Agent prior to 5:00 p.m., New York City time, on the Expiration Date. Upon the terms and subject to the conditions set forth in the Prospectus Supplement, receipt of which is hereby acknowledged, the undersigned hereby elects to exercise his/her/its basic subscription right(s) to subscribe for _____ share(s) of Common Stock and his/her/its oversubscription right(s) to subscribe for an additional _____ share(s) of Common Stock.

The undersigned understands that payment of the Subscription Price for each share of Common Stock subscribed for pursuant to his/her/its Rights must be received by the Subscription Agent at or prior to 5:00 p.m., New York City time, on the Expiration Date and represents that such payment, in the aggregate amount of \$ _____ either (check appropriate box):

is being delivered to the Subscription Agent herewith

or

has been delivered separately to the Subscription Agent in the manner set forth below (check appropriate box and complete information relating thereto):

Uncertified check (Payment by uncertified check will not be deemed to have been received by the Subscription Agent until such check has cleared. Holders paying by such means are urged to make payment sufficiently in advance of the Expiration Date to ensure that such payment clears by such date.)

Wire transfer of funds

Name of transferor institution: _____

Date of transfer: _____

Confirmation number (if available): _____

Certified check

Bank draft (cashier's check)

U.S. Postal Money Order

Name of maker: _____

Date of check, draft or money order: _____

Check, draft or money order number: _____

Bank on which check is drawn or issuer of money order: _____

Rights Certificate No(s) (if available) _____

Name(s) of record holder(s) of Rights Certificate _____

Address(es) _____

Telephone number(s), including area code _____

Signature(s) of record holder(s) or authorized signatory/signatories _____

Date _____

(Please type or print except for signature(s))

THE GUARANTEE SET FORTH BELOW MUST BE COMPLETED

If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or another acting in a fiduciary or representative capacity, please provide the following information:

Name _____

Capacity _____

Address _____

Telephone number, including area code _____

GUARANTEE OF DELIVERY
(Not To Be Used for Rights Certificate Signature Guarantee)

The undersigned, an "Eligible Guarantor Institution," as such term is defined in Rule 17Ad-15 of the Securities Exchange Act of 1934, as amended, guarantees that the undersigned will deliver to the Subscription Agent the certificates representing the Rights being exercised hereby, with any required signature guarantee and any other required documents, all within three (3) business days after the date hereof.

Dated: _____

Authorized Signature: _____

Name of Firm: _____

Address: _____

Area Code and Telephone Number: _____

The institution that completes this form must communicate the guarantee to the Subscription Agent and must deliver the Rights Certificate(s) to the Subscription Agent within three (3) business days after the date hereof. Failure to do so could result in a financial loss to such institution.

**FORM OF LETTER TO STOCKHOLDERS WHO ARE
RECORD HOLDERS**

RUTH'S HOSPITALITY GROUP, INC.

Common Stock, par value \$0.01 per share

Offered Pursuant to Subscription Rights Distributed to Stockholders of
Ruth's Hospitality Group, Inc.

January 21, 2010

Dear Stockholder:

This letter is being distributed by Ruth's Hospitality Group, Inc. (the "Company") to all holders of record of shares of its common stock, par value \$0.01 per share (the "Common Stock") at 5:00 p.m., New York City time, on January 20, 2010 (the "Record Date"), in connection with a distribution in a rights offering (the "Rights Offering") of transferable subscription rights (the "Rights") to subscribe for and purchase shares of Common Stock. The Rights and the Common Stock are described in the Company's prospectus supplement dated January 21, 2010 (the "Prospectus Supplement").

In the Rights Offering, the Company is offering an aggregate of approximately 14,000,000 shares of Common Stock, as described in the Prospectus Supplement.

The Rights will expire, if not exercised, at 5:00 p.m., New York City time, on February 9, 2010, unless extended in the sole discretion of the Company (as it may be extended, the "Expiration Date").

As described in the accompanying Prospectus Supplement, you will receive one Right for each share of Common Stock owned of record as of 5:00 p.m., New York City time, on the Record Date.

Each Right entitles you to purchase 0.579232 shares of Common Stock at the cash price of \$2.50 per share (the "Subscription Price") and consists of a basic subscription right and an oversubscription right. The basic subscription right entitles you to purchase 0.579232 shares of Common Stock at the Subscription Price for each Right held. If you exercise your basic subscription right in full, the oversubscription right entitles you to purchase, at the Subscription Price, additional shares of Common Stock that are offered to but not purchased by other subscription right holders; provided that the Company may, but will not be obligated to, sell any shares of Common Stock pursuant to the exercise of an oversubscription right to the extent the Company raises more than \$25.0 million in gross proceeds through the exercise of basic subscription rights and, if applicable, the exercise of oversubscription rights. If oversubscription requests exceed shares available, you will receive a pro rata allocation of the available shares based on the number of shares you purchased under your basic subscription right. Any excess subscription payments will be returned, without interest or penalty, as soon as practicable after the completion of the Rights Offering.

You will not receive fractional shares of Common Stock or cash in lieu of fractional shares of Common Stock as a result of your exercise of Rights pursuant to the Rights Offering. You may only exercise your subscription rights to purchase, at the subscription price, a whole number of shares of Common Stock, rounded down to the nearest whole number you are otherwise entitled to purchase. For example, if you owned 100 shares of Common Stock as of 5:00 p.m., New York City time, on the Record Date, you would receive 100 Rights, which would entitle you to purchase 57 shares (57.9232 rounded down to the nearest whole share) at the subscription price of \$2.50 per share through the exercise of basic subscription rights.

The Common Stock is traded on the NASDAQ Global Select Market ("NASDAQ") under the symbol "RUTH." The Rights are transferable, and are listed on NASDAQ under the symbol "RUTHR." The Rights will

be evidenced by Rights certificates (the “Rights Certificates”), which will be transferable until the close of business on the last NASDAQ trading day preceding the Expiration Date, at which time they will cease to have value for trading purposes.

Enclosed are copies of the following documents:

1. Prospectus Supplement;
2. Rights Certificate;
3. Instructions as to Use of Ruth’s Hospitality Group, Inc. Subscription Rights Certificates (including a Notice of Guaranteed Delivery for Rights Certificates Issued by Ruth’s Hospitality Group, Inc.); and
4. A return envelope addressed to American Stock Transfer & Trust Company, LLC, the Subscription Agent.

Your prompt action is requested. To exercise the Rights, you must complete properly and sign the Rights Certificate (or the Notice of Guaranteed Delivery if you are following the Guaranteed Delivery Procedures) and forward it, with payment in full of the Subscription Price for each share of Common Stock subscribed for, to the Subscription Agent, as indicated in the Prospectus Supplement in the Section entitled “The Rights Offering.” The Subscription Agent must receive the Rights Certificate or Notice of Guaranteed Delivery with payment in full of the Subscription Price, including final clearance of any checks, prior to 5:00 p.m., New York City time, on the Expiration Date. **FAILURE TO RETURN THE PROPERLY COMPLETED RIGHTS CERTIFICATE WITH THE CORRECT PAYMENT WILL RESULT IN YOUR NOT BEING ABLE TO EXERCISE YOUR RIGHTS.** A Rights holder cannot revoke the exercise of its Rights except as specified in the Prospectus Supplement. Rights not exercised prior to the Expiration Date will expire.

Additional copies of the enclosed materials may be obtained from Georgeson Inc., the Information Agent. The Information Agent’s telephone number is (800) 676-0281. Any questions or requests for assistance concerning the Rights Offering should be directed to the Information Agent.

Very truly yours,

Ruth’s Hospitality Group, Inc.

**FORM OF LETTER TO NOMINEE HOLDERS WHOSE
CLIENTS ARE BENEFICIAL HOLDERS**

RUTH'S HOSPITALITY GROUP, INC.

Common Stock, par value \$0.01 per share

Offered Pursuant to Subscription Rights
Distributed to Stockholders
of Ruth's Hospitality Group, Inc.

January 21, 2010

To Securities Dealers, Commercial Banks,
Trust Companies and Other Nominees:

This letter is being distributed to securities dealers, commercial banks, trust companies and other nominees in connection with the offering (the "Rights Offering") by Ruth's Hospitality Group, Inc. (the "Company") of shares of the Company's common stock, par value \$0.01 per share (the "Common Stock"), pursuant to transferable subscription rights (the "Rights") distributed to all holders of record ("Recordholders") of shares of Common Stock at 5:00 p.m., New York City time, on January 20, 2010 (the "Record Date"). The Rights and Common Stock are described in the Company's prospectus supplement dated January 21, 2010 (the "Prospectus Supplement").

In the Rights Offering, the Company is offering an aggregate of approximately 14,000,000 shares of Common Stock, as described in the Prospectus Supplement.

The Rights will expire, if not exercised, at 5:00 p.m., New York City time, on February 9, 2010, unless extended in the sole discretion of the Company (as it may be extended, the "Expiration Date"), as described in the Prospectus Supplement.

As described in the Prospectus Supplement, each beneficial owner of Common Stock registered in your name or in the name of your nominee is entitled to one Right for each share of Common Stock owned by such beneficial owner as of 5:00 p.m., New York City time, on the Record Date.

Each Right entitles the holder thereof to purchase 0.579232 shares of Common Stock at the cash price of \$2.50 per share (the "Subscription Price") and consists of a basic subscription right and an oversubscription right. The basic subscription right entitles the holder thereof to purchase 0.579232 shares of Common Stock at the Subscription Price for each Right held. If the holder exercises the basic subscription right in full, the oversubscription right entitles the holder thereof to purchase, at the Subscription Price, additional shares of Common Stock that are offered but not purchased by other subscription right holders; provided that the Company may, but will not be obligated to, sell any shares of Common Stock pursuant to the exercise of an oversubscription right to the extent the Company raises more than \$25.0 million in gross proceeds through the exercise of basic subscription rights and, if applicable, the exercise of oversubscription rights. If oversubscription requests exceed shares available, your client will receive a pro rata allocation of the available shares based on the number of shares your client purchased under its basic subscription right. Any excess subscription payments will be returned, without interest or penalty, as soon as practicable after the completion of the Rights Offering.

Your clients will not receive fractional shares of Common Stock or cash in lieu of fractional shares of Common Stock as a result of their exercise of Rights pursuant to the Rights Offering. Your clients may only exercise their subscription rights to purchase, at the subscription price, a whole number of shares of Common

Stock, rounded down to the nearest whole number your clients are otherwise entitled to purchase. For example, if your client owned 100 shares of Common Stock as of 5:00 p.m., New York City time, on the Record Date, your client would receive 100 Rights, which would entitle your client to purchase 57 shares (57.9232 rounded down to the nearest whole share) at the subscription price of \$2.50 per share through the exercise of basic subscription rights.

The Common Stock is traded on the NASDAQ Global Select Market (“NASDAQ”) under the symbol “RUTH.” The Rights are transferable, and are listed on NASDAQ under the symbol “RUTHR.” The Rights will be evidenced by Rights certificates (the “Rights Certificates”), which will be transferable until the close of business on the last NASDAQ trading day preceding the Expiration Date, at which time they will cease to have value for trading purposes.

We are asking persons who hold shares of Common Stock beneficially and who have received the Rights distributable with respect to those shares through a broker, dealer, commercial bank, trust company or other nominee, as well as persons who hold certificates of Common Stock directly and prefer to have such institutions effect transactions relating to the Rights on their behalf, to contact the appropriate institution or nominee and request it to effect the transactions for them. In addition, we are asking beneficial owners who wish to obtain a separate Rights Certificate to contact the appropriate nominee as soon as possible and request that a separate Rights Certificate be issued.

The Company will pay all fees charged by the Subscription Agent, other than fees associated with the sale or transfer of Rights, and the fees charged by the Information Agent. You are responsible for paying any other commissions, fees, taxes or other expenses incurred in connection with the exercise of the Rights. Neither we nor the Subscription Agent nor the Information Agent will pay such expenses.

Enclosed are copies of the following documents:

1. Prospectus Supplement;
2. Instructions as to Use of Ruth’s Hospitality Group, Inc. Subscription Rights Certificates (including a Notice of Guaranteed Delivery for Rights Certificates Issued by Ruth’s Hospitality Group, Inc.);
3. A form of letter which may be sent to your clients for whose accounts you hold shares of Common Stock registered in your name or the name of your nominee, with an attached form of instruction;
4. Notice of Guaranteed Delivery for Rights Certificates Issued by Ruth’s Hospitality Group, Inc.;
5. Nominee Holder Certificate for use if exercising rights for more than one client; and
6. A return envelope addressed to American Stock Transfer & Trust Company, LLC, the Subscription Agent.

Your prompt action is requested. To exercise Rights, you should deliver the properly completed and signed Rights Certificate (or Notice of Guaranteed Delivery if you are following the Guaranteed Delivery Procedures), with payment in full of the Subscription Price for each share of Common Stock subscribed for, to the Subscription Agent, as indicated in the Prospectus Supplement. The Subscription Agent must receive the Rights Certificate or Notice of Guaranteed Delivery with payment of the Subscription Price, including final clearance of any checks, prior to 5:00 p.m., New York City time, on the Expiration Date. **FAILURE TO RETURN THE PROPERLY COMPLETED RIGHTS CERTIFICATE WITH THE CORRECT PAYMENT WILL RESULT IN YOUR NOT BEING ABLE TO EXERCISE YOUR RIGHTS.** A Rights holder cannot revoke the exercise of its Rights unless the terms of the Rights Offering are amended in a material manner. Rights not exercised prior to the Expiration Date will expire.

Additional copies of the enclosed materials may be obtained from Georgeson Inc., the Information Agent. The Information Agent's telephone number is (800) 676-0281. Any questions or requests for assistance concerning the Rights Offering should be directed to the Information Agent.

Very truly yours,

Ruth's Hospitality Group, Inc.

NOTHING IN THE PROSPECTUS SUPPLEMENT OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY PERSON AS AN AGENT OF RUTH'S HOSPITALITY GROUP, INC., THE SUBSCRIPTION AGENT OR ANY OTHER PERSON MAKING OR DEEMED TO BE MAKING OFFERS OF THE SECURITIES ISSUABLE UPON VALID EXERCISE OF THE RIGHTS, OR AUTHORIZE YOU OR ANY OTHER PERSON TO MAKE ANY STATEMENTS ON BEHALF OF ANY OF THEM WITH RESPECT TO THE RIGHTS OFFERING EXCEPT FOR STATEMENTS CONTAINED OR INCORPORATED BY REFERENCE INTO THE PROSPECTUS SUPPLEMENT AND THE ACCOMPANYING PROSPECTUS, OR IN ANY RELATED FREE WRITING PROSPECTUS THAT HAS BEEN OR WILL BE FILED BY THE COMPANY OR ON THE COMPANY'S BEHALF WITH THE SECURITIES AND EXCHANGE COMMISSION.

FORM OF LETTER TO CLIENTS OF NOMINEE HOLDERS

RUTH'S HOSPITALITY GROUP, INC.

Common Stock, par value \$0.01 per share

Offered Pursuant to Subscription Rights
Distributed to Stockholders of
Ruth's Hospitality Group, Inc.

January 21, 2010

To Our Clients:

Enclosed for your consideration are a prospectus supplement dated January 21, 2010 (the "Prospectus Supplement"), and the "Instructions as to Use of Ruth's Hospitality Group, Inc. Rights Certificates" relating to the offering (the "Rights Offering") by Ruth's Hospitality Group, Inc. (the "Company") of shares of the Company's common stock, par value \$0.01 per share (the "Common Stock"), pursuant to transferable subscription rights (the "Rights") distributed to all holders of record of shares of Common Stock at 5:00 p.m., New York City time, on January 20, 2010 (the "Record Date"). The Rights and the Common Stock are described in the Prospectus Supplement.

In the Rights Offering, the Company is offering an aggregate of approximately 14,000,000 shares of Common Stock, as described in the Prospectus Supplement.

The Rights will expire, if not exercised, prior to 5:00 p.m., New York City time, February 9, 2010, unless extended in the sole discretion of the Company (as it may be extended, the "Expiration Date"), as described in the Prospectus Supplement.

As described in the accompanying Prospectus Supplement, you will receive one Right for each share of Common Stock carried by us in your account as of 5:00 p.m., New York City time, on the Record Date.

Each Right entitles you to purchase 0.579232 shares of Common Stock at the cash price of \$2.50 per share (the "Subscription Price") and consists of a basic subscription right and an oversubscription right. The basic subscription right entitles you to purchase 0.579232 shares of Common Stock at the Subscription Price for each Right held. If you exercise your basic subscription right in full, the oversubscription right entitles you to purchase, at the Subscription Price, additional shares of Common Stock that are offered to but not purchased by other subscription right holders; provided that the Company may, but will not be obligated to, sell any shares of Common Stock pursuant to the exercise of an oversubscription right to the extent the Company raises more than \$25.0 million in gross proceeds through the exercise of basic subscription rights and, if applicable, the exercise of oversubscription rights. If oversubscription requests exceed shares available, you will receive a pro rata allocation of the available shares based on the number of shares you purchased under your basic subscription right. Any excess subscription payments will be returned, without interest or penalty, as soon as practicable after the completion of the Rights Offering.

You will not receive fractional shares of Common Stock or cash in lieu of fractional shares of Common Stock as a result of your exercise of Rights pursuant to the Rights Offering. You may only exercise your subscription rights to purchase, at the subscription price, a whole number of shares of Common Stock, rounded down to the nearest whole number you are otherwise entitled to purchase. For example, if you owned 100 shares of Common Stock as of 5:00 p.m., New York City time, on the Record Date, you would receive 100 Rights, which would entitle you to purchase 57 shares (57.9232 rounded down to the nearest whole share) at the subscription price of \$2.50 per share through the exercise of basic subscription rights.

The Common Stock is traded on the NASDAQ Global Select Market (“NASDAQ”) under the symbol “RUTH.” The Rights are transferable, and are listed on NASDAQ under the symbol “RUTHR.” The Rights will be evidenced by Rights certificates (the “Rights Certificates”), which will be transferable until the close of business on the last NASDAQ trading day preceding the Expiration Date, at which time they will cease to have value for trading purposes.

THE MATERIALS ENCLOSED ARE BEING FORWARDED TO YOU AS THE BENEFICIAL OWNER OF COMMON STOCK CARRIED BY US IN YOUR ACCOUNT BUT NOT REGISTERED IN YOUR NAME. EXERCISES AND SALES OF RIGHTS MAY BE MADE ONLY BY US AS THE RECORD OWNER AND PURSUANT TO YOUR INSTRUCTIONS.

Enclosed are copies of the following documents:

1. Prospectus Supplement;
2. Instructions as to Use of Ruth’s Hospitality Group, Inc. Subscription Rights Certificates; and
3. A Beneficial Owner Election Form.

Accordingly, we request instructions as to whether you wish us to elect to subscribe for any shares of Common Stock to which you are entitled pursuant to the terms and subject to the conditions set forth in the enclosed Prospectus Supplement or if you wish us to sell the Rights to which you are entitled. However, we urge you to read the documents carefully before instructing us to exercise your Rights.

If you wish to have us, on your behalf, exercise the Rights for any shares of Common Stock to which you are entitled, please so instruct us by completing, executing and returning to us the Beneficial Owner Election Form attached hereto.

Your instructions to us should be forwarded as promptly as possible in order to permit us to exercise or sell Rights on your behalf in accordance with the provisions of the Rights Offering. The Rights Offering will expire at 5:00 p.m., New York City time, on the Expiration Date. Once you have exercised your Rights, such exercise may not be revoked unless the terms of the Rights Offering are amended in a material manner.

Additional copies of the enclosed materials may be obtained from Georgeson Inc., the Information Agent. The Information Agent’s telephone number is (800) 676-0281. Any questions or requests for assistance concerning the Rights Offering should be directed to the Information Agent.

Very truly yours,

[Name of Nominee]

BENEFICIAL OWNER ELECTION FORM

The undersigned acknowledges receipt of your letter and the enclosed materials relating to the grant of transferable rights (the "Rights") to purchase shares of common stock, par value \$0.01 per share (the "Common Stock"), of Ruth's Hospitality Group, Inc. (the "Company").

This will instruct you whether to exercise Rights to purchase shares of Common Stock or sell such Rights held by you for the account of the undersigned, pursuant to the terms and subject to the conditions set forth in the Company's prospectus supplement dated January 21, 2010 (the "Prospectus Supplement") and the related "Instructions as to Use of Ruth's Hospitality Group, Inc. Subscription Rights Certificates."

I (we) hereby instruct you as follows:

(CHECK THE APPLICABLE BOXES AND PROVIDE ALL REQUIRED INFORMATION)

Box 1. Please DO NOT EXERCISE RIGHTS for shares of Common Stock.

Box 2. Please EXERCISE RIGHTS for shares of Common Stock as set forth below:

A. Basic Subscription Rights. Number of shares of Common Stock being purchased:

	Rights	X	0.579232	=	
(No. of Rights)			(Ratio)		(No. of shares of Common Stock)

B. Oversubscription Rights. Number of shares of Common Stock being purchased:

	Rights	X	0.579232	=	
(No. of Rights)			(Ratio)		(No. of shares of Common Stock)

C. Total Payment Required (or amount provided with Notice Guaranteed Delivery):

	X	\$2.50	=	\$	
(Total No. of shares of Common Stock being purchased in Lines A and B, not including fractional shares)		(Exercise Price)			(Payment)

I am (we are) making the total purchase price payment required in the following manner:

Box 3. Payment in the following amount is enclosed: \$ _____; or

Box 4. Please deduct payment of \$ _____ from the following account maintained by you as follows:

Type of Account	Account No.

(The total of Box 3 and Box 4 must equal the total payment specified on line "C" above.)

I (we) on my (our) own behalf, or on behalf of any person(s) on whose behalf, or under whose directions, I am (we are) signing this form:

- irrevocably elect to purchase the number of shares of Common Stock indicated above upon the terms and conditions specified in the Prospectus Supplement;

- agree that if I (we) fail to pay for the shares of Common Stock I (we) have elected to purchase, you may exercise any remedies available to you under law; and
- understand that my (our) exercise of Rights may not be withdrawn except as specified in the Prospectus Supplement.

Box 5. Please sell _____ of my (our) Rights. I (we) have enclosed my (our) Rights Certificate with Form 2 thereof signed, but otherwise left blank.

Name of beneficial owner(s):

Signature of beneficial owner(s):

If you are signing in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or another acting in a fiduciary or representative capacity, please provide the following information:

Name:

Capacity:

Address (including Zip Code):

Telephone Number:

NOMINEE HOLDER CERTIFICATION

The undersigned, a bank, broker, trustee, depository or other nominee holder of rights (the "Rights") to purchase shares of common stock, par value \$0.01 per share (the "Common Stock"), of Ruth's Hospitality Group, Inc. (the "Company") pursuant to the rights offering described in the Company's prospectus supplement dated January 21, 2010 (the "Rights Offering"), hereby certifies to the Company and to American Stock Transfer & Trust Company, LLC, as subscription agent for the Rights Offering, and to Georgeson Inc., as information agent for the Rights Offering, that the undersigned has:

(1) exercised the number of Rights specified below on behalf of beneficial owners (which may include the undersigned); and

(2) listed separately below for each beneficial owner (without identifying the beneficial owner) the number of Rights each beneficial owner has elected to exercise.

The undersigned further certifies that each subscriber for whose account the undersigned is subscribing for shares of Common Stock was a bona fide beneficial owner of Common Stock as of 5:00 p.m., New York City time, on January 20, 2010, the record date for the Rights Offering, and that such beneficial ownership is reflected on the undersigned's records. The undersigned agrees to provide the Company or its designee with such additional information as the Company deems reasonably necessary to verify the foregoing.

Number of Shares of Common Stock Owned on the Record Date	Number of Basic Subscription Rights Exercised	Number of Oversubscription Rights Exercised
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Provide the following information if applicable:

Depository Trust Company ("DTC")

Participant Name: _____

DTC Participant Number: _____

DTC Basic Subscription Confirmation Number (s): _____

Name of Nominee Holder: _____

Address of Nominee Holder: _____

By: _____

Name: _____

Title: _____

Dated: _____, 2010

Ruth's Hospitality Group, Inc. Announces Filing of Prospectus Supplement and Definitive Proxy Statement

HEATHROW, FL, January 21, 2010 (BUSINESS WIRE) -- Ruth's Hospitality Group, Inc. (NASDAQ: RUTH) announced today that it has filed with the Securities and Exchange Commission the prospectus supplement relating to its previously disclosed common stock rights offering.

In connection with the rights offering, the Company has distributed one transferable subscription right for each share of common stock owned as of 5:00 p.m., New York City time, on January 20, 2010, the record date for the rights offering. Each subscription right represents the right to purchase 0.579232 shares of the Company's common stock, or approximately 14,000,000 shares in the aggregate, at a subscription price of \$2.50 per share, and consists of a basic subscription right and an oversubscription right.

The rights offering will expire on February 9, 2010 at 5:00 p.m., New York City time, unless extended. The subscription rights have been admitted for trading on the Nasdaq Global Select Market under the symbol "RUTHR" and can be traded on the Nasdaq Global Select Market until 4:00 p.m., New York City time, on February 8, 2010, unless the rights offering is extended. The subscription rights will be freely transferable by holders until the close of business on the last business day preceding the expiration date, or until the close of business on February 4, 2010 if such transfers are made through the subscription agent. Each shareholder will have the right, in certain circumstances, to oversubscribe in the rights offering if the shareholder exercises its basic subscription right in full, subject to the pro ration provisions of the rights offering.

The Company also announced today that it has filed a definitive proxy statement with the Securities and Exchange Commission with respect to its previously announced special meeting of shareholders to consider the approval of the proposed sale of \$25.0 million of the Company's newly-created Series A 10% Convertible Preferred Stock to affiliates of Bruckmann, Rosser, Sherrill & Co. Management, L.P. in a private placement transaction. The special meeting will be held on February 9, 2010 at Ruth's Chris Steak House at 80 Colonial Center Parkway in Lake Mary, Florida. The Company's shareholders of record at 5:00 p.m., New York City time, on January 20, 2010 are entitled to vote at the special meeting or any adjournments or postponements of the special meeting. The Company will mail the definitive proxy statement to shareholders beginning on or about January 22, 2010.

The Company intends to use the net proceeds of the rights offering and the private placement to reduce its outstanding indebtedness under its existing credit facility. As previously announced, the Company and the lenders under the credit facility have entered into an amendment to the credit agreement that will, upon effectiveness, extend the maturity of the facility and provide the Company with covenant relief that the Company believes will improve its operating flexibility and better enable it to maintain compliance with its financial covenants. It is a condition to the effectiveness of the amendment that the Company repay at least \$42.5 million in borrowings under the credit facility with the proceeds of the rights offering and the private placement.

The Company reserves the right to cancel the rights offering at any time prior to the expiration date for any reason, and does not currently intend to complete the rights offering if the conditions to the closing of the private placement, including, among other things, shareholder approval of the private placement and the Company's raising of at least \$25.0 million in gross proceeds in the rights offering, and the conditions to the credit agreement amendment, including the repayment of at least \$42.5 million of borrowings under the credit facility, are not satisfied. Assuming the satisfaction of all conditions to closing, the Company expects to close the transaction shortly after the shareholder meeting and the expiration of the rights offering.

About Ruth's Hospitality Group, Inc.

Ruth's Hospitality Group, Inc. is a leading restaurant company focused exclusively on the upscale dining segment. The Company owns the Ruth's Chris Steak House, Mitchell's Fish Market, Mitchell's Steakhouse and Cameron's Steakhouse concepts. Ruth's Hospitality Group, Inc. was founded in 1965 and currently has more than 150 Company- and franchisee-owned locations worldwide.

For further information about our restaurants, to make reservations, or to purchase gift cards, please visit: www.RuthsChris.com, www.MitchellsFishMarket.com, www.MitchellsSteakhouse.com and www.Camerons-Steakhouse.com. For more information about Ruth's Hospitality Group, Inc., please visit www.rhgi.com.

Important Notice

The Company has filed a registration statement (including a prospectus) with the SEC (File No. 333-160231) with respect to the proposed common stock rights offering. Before you invest, you should read the prospectus and prospectus supplement and other documents the Company has filed with the SEC for more complete information about the Company and the rights offering.

In connection with the Company's proposed private placement, the Company has filed a definitive proxy statement with the SEC and will mail the definitive proxy statement to the Company's stockholders. The Company and its directors and officers may be deemed to be participants in the solicitation of proxies from the Company's stockholders in connection with the private placement. Information about the Company's directors and executive officers and their ownership of its securities is set forth in the definitive proxy statement filed by the Company with the SEC.

You may obtain the foregoing documents, including the prospectus and prospectus supplement and the definitive proxy statement, for free by visiting the SEC web site at www.sec.gov. In addition, copies of the prospectus and prospectus supplement for the rights offering may be obtained, from the information agent, Georgeson Inc., at (800) 676-0281. Investors should read the prospectus and prospectus supplement and definitive proxy statement carefully before making any investment decision because these documents contain important information.

SOURCE: Ruth's Hospitality Group, Inc.

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