

for the mutual benefits and advantages accruing to them and to their respective properties;

NOW, THEREFORE, in consideration of the foregoing, the terms and provisions hereof and of the ECCR, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Lowe's and Developer hereby agree as follows:

(1) Amendment.

A. The entire paragraph of Section 6.8 "Breach" of the ECCR is hereby deleted, and the following paragraph is substituted therefor:

In the event of a breach or threatened breach of this ECCR, only an Owner of (i) more than 25,000 square feet of enclosed building area on the Developer Parcel or 3 acres of the Developer Parcel, or (ii) the Owner of the Lowe's Parcel, or (iii) Developer, or (iv) Twin City Bank in the event it becomes the Owner of an Outparcel shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. In the event of a breach hereof, the non-prevailing Owner shall pay the reasonable attorney's fees of the prevailing Owner.

(2) Offer and Acceptance Terms. All other conditions, obligations and terms of the ECCR shall remain in full force and effect. In the event any provisions of the ECCR, as modified hereby, shall in any event be declared invalid or unenforceable, the remainder of the ECCR, shall not be affected thereby and each provision of the ECCR shall be valid and enforceable to the fullest extent permitted by law.

07 019197

07 019198

(3) Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(4) Counterparts and Facsimile Execution. This Amendment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same Amendment. To facilitate execution of this Amendment, the parties agree that the facsimile signature of a party shall be sufficient to bind that party to this Amendment with the original signature to be provided as promptly as possible following execution. The facsimile signature shall be binding to the same extent as an original signature, and no party shall have a defense that the facsimile signature was not authorized.

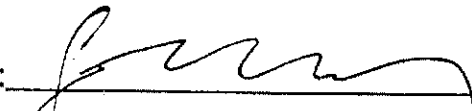
IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first written above.

DEVELOPER:

Coco Bryant Holdings, LLC
~~REYNOLDS ROAD~~
~~DEVELOPMENT, LLC~~

LOWE'S:

LOWE'S HOME CENTERS, INC.,
a North Carolina Corporation

By: 
Name: *S. Gene Cauty*
Title: *Manager*

By: *David E Shelton*
Name: **David E. Shelton**
Title: **Senior Vice President**

feb
PL

ACKNOWLEDGED, AGREED AND APPROVED:

CoCo Bryant Holdings, LLC,
an Arkansas limited liability company

By: [Signature]
Name: S. Gene Cauley
Title: Manager

661610 70

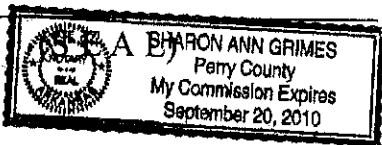
STATE OF ARKANSAS)
COUNTY OF Pulaski)ss.

On this 21st day of February, 2007, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named S. Gene Cauley, to me personally well known, who stated that he was the Manager of CoCo Bryant Holdings, LLC, an Arkansas limited liability company, and was duly authorized in that capacity to execute the foregoing First Amendment to Easements, Covenants, Conditions and Restrictions for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing Amendment to Easements, Covenants, Conditions and Restrictions for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of February, 2007.

[Signature: Sharon Ann Grimes]
Notary Public

My Commission Expires:



STATE OF North Carolina)
)ss.
COUNTY OF Wilkes)

On this 24th day of January, 2007, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named David E. Shelton, to me personally well known, who stated that he was the Senior Vice President of Lowe's Home Centers, Inc., a North Carolina corporation, and was duly authorized in that capacity to execute the foregoing First Amendment to Easements, Covenants, Conditions and Restrictions for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing Amendment to Easements, Covenants, Conditions and Restrictions for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 24th day of January, 2007.

Carla H. Reavis
Notary Public

My Commission Expires:
9-22-11
(SEAL)



07 019200

STATE OF ARKANSAS)

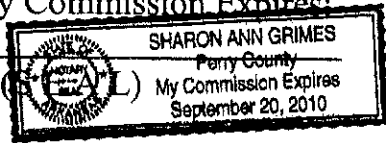
COUNTY OF Pulaski)ss.

On this 21st day of February, 2007, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named S. Gene Conley, to me personally well known, who stated that he was the Manager of CoCo Bryant Holdings LLC, an Arkansas limited liability company, and was duly authorized in that capacity to execute the foregoing First Amendment to Easements, Covenants, Conditions and Restrictions for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered the foregoing Amendment to Easements, Covenants, Conditions and Restrictions for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21st day of February, 2007.

Sharon Ann Grimes
Notary Public

My Commission Expires:



07 019201

FILED
SALINE COUNTY
CIRCUIT CLERK
2007 APR 18 AM 9:32
BY: LD

#3
Please return documents to:
LENDERS TITLE CO.
P.O. Box 13701
Maumelle, AR 72113
06-063806-100
LB

07 041576

Prepared by and when recorded
return to:
Molly Shasteen, Esq.
Troutman Sanders LLP
Suite 5200
600 Peachtree Street, N.E.
Atlanta, Georgia 30308-2216

Cross Reference to:
Book 5, Page 116451,
Saline County, Arkansas
Records

RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS

This RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS (the "Agreement") is made this 26 day of March, 2007 by and between COCO BRYANT HOLDINGS, LLC, an Arkansas limited liability company (hereinafter referred to as "Developer"), and CHICK-FIL-A, INC., a Georgia corporation (hereinafter referred to as "CFA").

WITNESSETH:

WHEREAS, Developer is the owner of that certain tract or parcel of land lying and being in Saline County, Arkansas, being more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference (hereinafter referred to as the "Developer Tract"); and

WHEREAS, contemporaneously herewith, Developer has conveyed a certain tract or parcel of land to CFA, such land being contiguous to the Developer Tract and lying and being in Saline County, Arkansas, and being more particularly described on Exhibit "B" attached hereto and made a part hereof by this reference (hereinafter referred to as the "CFA Tract"; the Developer Tract and the CFA Tract each being herein sometimes referred to individually as a "Tract" and collectively as the "Tracts"); and

WHEREAS, Developer and CFA desire to establish certain easements and rights benefiting and burdening the Tracts, as hereinafter provided in this Agreement;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the premises, the mutual benefits to be derived by the provisions of this Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby

acknowledged by the parties hereto, Developer and CFA do hereby covenant and agree as follows:

1. Benefitted Parties/Binding Effect. The rights, easements, covenants and obligations established in this Agreement shall run with the land and be for the benefit of and binding upon the Tracts. The owner of the Tracts shall have the right to delegate the right to use the easements granted for the benefit of its Tract in this Agreement to its tenants, customers, invitees, employees, agents, contractors and licensees, successors and assigns.

2. Reciprocal Access Easement. (a) Developer, as the owner of that certain portion of the Developer Tract which lies to the north of and abuts the CFA Tract (such portion of the Developer Tract being depicted on Exhibit "C-1" and being hereinafter referred to as the "Adjoining Outparcel"), hereby grants and conveys to CFA, for the benefit of and as an appurtenance to the CFA Tract, a perpetual, non-exclusive easement upon, over, through and across the driveways, accessways and sidewalks located from time to time on the Adjoining Outparcel, including, without limitation, the portion of that certain driveway (hereinafter referred to as the "Joint Driveway"), located on the Adjoining Outparcel and being more particularly described in Exhibit "C" and depicted on Exhibit "C-1" attached hereto and made a part hereof by this reference, for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of constructing, installing, using, maintaining and repairing the Joint Driveway.

(b) CFA hereby grants and conveys to Developer, for the benefit of and as an appurtenance to the Adjoining Outparcel, a perpetual, non-exclusive easement upon, over, through and across the driveways, accessways and sidewalks located from time to time on the CFA Tract, including, without limitation, the portion of the Joint Driveway located on the CFA Tract for the purposes of pedestrian and vehicular access, ingress and egress, together with the right, but not the obligation, of constructing, installing, using, maintaining and repairing the Joint Driveway, subject to subsection (d) of this Paragraph 2.

(c) Developer and CFA covenant and agree that the Joint Driveway shall not be altered or changed in any manner.

(d) CFA shall, in connection with the construction of its improvements upon the CFA Tract, construct the Joint Driveway in accordance with Paragraph 4 hereof. Upon the commencement of construction of improvements on the Adjoining Outparcel, the owner of the Adjoining Outparcel shall reimburse CFA, no later than thirty (30) days after receipt of a billing therefor from CFA, for fifty percent (50%) of the actual costs incurred by CFA to perform and complete such work. From and after the time that the owner of the Adjoining Outparcel commences construction of improvements on the Adjoining Outparcel, the owner of the Adjoining Outparcel shall reimburse CFA, no later than thirty (30) days after receipt of a billing therefor from CFA, for fifty percent (50%) of the actual costs incurred by CFA to maintain, at CFA's sole cost and expense, the Joint Driveway in good order condition and state of repair. If the owner of the Adjoining Outparcel fails to reimburse CFA within the time periods set forth above, CFA shall be entitled to pursue any remedies available to it at law or in equity, including without limitation, the filing of a lien pursuant to Paragraph 3 hereof.

07 04 1577

07 04 1578

3. Liens. Any claim for reimbursement made by CFA hereunder shall constitute a lien against the Adjoining Outparcel and the improvements thereon; provided, however, that such lien shall not attach or take effect until such time as a claim of lien has been filed for recordation in the Public Records of Saline County, Arkansas, specifying therein at a minimum (i) the name of the lien claimant, (ii) the basis for the claim and the amount thereof, (iii) the name of the owner of, and a description of, the property against which the lien is claimed, and (iv) a statement that the lien is claimed pursuant to this Agreement and reciting the book and page of recordation of this Agreement. Any lien so claimed shall attach from the date of recordation solely in the amount claimed therein and may be enforced in any judicial proceedings allowed by law, including, without limitation, suit in the nature of a suit to foreclose a mortgage or mechanic's lien under the applicable provisions of the laws of the State of Arkansas.

4. Manner of Performing Work. Whenever a party shall perform any construction, maintenance, repairs or replacements required or permitted hereunder, such work shall be done expeditiously and in a good and workmanlike manner and in accordance with all applicable laws, codes, rules, statutes and regulations of governmental authorities having jurisdiction thereof. Such work shall be carried out in such manner so as to cause the least amount of disruption to any business operations being conducted on the surrounding land as is reasonably practicable.

5. Restrictions on Developer Tract. (a) Developer and CFA acknowledge that the CFA Tract and the Developer Tract are subject to that certain Easements, Covenants, Conditions and Restrictions dated October 19, 2005 between Reynolds Road Development, LLC and Lowe's Home Centers, Inc., recorded in Book 5, Page 116451, as amended by that First Amendment recorded as Instrument Number 07 019196, Saline County, Arkansas records (the "ECCR"). The CFA Tract is a part of the "Developer Parcel" (as such term is defined in the ECCR). Pursuant to Section 1.3 of the ECCR, there shall be only one Consenting Party (as such term is defined in the ECCR) for the Developer Parcel. Developer expressly represents and warrants that Developer is the current Consenting Party for the Developer Parcel under the ECCR and has the sole right to designate the Consenting Party for the Developer Parcel in the event the Developer Parcel is subdivided. Accordingly, in consideration of CFA's acquisition of the CFA Tract, Developer has agreed, for itself as the current Consenting Party for the Developer Parcel and as a covenant on behalf of any successor Consenting Party for the Developer Parcel, to obtain the consent of the owner of the CFA Tract to certain actions by the Consenting Party under the ECCR as set forth herein. Developer covenants and agrees that the Consenting Party for the Developer Parcel shall not consent to or make any other approvals or modifications under or to the ECCR including, but not limited to, modifying the location of any Access Roads (as such term is defined in the ECCR), changing the access and egress points and drive lanes shown on the site plan attached the ECCR, consenting to a use that is otherwise prohibited under the ECCR, changing required parking ratios, or increasing assessments without first obtaining the written consent of the owner of the CFA Tract to the same, which consent shall not be unreasonably withheld, delayed or charged for. Upon written request by the owner of the CFA Tract, Developer covenants and agrees that the Consenting Party for the Developer Parcel shall take any action necessary to enforce the terms of the ECCR.

(b) Developer covenants and agrees that (i) the Developer Tract shall only be used for financial institutions, service shops, offices of the type customarily found in retail shopping centers,

07 04 1579

retail stores selling merchandise normally carried in other shopping centers, and restaurants with over fifty (50%) percent of gross revenues from food sales; (ii) the Developer Tract shall not be used for any of the prohibited uses set forth in Section 3.3(a) or Section 3.3(b) of the ECCR regardless of whether both Consenting Parties (as such term is defined in the ECCR) of the ECCR consent to such use; and (iii) the Consenting Party for the Developer Parcel shall not consent to the use of the Lowe's Parcel (as such term is defined in the ECCR) for any of the prohibited uses set forth in Section 3.3(a) or Section 3.3(b) of the ECCR without the prior written consent of the owner of the Land.

The foregoing covenants and obligations set forth in subsection (a) and (b) of this Paragraph 4 shall benefit and run with title to the CFA Tract and shall burden and run with title to the Developer Tract. Any breach of one or more of the foregoing covenants set forth in this Paragraph 4 shall entitle the owner of the CFA Tract to injunctive relief and any other appropriate relief as may be available at law or in equity.

6. Covenant Not To Compete. Developer further covenants and agrees that the portion of the Developer Tract labeled "Chicken Exclusive Applicable" on Exhibit "D" shall not be leased, used or occupied as a quick-service restaurant selling or serving chicken as a principal menu item. For purposes hereof, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken. Developer further covenants and agrees that no portion of the Developer Tract shall be leased, used or occupied by or for any of the following: Boston Market, Kenny Roger's, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Tanner's, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Raising Cane's or Chester's.

The foregoing covenants set forth in this Paragraph 5 shall benefit and run with title to the CFA Tract and shall burden and run with title to the Developer Tract. Any breach of one or more of the foregoing covenants set forth in this Paragraph 5 shall entitle the owner of the CFA Tract to injunctive relief and any other appropriate relief as may be available at law or in equity.

7. Electrical Easement. Developer and CFA hereby acknowledge that the utility provider providing electrical service to the CFA Tract will require an electric line easement ("Electric Easement") extending under, over and across a portion of the Adjoining Outparcel to the CFA Tract in the location shown on Exhibit "E" attached hereto and made a part hereof by this reference. Developer hereby consents to the location of and the granting of the Electric Easement and covenants and agrees to promptly execute the form of easement agreement required by the applicable utility company or authority when so requested in order to provide electrical services to the CFA Tract.

8. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, Developer and CFA hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Tract, as such interest is constituted from time to time. Developer and CFA agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Tract, as such interest is constituted from time to time. Nothing contained in this

paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Tract, as such interest may be constituted from time to time.

9. Duration. The provisions of this Agreement shall run with and bind the land described herein and shall be and remain in effect perpetually to the extent permitted by law.

10. Miscellaneous. This Agreement shall be governed in accordance with the laws of the State of Arkansas. The paragraph headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers. No party hereto shall be obligated to take any action to enforce the terms of this Agreement or to exercise any easement, right, power, privilege or remedy granted, created, conferred or established hereunder. This Agreement may be amended, modified or terminated only in writing, executed and acknowledged by all parties to this Agreement or their respective successors or assigns. Time is of the essence of this Agreement.

[Signatures commence on the following page]

IN WITNESS WHEREOF, Developer and CFA have set their hands and seals as of the day, month and year first above written.

DEVELOPER:

COCO BRYANT HOLDINGS, LLC, an Arkansas limited liability company

By: [Signature] [SEAL]
Name: S. Gene Cauley
Title: Manager

07 041581

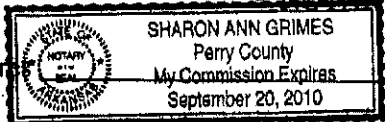
STATE OF ARKANSAS

COUNTY OF Pulaski

On this 28th day of March, 2007, before me Sharon Ann Grimes, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named S. Gene Cauley to me personally well known, who stated that he is the Manager of Coco Bryant Holdings, LLC, an Arkansas limited liability company, and is duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

20th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 28th day of March, 2007.

Sharon Ann Grimes
NOTARY PUBLIC



My commission expires

[NOTARY SEAL]

[Signatures continue on following page]

07 04 1582

CFA:

CHICK-FIL-A, INC., a Georgia corporation

By: [Signature]
Name: Bureau Ledbetter
Title: Senior Vice President

By: [Signature]
Name: Erwin Reid
Title: Vice President

(CORPORATE SEAL)

STATE OF GEORGIA

COUNTY OF FULTON

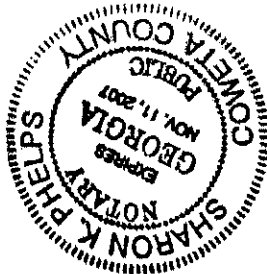
On this 21 day of March, 2007, before me Sharon K. Phelps, a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named Bureau Ledbetter and Erwin Reid to me personally well known, who stated that he/she is the Senior Vice President and Vice President of Chick-fil-A, Inc., a Georgia corporation, and is duly authorized in his/her respective capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 21 day of March, 2007.

[Signature]
NOTARY PUBLIC

My commission expires _____

[NOTARY SEAL]



**CONSENT AND SUBORDINATION
TO RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS AND RESTRICTIONS**

07 04 1583

First Tennessee Bank ("Lender"), as holder of that certain Mortgage and Security Agreement and Absolute Assignment of Leases and Rents from Coco Bryant Holdings, LLC dated July 26, 2006 and recorded as Saline County Document No. 06-083581, official records of Saline County, Arkansas; and UCC Financing Statement recorded as Saline County Document No. 06-083623, aforesaid records (collectively, the "Mortgage") does hereby consent to, approve and acknowledge the execution, delivery and recording of the Reciprocal Easement Agreement with Covenants and Restrictions by and between Coco Bryant Holdings, LLC and Chick-fil-A, Inc. (the "Agreement") Lender does hereby further agree that the Mortgage, the security interest and the liens created thereby and Lender's interest in the property encumbered by the Mortgage are and shall be subject and subordinate to terms and conditions of the Agreement, and to the rights, covenants and restrictions created thereby. Lender does hereby further agree that if Lender, or its successors and assigns, shall succeed to title in and to any property affected by the Agreement, whether by way of foreclosure (judicial or otherwise) under the Mortgage, deed in lieu of foreclosure or otherwise, Lender shall recognize the rights, covenants and restrictions created by the Agreement in favor of the parties thereto, or their respective successors or assigns, and shall not disturb, impair or otherwise interfere with the exercise, use and enjoyment of such rights, covenants and restrictions pursuant to the terms of the Amendment. This Consent shall inure to the benefit of Chick-fil-A, Inc. and its successors-in-title, successors and assigns, and shall be binding upon Lender and its successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Lender has caused its duly authorized officers to execute this Consent and affix its seal hereto this _____ day of _____, 2007.

LENDER:

FIRST TENNESSEE BANK

By: [Signature]
Print Name: David House
Title: Vice President

[BANK SEAL]

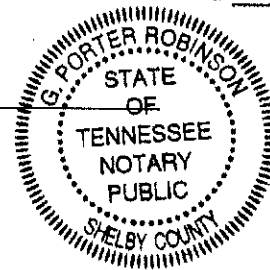
STATE OF TN

COUNTY OF Shelby

On this 22 day of March, 2007, before me Porter Robinson a Notary Public, duly commissioned, qualified and acting, within and for the said County and State, appeared in person the within named David House to me personally well known, who stated that he is the VP of First Tennessee Bank, a TN Corp., and is duly authorized in his respective capacity to execute the foregoing instrument for and in the name and behalf of said Bank, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes herein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 22 day of March, 2007.

[Signature]
NOTARY PUBLIC



My commission expires 4/28/09

[NOTARY SEAL]

07 041584

EXHIBIT "A"

Legal Description of Developer Tract

(OUTPARCEL 1)

All that part of the Southwest quarter of Section 22, Township 1 South, Range 14 West, City of Bryant, Saline County, Arkansas, more particularly described as follows: commencing at an Arkansas geological monument marking the Southwest corner of said Section 22, thence North 02 degrees 32 minutes 00 seconds east along the West line thereof 1571.50 feet to a point; thence North 90 degrees 00 minutes 00 seconds East crossing Reynolds Road (also known as Arkansas State Highway Number 183) for 157.19 feet to the east right-of-way line of Interstate 30 Access Road and the POINT OF BEGINNING; The following (5) courses and distances are along the access road R-O-W line thence North 15 degrees 26 minutes 26 seconds East 126.06 feet to a 5/8 inch rebar; thence North 29 degrees 15 minutes 56 seconds East 119.85 feet to a 5/8 inch rebar; thence North 03 degrees 11 minutes 57 seconds East 40.21 feet to a 5/8 inch rebar; thence along a curve to the right, having a radius of 676.25 feet and chord of North 41 degrees 24 minutes 38 seconds East 148.63 feet to a 5/8 inch rebar; thence North 59 degrees 09 minutes 28 seconds East 160.75 feet to a 5/8 inch rebar; thence South 02 degrees 15 minutes 25 seconds West leaving said Interstate 30 for 469.21 feet to a 5/8 inch rebar; thence North 88 degrees 44 minutes 53 seconds West 14.41 feet to a 5/8 inch rebar; thence South 02 degrees 54 minutes 50 seconds West 22.91 feet to a 5/8 inch rebar; thence North 87 degrees 05 minutes 10 seconds West 206.51 feet to a 5/8 inch rebar; thence along a curve to the right, having a radius of 211.50 feet and chord of North 80 degrees 09 minutes 26 seconds West 51.03 feet to a 5/8 inch rebar; thence North 73 degrees 13 minutes 41 seconds West 41.94 feet to the POINT OF BEGINNING, containing 105,121 square feet. (2.413 acres) of land, more or less.

(OUTPARCEL 2)

All that part of the Southwest quarter of Section 22, Township 1 South, Range 14 West, City of Bryant, Saline County, Arkansas, more particularly described as follows: commencing at an Arkansas geological monument marking the Southwest corner of said Section 22, thence North 02 degrees 32 minutes 00 seconds East along the West line thereof 1292.31 feet to a point; thence North 90 degrees 00 minutes 00 seconds East crossing Reynolds Road (also known as Arkansas State Highway Number 183) for 78.87 feet to a 5/8 rebar and the POINT OF BEGINNING; the following three (3) courses and distances are along the east R-O-W line of said state highway; thence North 14 degrees 46 minutes 36 seconds East 130.27 feet to a 5/8 inch rebar; thence North 28 degrees 54 minutes 26 seconds East 26.97 feet to a 5/8 inch rebar; thence North 18 degrees 56 minutes 37 seconds East 90.71 feet to a 5/8 inch rebar; thence South 73 degrees 13 minutes 41 seconds East leaving said road 43.68 feet to a 5/8 inch rebar; thence along a curve to the left, having a radius of 257.50 feet and chord of South 80 degrees 09 minutes 26 seconds East 62.13 feet to a 5/8 inch rebar; thence South 87 degrees 05 minutes 10 seconds East 200.54 feet to a 5/8 inch rebar; thence South 02 degrees 54 minutes 50 seconds West 252.03 feet to a 5/8 inch rebar; thence North 87 degrees 05 minutes 10 seconds West 256.52 feet to a 5/8 inch rebar; thence North 76 degrees 14 minutes 34 seconds West 56.18 feet to a 5/8 inch rebar; thence North 03 degrees 48 minutes 02 seconds East 20.39 feet to a 5/8 inch rebar; thence North 86 degrees 58 minutes 15 seconds West 56.89 feet to the POINT OF BEGINNING, containing 85,646 square feet. (1.966 acres) of land, more or less.

07 04 1585

07 04 1586

(OUTPARCEL 4)

All that part of the Southwest quarter of Section 22, Township 1 South, Range 14 West, City of Bryant, Saline County, Arkansas, more particularly described as follows: commencing at an Arkansas geological monument marking the Southwest corner of said Section 22, thence North 02 degrees 32 minutes 00 seconds East along the West line thereof 501.52 feet to a point; thence South 88 degrees 33 minutes 53 seconds East crossing Reynolds Road (also known as Arkansas State Highway Number 183) for 62.85 feet to the East right-of-way line of Reynolds Road and the Southwest corner of Dell Drive; thence North 02 degrees 31 minutes 30 seconds East along said Reynolds Road R-O-W 26.58 feet to the Northwest corner of Dell Drive; thence South 88 degrees 32 minutes 07 seconds East along said Dell Drive R-O-W 460.41 feet to a two inch pipe; thence North 00 degrees 46 minutes 50 seconds West 4.42 feet to a 5/8 inch rebar and the POINT OF BEGINNING; thence North 00 degrees 46 minutes 50 seconds West 193.64 feet to a 5/8 inch rebar; thence North 88 degrees 33 minutes 43 seconds West 459.80 feet to a 5/8 inch rebar in the east right-of-way line of Arkansas State Highway Number 183; thence North 02 degrees 34 minutes 12 seconds East along said highway r-o-w 60.18 feet to a 5/8 inch rebar; thence South 88 degrees 34 minutes 10 seconds East leaving said highway 502.98 feet to a 5/8 inch rebar; thence North 01 degree 38 minutes 53 seconds East 118.02 feet to a 5/8 inch rebar and the Southwest corner of Land of Lowes; thence South 87 degrees 05 minutes 10 seconds East along a line common with Land of Lowes 305.54 feet to a 5/8 inch rebar thence South 02 degrees 54 minutes 50 seconds west along a line common with Land of Lowes 8.84 feet to a 5/8 inch rebar; thence South 87 degrees 05 minutes 10 seconds East along a line common with Land of Lowes 477.06 feet to a 5/8 inch rebar and the Southeast corner of said Land of Lowes; thence South 02 degrees 34 minutes 48 seconds West along a line common with the West line of Pikewood Subdivision Number 2, as filed in Deed Book 109 at page 314, for 342.19 feet to a 5/8 inch rebar, said rebar is located North 02 degrees 34 minutes 48 seconds East 4.12 feet from a 5/8 inch rebar with a Ben Kittler, Jr. cap marking the Northeast corner of Raymond Evans Land as shown in Deed Book 169 at page 22; thence North 88 degrees 36 minutes 25 seconds West along the north right-of-way line of Dell Drive 812.58 feet to the POINT OF BEGINNING, containing 315,531 square feet. (7.244 acres) of land, more or less.

(OUTPARCEL 5)

All that part of the Southwest quarter of Section 22, Township 1 South, Range 14 West, City of Bryant, Saline County, Arkansas, more particularly described as follows: commencing at an Arkansas geological monument marking the Southwest corner of said Section 22, thence North 02 degrees 32 minutes 00 seconds East along the West line thereof 501.52 feet to a point; thence South 88 degrees 33 minutes 53 seconds East crossing Reynolds Road (also known as Arkansas State Highway Number 183) for 62.85 feet to the east right-of-way line of Reynolds Road and the Southwest corner of Dell Drive; thence North 02 degrees 31 minutes 30 seconds East along said Reynolds Road R-O-W 26.58 feet to the Northwest corner of Dell Drive; thence South 88 degrees 32 minutes 07 seconds east, along said Dell Drive R-O-W 460.41 feet to a two inch pipe; thence North 00 degrees 46 minutes 50 seconds West 4.42 feet to a 5/8 inch rebar; thence South 88 degrees 36 minutes 25 seconds East along the North R-O-W line of Dell Drive 812.58 feet to a 5/8 inch rebar and the POINT OF BEGINNING; thence North 02 degrees 34 minutes 48 seconds East along a line common with the West line of Pikewood Subdivision Number 2, as filed in Deed Book 109 at page 314 for 375.43 feet to a 5/8 inch rebar; thence South 88 degrees 53 minutes 05 seconds East 380.06 feet to a 5/8 inch rebar in the West R-O-W line of Ridgecrest Drive; thence South 04 degrees 55 minutes 11 seconds East along said Ridgecrest Drive r-o-w 216.78

feet to a 5/8 inch rebar; thence South 04 degrees 55 minutes 11 seconds East along said road r-o-w 205.09 feet to a 5/8 inch rebar; thence North 87 degrees 10 minutes 33 seconds West leaving said road 435.00 feet to a 1- 1/2 inch crimped head pipe; thence North 02 degrees 34 minutes 48 seconds East 31.27 feet to the POINT OF BEGINNING, containing 168,180 square feet, (3.861 acres) or land, more or less.

LESS AND EXCEPT:

All that part of the Southwest quarter of Section 22, Township 1 South, Range 14 West, City of Bryant, Saline County, Arkansas, also being known as part of Outparcel #2, Reynolds Road Development (an unplatted subdivision), said tract being more particularly described as follows:

Commencing at an Arkansas geological monument marking the Southwest corner of said Section 22, thence North 02 degrees 32 minutes 00 seconds East along the West line thereof 1292.31 feet to a point; thence North 90 degrees 00 minutes 00 seconds East crossing Reynolds Road (also known as Arkansas State Highway Number 183) for 78.87 feet to a 5/8 inch rebar on the East right-of-way line of said highway and the POINT OF BEGINNING; thence North 14 degrees 46 minutes 36 seconds East, along said East right-of-way line, 114.94 feet to a set 1/2 inch rebar; thence South 75 degrees 14 minutes 58 seconds East, departing said East right-of-way line, 73.95 feet to a set 1/2 inch rebar; thence North 15 degrees 13 minutes 14 seconds East 30.26 feet to a set 1/2 inch rebar; thence South 87 degrees 05 minutes 10 seconds East 265.81 feet to a set 1/2 inch rebar on the East line of said Outparcel #2; thence along the boundary of said Outparcel #2 the following courses: South 02 degrees 54 minutes 50 seconds West 157.96 feet to a set 1/2 inch rebar, North 87 degrees 05 minutes 10 seconds West 256.52 feet to a set 1/2 inch rebar, North 76 degrees 14 minutes 34 seconds West 56.18 feet to a set 1/2 inch rebar, North 03 degrees 48 minutes 02 seconds East 20.39 feet to a set 1/2 inch rebar, North 86 degrees 58 minutes 15 seconds West 56.89 feet back to the POINT OF BEGINNING. Said tract containing 52,768 square feet or 1.211 acres of land, more or less, according to a survey by Global Surveying Consultants, Inc. Project Number 06-1048.00/02, dated September 13, 2006, and revised November 3, 2006.

07 041587

EXHIBIT "B"

Legal Description of CFA Tract

All that part of the Southwest quarter of Section 22, Township 1 South, Range 14 West, City of Bryant, Saline County, Arkansas, also being known as part of Outparcel #2, Reynolds Road Development (an unplatted subdivision), said tract being more particularly described as follows:

Commencing at an Arkansas geological monument marking the Southwest corner of said Section 22, thence North 02 degrees 32 minutes 00 seconds East along the West line thereof 1292.31 feet to a point; thence North 90 degrees 00 minutes 00 seconds East crossing Reynolds Road (also known as Arkansas State Highway Number 183) for 78.87 feet to a 5/8 inch rebar on the East right-of-way line of said highway and the POINT OF BEGINNING; thence North 14 degrees 46 minutes 36 seconds East, along said East right-of-way line, 114.94 feet to a set 1/2 inch rebar; thence South 75 degrees 14 minutes 58 seconds East, departing said East right-of-way line, 73.95 feet to a set 1/2 inch rebar; thence North 15 degrees 13 minutes 14 seconds East 30.26 feet to a set 1/2 inch rebar; thence South 87 degrees 05 minutes 10 seconds East 265.81 feet to a set 1/2 inch rebar on the East line of said Outparcel #2; thence along the boundary of said Outparcel #2 the following courses: South 02 degrees 54 minutes 50 seconds West 157.96 feet to a set 1/2 inch rebar, North 87 degrees 05 minutes 10 seconds West 256.52 feet to a set 1/2 inch rebar, North 76 degrees 14 minutes 34 seconds West 56.18 feet to a set 1/2 inch rebar, North 03 degrees 48 minutes 02 seconds East 20.39 feet to a set 1/2 inch rebar, North 86 degrees 58 minutes 15 seconds West 56.89 feet back to the POINT OF BEGINNING.

Said tract containing 52,768 square feet or 1.211 acres of land, more or less, according to a survey by Global Surveying Consultants, Inc. Project Number 06-1048.00/02, dated September 13, 2006, and revised November 3, 2006.

07 041588

EXHIBIT "C"

Legal Description of Joint Driveway

25' DRIVE EASEMENT DESCRIPTION:

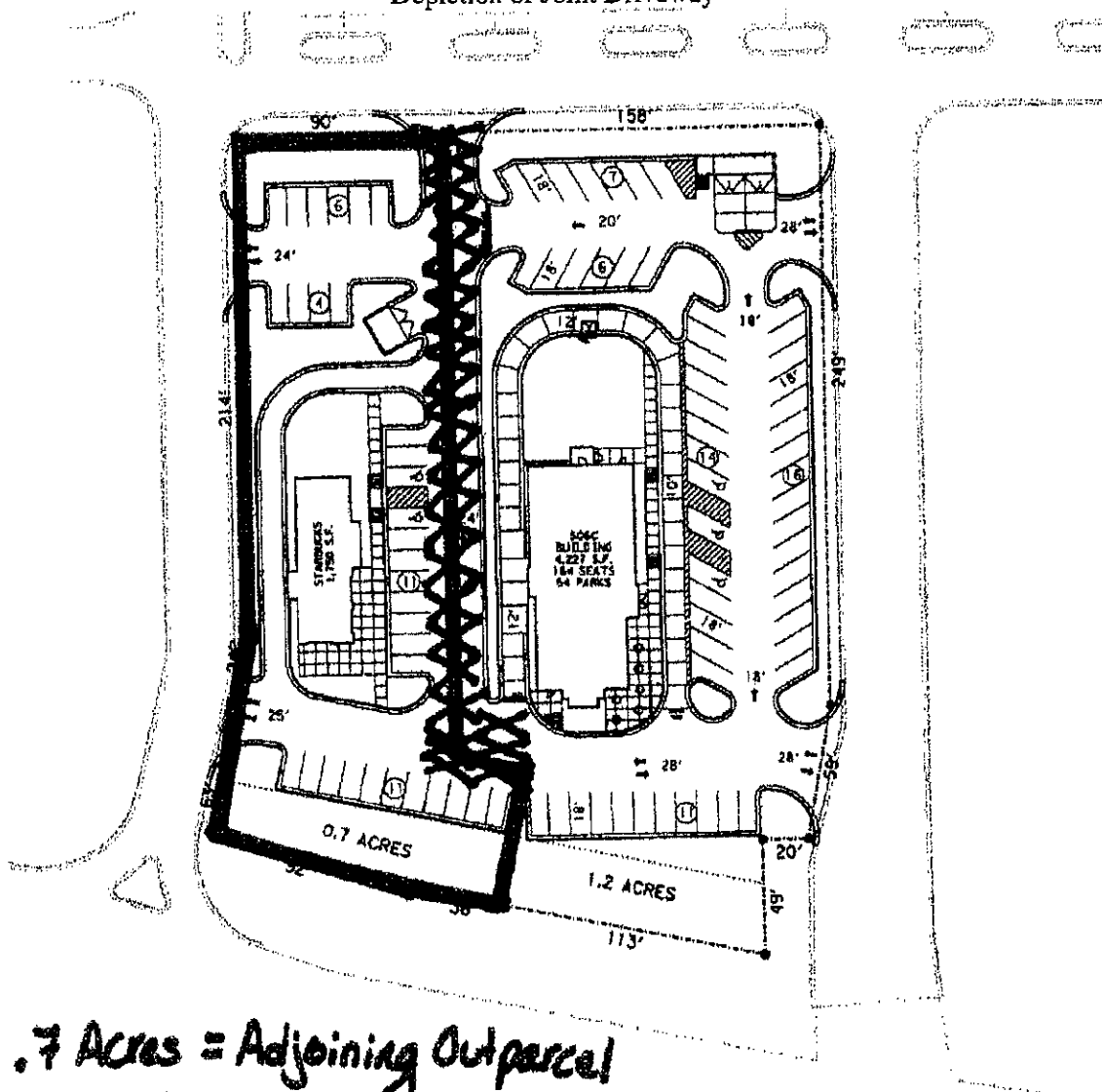
A 25 FOOT WIDE DRIVE EASEMENT, BEING 12.5 FEET EITHER SIDE OF A CENTERLINE ACROSS A PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS, ALSO BEING KNOWN AS PART OF OUTPARCEL #2, REYNOLDS ROAD DEVELOPMENT (AN UNPLATTED SUBDIVISION), SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ARKANSAS GEOLOGICAL MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 02 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE WEST LINE THEREOF 1292.31 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST CROSSING REYNOLDS ROAD (ALSO KNOWN AS ARKANSAS STATE HIGHWAY NUMBER 183) FOR 78.87 FEET TO A 5/8 INCH REBAR ON THE EAST RIGHT OF WAY LINE OF SAID HIGHWAY AND THE SOUTHWEST CORNER OF SAID OUTPARCEL #2; THENCE ALONG THE BOUNDARY OF SAID OUTPARCEL #2 THE FOLLOWING COURSES: SOUTH 86 DEGREES 58 MINUTES 15 SECONDS EAST 56.89 FEET; SOUTH 03 DEGREES 48 MINUTES 02 SECONDS WEST 20.39 FEET; SOUTH 76 DEGREES 14 MINUTES 34 SECONDS EAST 56.18 FEET; SOUTH 87 DEGREES 05 MINUTES 10 SECONDS EAST 256.52 FEET; NORTH 02 DEGREES 54 MINUTES 50 SECONDS EAST 157.96 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE BEING DESCRIBED; THENCE NORTH 87 DEGREES 05 MINUTES 10 SECONDS WEST 281.85 FEET TO THE POINT OF TERMINATION, SAID EASEMENT CONTAINING 7,046 SQUARE FEET OF LAND, MORE OR LESS.

07 04 1589

EXHIBIT "C-1"

Depiction of Joint Driveway



.7 Acres = Adjoining Outparcel

LOCATION: AR
DATE: 06-04-06
SCALE: N.T.S.

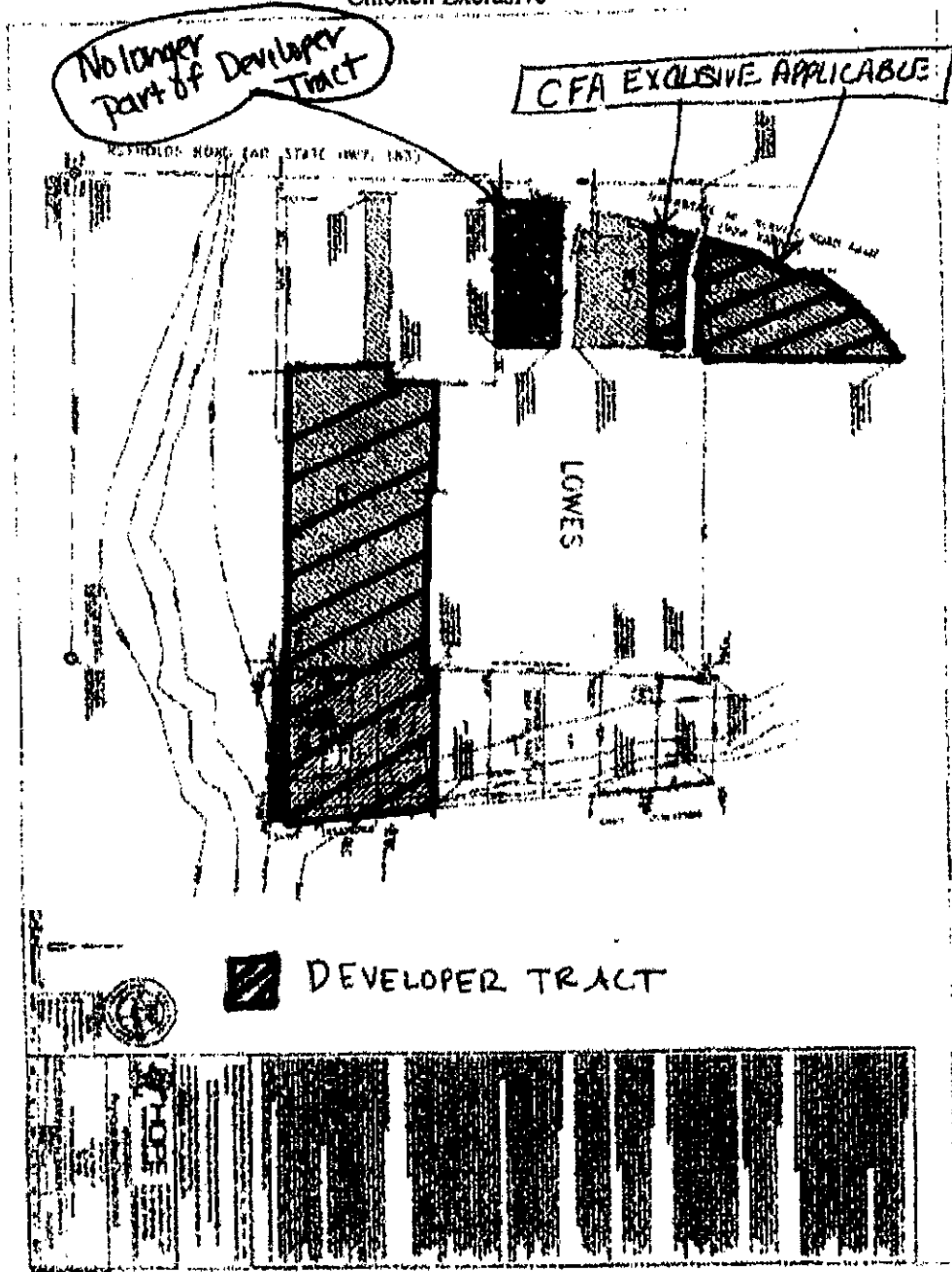
BRYANT, AR.
SKETCH "H"



5665 NEW NORTHSIDE DRIVE
ATLANTA, GA 30328
(770) 933-0280 - fax (770) 933-0971

EXHIBIT "D"

Chicken Exclusive

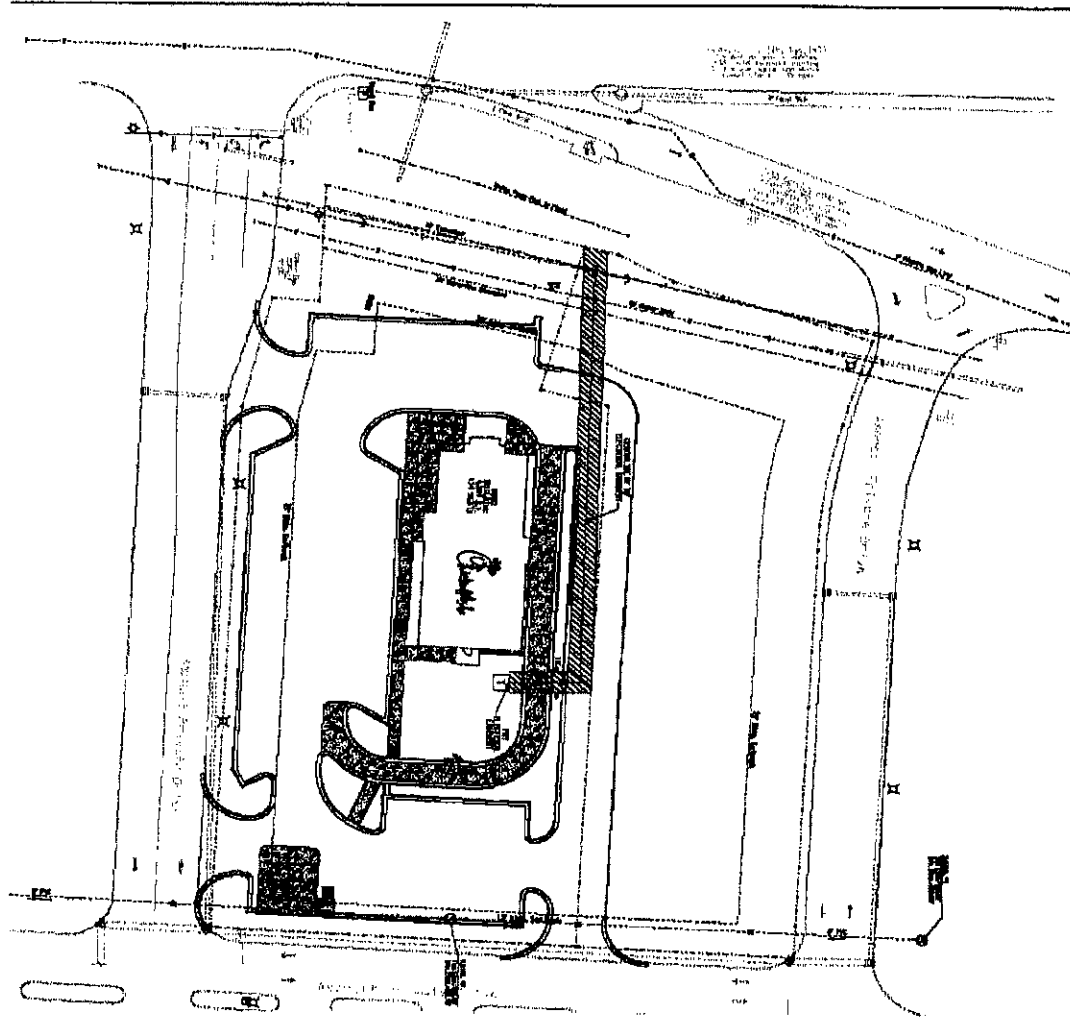


07 041591

EXHIBIT "E"

Electric Easement

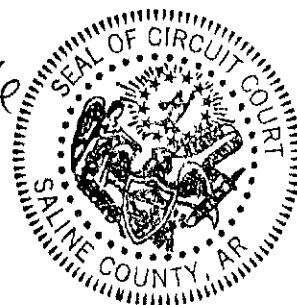
07 041592



SEARCHED INDEXED SERIALIZED FILED
APR 18 2007
FBI - SALINE COUNTY, AR
1762887_3.DOC

FILED FOR RECORD
In Doc Book 07 Page 41576

at 9:32 o'clock A M
DOW KIDD, CIRCUIT CLERK
BY [Signature] DC



10 063025

2. Access Easement. Grantor hereby grants and convey unto Grantee, for the use and benefit of Grantee, its successors, assigns, mortgagees, tenants, customers, employees, agents, invitees and any other persons whomsoever claiming under or through Grantee, and appurtenant to and running with the title to the Grantor Tract, a perpetual non-exclusive easement for vehicular and pedestrian passage, ingress and egress over, across and upon that certain area shown and cross hatched on Exhibit C, attached hereto and incorporated herein by reference, and as described in Exhibit D, attached hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Easement Area").

3. Construction of Easement Area.

(a) Grantee shall, at its sole cost and expense, construct the curb cut and drive aisle within the Easement Area for use as an access drive (the "Drive"). The Grantee agrees to complete construction of the Drive in a diligent, workmanlike manner in compliance with all applicable laws, rules and regulations. Grantor will cooperate with the Grantee in obtaining any applicable approvals and permits in a reasonable manner, but in no way shall Grantor incur any construction expense nor shall this Agreement be construed as creating a partnership or joint venture among the Parties.

(b) Grantor hereby grants to the Grantee a temporary construction easement, until such time as the Drive is complete, across the Grantor Tract for the purpose of the construction of the Drive.

4. General Terms of Access Easement. No barricades, fences, curbing or other dividers will be constructed along, on or within any portion of the Easement Area without the prior written consent of the Grantee. No Party shall prohibit the uninterrupted flow of pedestrian or vehicular traffic within the Easement Area.

5. Maintenance Obligation.

(a) Until the commencement of development on the Grantor Tract to prepare the Grantor Tract for an occupant, Grantee shall, at its sole cost and expense, maintain the Drive, and such maintenance obligations shall include: maintaining the pavement at a level, smooth and evenly covered condition with the type of surfacing material originally installed or an equal substitute; removing all ice and snow, and any other obstructions thereon; and placing, keeping and repairing and maintaining as necessary all pavement markings and lines. As of the date of commencement of development of the Grantor Tract to prepare the Grantor Tract for an occupant, Grantor shall take over the maintenance obligations for the Drive and shall thereafter maintain same at Grantor's cost and expense, subject to reimbursement from Grantee as provided herein.

(b) As of the date Grantor commences performance of the repair and maintenance obligations as set forth in Section 5(a) above, Grantee shall reimburse Grantor for Grantee's Percentage Share (as hereinafter defined) of the costs of maintenance and repair of the Drive, provided that any repair costs directly attributable to Grantor or Grantee's intentional misconduct shall be the sole burden of such party. As used herein, Grantee's Percentage Share shall be a fraction, the numerator of which is the interior square footage of the building located on the Grantee's Tract and the denominator being the total interior square footage of all buildings on the Tracts.

(c) In the event either party fails to perform its repair and maintenance obligations pursuant to this Section 5, the performing Party may give the non-performing Party written notice of such failure to repair and maintain and, if the non-performing Party shall not complete such repair and maintenance activities within thirty (30) days after receipt of such notice, the performing Party shall have the right, but not the obligation, to make such repairs or perform such maintenance at its own expense, subject to reimbursement from the non-performing Party for expenses, provided, however, that if one Party deems an emergency to exist with respect to required maintenance and repair, it may give only such notice as is reasonable under the circumstances and may undertake such repair and maintenance activities at such time as it deems necessary. The non-performing Party will immediately reimburse the other Party for any expenditures. In the event the non-performing Party fails to make reimbursement within thirty (30) days of receipt of the statement of expenditures from the performing Party, then the performing Party may place a lien on the non-performing Party's Tract.

6. Indemnity. The Grantee hereby agrees to indemnify and hold the Grantor harmless from and against any liabilities, causes of action, suits, claims or expenses (including reasonable attorneys' fees) in the performance of obligations or the exercise of easements and rights under this Agreement as the result of or arising from the negligence or willful misconduct of the Grantee and its tenants and their respective employees or agents (including negligence or willful misconduct that causes or contributes to liabilities, causes of action, suits, claims or expenses stemming from the actions of invitees, customers and licensees of the Grantee); provided, however, that the Grantee shall have no obligation to indemnify and hold Grantor harmless from and against any liabilities, causes of action, suits, claims or expenses (including reasonable attorneys' fees) resulting or arising from the negligence or willful misconduct of Grantor and its tenants and their respective employees, agents, invitees, customers and licensees.

The Grantor hereby agrees to indemnify and hold the Grantee harmless from and against any liabilities, causes of action, suits, claims or expenses (including reasonable attorneys' fees) in the performance of obligations or the exercise of easements and rights under this Agreement as the result of or arising from the negligence or willful misconduct of the Grantor and its tenants and their respective

10 063026

employees or agents (including negligence or willful misconduct that causes or contributes to liabilities, causes of action, suits, claims or expenses stemming from the actions of invitees, customers and licensees of the Grantor); provided, however, that the Grantor shall have no obligation to indemnify and hold Grantee harmless from and against any liabilities, causes of action, suits, claims or expenses (including reasonable attorneys' fees) resulting or arising from the negligence or willful misconduct of Grantee and its tenants and their respective employees, agents, invitees, customers and licensees.

7. Covenants Run With the Land. Each covenant and undertaking as to the Tracts shall be a burden thereon for the benefit of both Tracts, and shall run with the land.

8. Successors, Assigns. This Agreement and the easements, covenants, benefits and obligations created hereby shall inure to the benefit of and be binding upon each party hereto and its assigns, grantees and successors-in-interest.

9. Injunctive Relief. In the event of any violation or threatened violation of any provision in this Agreement by either Party, or any lessee or occupant of any portion of a Tract, the injured Party shall have the right, in addition to any other remedies that may be available, at law or in equity, to enjoin such violation or threatened violation.

10. Modification. This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the written consent of all parties.

11. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Tract to the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

12. Breach Shall Not Permit Termination. No breach of this Agreement shall entitle either Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder by reasons of any breach of this Agreement.

13. Attorneys' Fees. In the event legal proceedings are brought or commenced to enforce any of the terms of this Agreement the prevailing party in such action shall be entitle to receive, and shall receive from the non-prevailing party, a reasonable sum as attorneys' fees and costs, to the extent permitted by applicable law.

14. Time. Time is of the essence in this Agreement.

10 063027

15. Notices. Any notice or demand given or served by one party to the other shall not be deemed to have been duly given or served unless in writing and forwarded by certified mail, postage prepaid, or by a recognized overnight courier service (such as Airborne Express or Federal Express), addressed as follows:

Grantor: Coco Bryant Holdings, LLC
8021 Cantrell Road, Suite 315,
Little Rock, Arkansas 72227

With a copy to: Price C. Gardner
Friday Eldredge & Clark LLP
400 West Capitol Suite 2000
Little Rock, AR 72201

Grantee: Logan's Roadhouse, Inc.
3011 Armory Drive, Suite 300
Nashville, Tennessee 37204
Attn: Senior Vice President of Real Estate and
Development

copy to: Logan's Roadhouse, Inc.
3011 Armory Drive, Suite 300
Nashville, Tennessee 37204
Attn: Chief Financial Officer

copy to: Rebekah E. Fisher, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

Notices and demands shall be deemed effective upon receipt thereof. The person and place to which notices are to be sent may be changed by a party upon written notice to the other party.

16. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

17. Severability. In the event any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

10 063028

18. Pronouns. When required by context, the singular shall include the plural and the neuter gender shall include a person, partnership, corporation, limited liability company, firm, association or other business arrangement.

19. Counterparts. This Agreement may be executed in counterparts each of which deemed an original hereof.

20. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

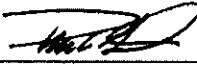
[SIGNATURES ON NEXT PAGE]

10 063029

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

GRANTOR:

COCO BRYANT HOLDINGS, LLC,
an Arkansas limited liability company

By: 
Name: PAUL C. GARDNER
Title: AUTHORIZED AGENT

GRANTEE:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

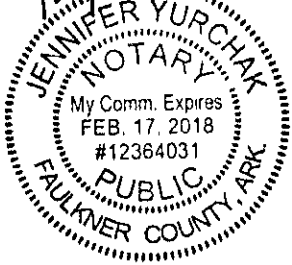
By: _____
Name: _____
Title: _____

10 063030

STATE OF ARKANSAS)
) ss
COUNTY OF PULASKI)

This instrument was acknowledged before me this 27th day of July, 2010, by Price C. Gardner as Authorized Agent of COCO BRYANT HOLDINGS, LLC, an Arkansas limited liability company, on behalf of said limited partnership.

My Commission Expires: 2/17/2018



Jennifer Yurchak
Notary Public in and for the
State of Arkansas

Jennifer Yurchak
Printed Name of Notary Public

10 063031

STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

This instrument was acknowledged before me this _____ day of _____, 2010, by _____, as _____ of LOGAN'S ROADHOUSE, INC., a Tennessee corporation, on behalf of said corporation.

My Commission Expires:

Notary Public in and for the
State of _____

Printed Name of Notary Public

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

GRANTOR:

COCO BRYANT HOLDINGS, LLC,
an Arkansas limited liability company

By: _____
Name: _____
Title: _____

GRANTEE:

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: _____
Name: ROB EFFNER
Title: S.V.P.

10 063032

STATE OF _____)
) ss
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, 2010, by _____, as _____ of COCO BRYANT HOLDINGS, LLC, an Arkansas limited liability company, on behalf of said limited partnership.

My Commission Expires:

Notary Public in and for the
State of _____

Printed Name of Notary Public

10 063033

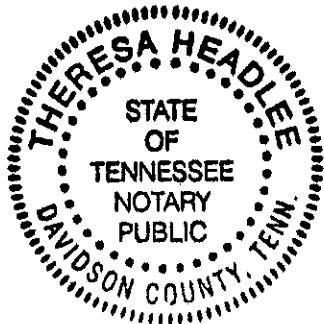
STATE OF TENNESSEE)
) ss
COUNTY OF DAVIDSON)

This instrument was acknowledged before me this 26th day of July, 2010, by Rob Effner, as S.V.P. of LOGAN'S ROADHOUSE, INC., a Tennessee corporation, on behalf of said corporation.

My Commission Expires:
9/8/13

Theresa Headlee
Notary Public in and for the
State of Tennessee

THERESA HEADLEE
Printed Name of Notary Public



My Commission Expires SEPT. 8, 2013

EXHIBIT A

Grantor's Tract

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN ARKANSAS GEOLOGICAL MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 02 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE WEST LINE THEREOF 1571.50 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST CROSSING REYNOLDS ROAD (ALSO KNOWN AS ARKANSAS STATE HIGHWAY NUMBER 183) FOR 157.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 30 ACCESS ROAD AND THE POINT OF BEGINNING;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ARE ALONG THE ACCESS ROAD R-O-W LINE THENCE NORTH 15 DEGREES 26 MINUTES 26 SECONDS EAST 126.06 FEET TO A 5/8 INCH REBAR; THENCE NORTH 29 DEGREES 15 MINUTES 56 SECONDS EAST 119.85 FEET TO A 5/8 INCH REBAR; THENCE NORTH 03 DEGREES 11 MINUTES 57 SECONDS EAST 40.21 FEET TO A 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 676.25 FEET AND A CHORD OF NORTH 41 DEGREES 24 MINUTES 38 SECONDS EAST 148.63 FEET TO A 5/8 INCH REBAR; THENCE NORTH 59 DEGREES 09 MINUTES 28 SECONDS EAST 160.75 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 02 DEGREES 15 MINUTES 25 SECONDS WEST LEAVING SAID INTERSTATE 30 FOR 469.21 FEET TO A 5/8 INCH REBAR; THENCE NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST 14.41 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 02 DEGREES 54 MINUTES 50 SECONDS WEST 22.91 FEET TO A 5/8 INCH REBAR; THENCE NORTH 87 DEGREES 05 MINUTES 10 SECONDS WEST 206.51 FEET TO A 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 211.50 FEET AND A CHORD OF NORTH 80 DEGREES 09 MINUTES 26 SECONDS WEST 51.03 FEET TO A 5/8 INCH REBAR; THENCE NORTH 73 DEGREES 13 MINUTES 41 SECONDS WEST 41.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (GRANTEE'S PROPERTY):

BEING IN PART OF THE SOUTHWEST QUARTER, OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

10 063034

10 063035

BEGINNING AT AN IRON PIN CAPPED #1141, LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF INTERSTATE 30 FRONTAGE ROAD, AND BEING THE NORTHEASTERNMOST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2006, PAGE 69319, RECORDS OF SALINE COUNTY, ARKANSAS; THENCE S02°16'48"W, 355.81 FT. TO A FOUND 5/8" REBAR; THENCE N87°38'49"W 284.84 FT. TO A FOUND 5/8" REBAR LOCATED ON THE EASTERN RIGHT-OF-WAY OF THE INTERSTATE 30 ACCESS ROAD; THENCE ALONG SAID ACCESS ROAD, N16°46'35"E, 5.58 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N29°15'46"E, 119.79 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N03°13'42"E, 40.17 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE NORTHEASTERLY ALONG A 676.25 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N41°24'34"E, 148.64 FT. TO A FOUND IRON PIN CAPPED #1141; THENCE N59°09'40"E, 160.74 FT. TO THE POINT OF BEGINNING, CONTAINING 1.5009 ACRES (65,381 SQ. FT.) MORE OR LESS.

EXHIBIT B

Grantee's Tract

BEING IN PART OF THE SOUTHWEST QUARTER, OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN CAPPED #1141, LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF INTERSTATE 30 FRONTAGE ROAD, AND BEING THE NORTHEASTERNMOST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2006, PAGE 69319, RECORDS OF SALINE COUNTY, ARKANSAS; THENCE S02°16'48"W, 355.81 FT. TO A FOUND 5/8" REBAR; THENCE N87°38'49"W 284.84 FT. TO A FOUND 5/8" REBAR LOCATED ON THE EASTERN RIGHT-OF-WAY OF THE INTERSTATE 30 ACCESS ROAD; THENCE ALONG SAID ACCESS ROAD, N16°46'35"E, 5.58 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N29°15'46"E, 119.79 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N03°13'42"E, 40.17 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE NORTHEASTERLY ALONG A 676.25 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N41°24'34"E, 148.64 FT. TO A FOUND IRON PIN CAPPED #1141; THENCE N59°09'40"E, 160.74 FT. TO THE POINT OF BEGINNING, CONTAINING 1.5009 ACRES (65,381 SQ. FT.) MORE OR LESS.

10 063036

Exhibit C

Easement Area

10 063037

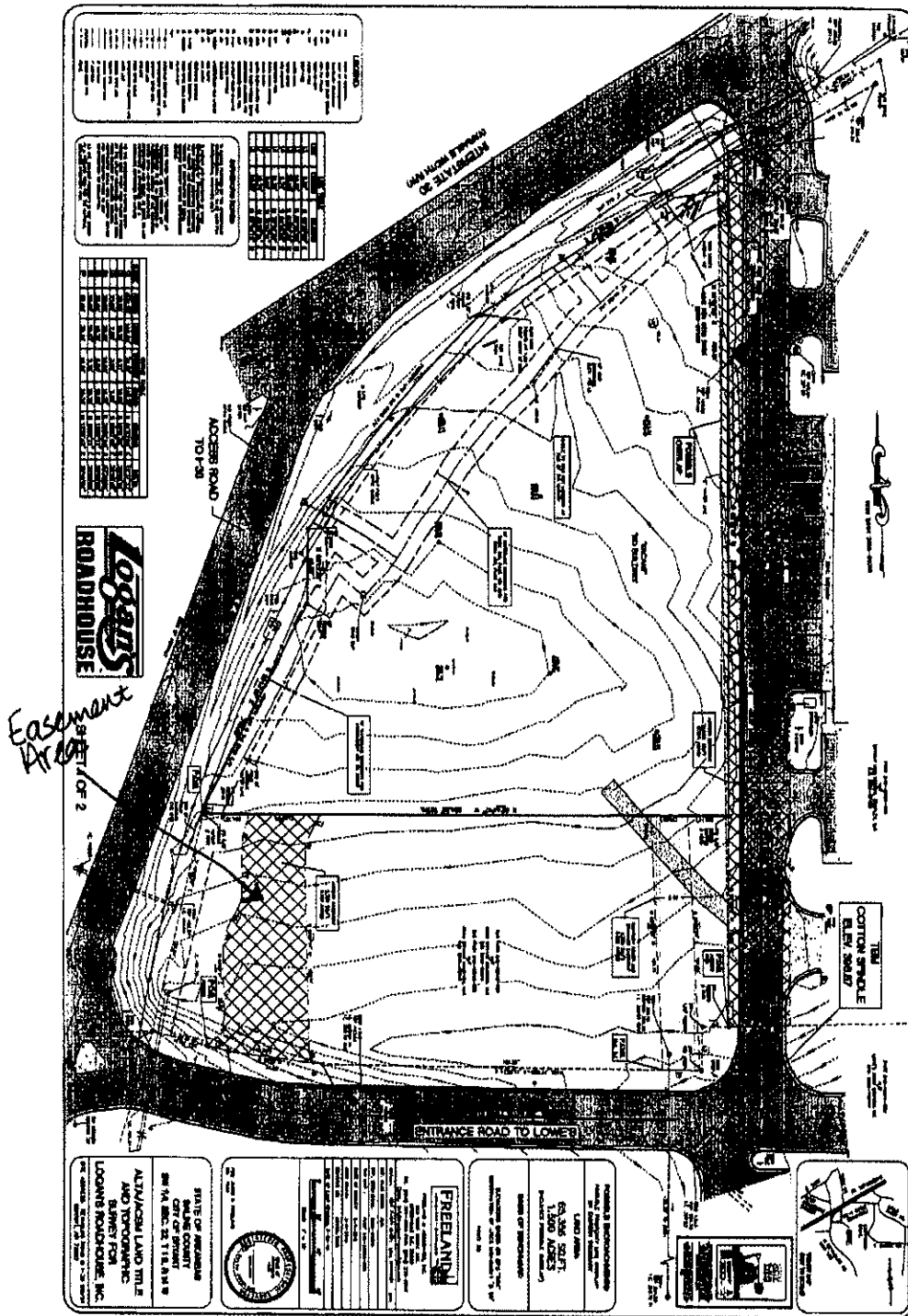


Exhibit D

Legal Description of Easement Area

Being all that certain easement for access located at the southeast quadrant of I-30 Frontage Road and I-30 Access Road being a portion of Tax Lot 840-12640-000 of the Saline County records, being in the Southwest quarter, of Section 22, Township 1 South, Range 14 West. City of Bryant, Saline County, Arkansas and being more fully described as follows:

Commencing at the southwest 1\4, of Section 22, Township 1 South, Range 14 West and running N 02-33-31 E for 1571.50 feet to a point; thence S 89-58-29 E for 157.19 feet to an iron pin found with cap # WD 1281 located on the east right of way of I-30 Access Road; thence S 73-12-35 E for 30.57 feet to a point being the Point of Beginning; thence along a curve concave to the west having a radius of 20.00 feet, an arc length of 20.10 feet and a chord bearing and distance of N 29-54-44 E for 19.27 feet to a point; thence N 01-07-11 E for 33.30 feet to a point; thence along a curve concave to the east having a radius of 30.00 feet, an arc length of 15.71 feet and a chord bearing and distance of N 16-07-11 E for 15.53 feet to a point; thence N 31-07-11 E for 8.60 feet to a point; thence along a curve concave to the west having a radius of 20.00 feet, an arc length of 10.47 feet and a chord bearing and distance of N 16-07-11 E for 10.35 feet to a point; thence N 01-07-11 E for 16.74 feet to a point; thence along a curve concave to the east having a radius of 67.00 feet, an arc length of 25.51 feet and a chord bearing and distance of N 12-01-42 E for 25.36 feet to a point; thence S 87-44-47 E for 37.70 feet to a point; thence S 29-15-53 W for 9.74 feet to a point; thence along a curve concave to the east having a radius of 33.00 feet, an arc length of 16.21 feet and a chord bearing and distance of S 15-11-32 W for 16.05 feet to a point; thence S 01-07-11 W for 102.11 feet to a point; thence along a curve concave to the east having a radius of 15.00 feet, an arc length of 7.63 feet and a chord bearing and distance of S 13-27-42 E for 7.55 feet to a point; thence N 80-06-21 W for 45.79 feet to an iron pin 5/8" rebar capped WD #1281; thence N 73-12-35 W for 11.35 feet to a point; the Point of Beginning containing 0.122 Acres (5,338 Sq. Ft.) more or less.

10 063038

FILED FOR RECORD

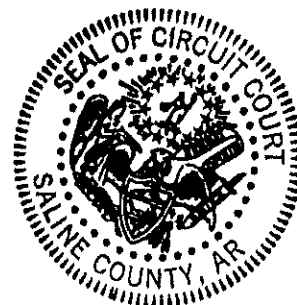
In Doc Book 10 Page 63024

AUG 06 2010

at 4:03 o'clock AM

DOUG KIDD, CIRCUIT CLERK

BY R. Holceis DC



RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

FILED
SALINE COUNTY
CIRCUIT CLERK

2010 AUG -6 PM 4:04

Rebekah Fisher, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

BY: _____

Ut

(Space Above This Line For Recorder's Use)

SEWER EASEMENT AGREEMENT

THIS SEWER EASEMENT AGREEMENT ("**Agreement**") is made and entered into as of July 27, 2010, by and among **COCO BRYANT HOLDINGS, LLC**, an Arkansas limited liability company, whose address is 8021 Cantrell Road, Suite 315, Little Rock, Arkansas 72227 (hereinafter referred to as the "Grantor") to **LOGAN'S ROADHOUSE, INC.**, a Tennessee corporation, its successors or assigns, whose address is 3011 Armory Drive, Suite 300, Nashville, Tennessee 37204 (hereinafter referred to as the "Grantee"); individually, a "Party", and collectively, the "Parties".

RECITALS

- A. Grantee is the fee owner of certain real property located in Bryant, in the County of Saline, State of Arkansas as more particularly described on **Exhibit "A"** attached hereto and incorporated herein (the "Grantee Property").
- B. Grantor is the fee owner of certain real property adjacent to the Grantee Property, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein (the "Grantor Property").
- C. In order to allow for development of the Grantee Property, Grantor has agreed to grant to Grantee a non-exclusive, private sanitary sewer easement over, across and under that portion of the Grantor Property generally depicted and outlined by the dashed lines on the sketch attached hereto and incorporated herein as **Exhibit "C"** and as described on **Exhibit "D"** attached hereto and incorporated herein (the "Easement Area") for sanitary sewer purposes as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENTS:

1. **GRANT OF EASEMENT.** Grantor hereby creates, grants, and conveys to Grantee, its successors and assigns, and their respective tenants, employees, agents and invitees, a perpetual nonexclusive easement for installation and ongoing maintenance of a sanitary sewer line for the benefit of and appurtenant to the Grantee Property, (hereinafter referred to as the "Easement")

10 063039

under, across, upon and through the Easement Area and including but not limited to pipes, conduits and other such facilities or improvements located within the Easement Area (the "Sewer Improvements") necessary to connect the improvements on the Grantee Property with the city sewer system, with the full right to use and enjoy the benefits of said Easement.

2. **CONSTRUCTION OF THE SEWER IMPROVEMENTS.** Grantee shall construct the Sewer Improvements according to the plans and specifications obtained by Grantee and approved by Grantor, which approval shall not be unreasonably withheld (the "Plans"). Such improvements shall be constructed by Grantee in a good and workmanlike manner free of all liens and in accordance with the Plans and all applicable governmental requirements. Upon completion of construction of the Sewer Improvements, the Grantee, or its tenant, shall be responsible for the cost of maintenance and repair of the Sewer Improvements, provided that any damage caused to the Sewer Improvements by the intentional misconduct of Grantor or Grantor's employees, agents, or contractors shall be repaired by Grantor at Grantor's cost.

3. **MAINTENANCE AND REPAIR.** Grantee, its successors or assigns, or tenants, shall be responsible for the maintenance, repair, or replacement of the Sewer Improvements and shall maintain the same in compliance with all laws, rules, regulations and permits. Grantee, its successors or assigns, shall not commence the construction of any improvements within the Easement Area nor the maintenance, repair or replacement of the Sewer Improvements without first obtaining the prior consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed.

4. **MISCELLANEOUS.**

4.1 **Authority.** All individuals executing this Agreement represent and warrant that they have the power and authority to do so and to bind the respective Party on whose behalf they are executing this document.

4.2 **Entire Agreement.** This Agreement constitutes a complete and final description of the Parties' entire agreement, as to all matters referenced herein.

4.3 **Invalidity, Modification, Governing Law.** If any provision of this Agreement is held invalid later, it will not affect the validity of the remainder of this Agreement. This Agreement cannot be changed, modified, or canceled except through a writing that is signed by all Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas.

4.4 **Successors.** The easements, covenants and agreements of the parties hereto shall be binding upon and shall inure to the benefit of the respective successors in title to the Grantee Property and the Grantor Property as easements and covenants running with the title to such properties.

4.5 **Attorneys' Fees.** In the event either Party commences a legal proceeding to enforce any of the terms of this Agreement, the Prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The "Prevailing Party" means the Party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought.

10 063040

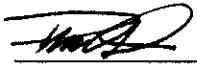
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

Printed: _____

Printed: _____

COCO BRYANT HOLDINGS, LLC,
an Arkansas limited liability company

By: 
Name: PAUL L. GARDNER
Its: AUTHORIZED AGENT

Signed, sealed and delivered
in the presence of:

Name: _____

Name: _____

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: _____
Name: _____
Its: _____

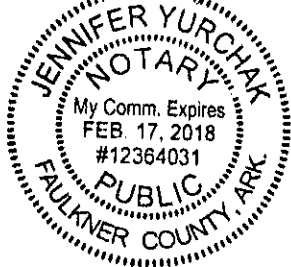
10 063041

"GRANTOR"

STATE OF ARKANSAS
COUNTY OF PULASKI

The foregoing instrument was acknowledge before me this 27th day of July, 2010, by Price C. Gardner Authorized Agent of McCoy Bryant Holdings, LLC, an Arkansas limited liability company, on behalf of the company. He is personally known to me or produced the following as identification: _____

(NOTARY SEAL)



Jennifer Yurchak
Printed Name: Jennifer Yurchak
Notary Public

"GRANTEE"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me _____, 2010 by _____, as _____ of Logan's Roadhouse, Inc., a Tennessee corporation, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Typed or Printed Notary Name
Notary Public

10 063042

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

Printed: _____

Printed: _____

COCO BRYANT HOLDINGS, LLC,
an Arkansas limited liability company

By: _____

Name: _____

Its: _____

Signed, sealed and delivered
in the presence of:

Name: Val Hagwood
Valerie Hagwood

Name: Jennifer Maxey
Jennifer Maxey

LOGAN'S ROADHOUSE, INC.,
a Tennessee corporation

By: _____

Name: ROB EFFNER

Its: S.V.P.

10 063043

10 063044

"GRANTOR"

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledge before me this ___ day of _____, 2010,
by _____, as _____ of Coco Bryant Holdings, LLC, an Arkansas
limited liability company, on behalf of the company. He is personally known to me or produced
the following as identification: _____.

(NOTARY SEAL)

Printed Name: _____
Notary Public

"GRANTEE"

STATE OF Tennessee
COUNTY OF Davidson

The foregoing instrument was acknowledged before me July 26, 2010 by
Rob Effner, as S.V.P. of Logan's Roadhouse, Inc., a Tennessee
corporation, on behalf of the company. He She is personally known to me or has produced
N/A as identification.

(NOTARY SEAL)

Theresa Headlee
Notary Public Signature

THERESA HEADLEE
Typed or Printed Notary Name
Notary Public



My Commission Expires SEPT. 8, 2013

**EXHIBIT A
GRANTEE PROPERTY**

BEING IN PART OF THE SOUTHWEST QUARTER, OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST. CITY OF BRYANT, SALINE COUNTY, ARKANSAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN CAPPED #1141, LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF INTERSTATE 30 FRONTAGE ROAD, AND BEING THE NORTHEASTERNMOST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2006, PAGE 69319, RECORDS OF SALINE COUNTY, ARKANSAS; THENCE S02°16'48"W, 355.81 FT. TO A FOUND 5/8" REBAR; THENCE N87°38'49"W 284.84 FT. TO A FOUND 5/8" REBAR LOCATED ON THE EASTERN RIGHT-OF-WAY OF THE INTERSTATE 30 ACCESS ROAD; THENCE ALONG SAID ACCESS ROAD, N16°46'35"E, 5.58 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N29°15'46"E, 119.79 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N03°13'42"E, 40.17 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE NORTHEASTERLY ALONG A 676.25 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N41°24'34"E, 148.64 FT. TO A FOUND IRON PIN CAPPED #1141; THENCE N59°09'40"E, 160.74 FT. TO THE POINT OF BEGINNING, CONTAINING 1.5009 ACRES (65,381 SQ. FT.) MORE OR LESS.

10 063045

**EXHIBIT B
GRANTOR PROPERTY**

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN ARKANSAS GEOLOGICAL MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 02 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE WEST LINE THEREOF 1571.50 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST CROSSING REYNOLDS ROAD (ALSO KNOWN AS ARKANSAS STATE HIGHWAY NUMBER 183) FOR 157.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 30 ACCESS ROAD AND THE POINT OF BEGINNING;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ARE ALONG THE ACCESS ROAD R-O-W LINE THENCE NORTH 15 DEGREES 26 MINUTES 26 SECONDS EAST 126.06 FEET TO A 5/8 INCH REBAR; THENCE NORTH 29 DEGREES 15 MINUTES 56 SECONDS EAST 119.85 FEET TO A 5/8 INCH REBAR; THENCE NORTH 03 DEGREES 11 MINUTES 57 SECONDS EAST 40.21 FEET TO A 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 676.25 FEET AND A CHORD OF NORTH 41 DEGREES 24 MINUTES 38 SECONDS EAST 148.63 FEET TO A 5/8 INCH REBAR; THENCE NORTH 59 DEGREES 09 MINUTES 28 SECONDS EAST 160.75 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 02 DEGREES 15 MINUTES 25 SECONDS WEST LEAVING SAID INTERSTATE 30 FOR 469.21 FEET TO A 5/8 INCH REBAR; THENCE NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST 14.41 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 02 DEGREES 54 MINUTES 50 SECONDS WEST 22.91 FEET TO A 5/8 INCH REBAR; THENCE NORTH 87 DEGREES 05 MINUTES 10 SECONDS WEST 206.51 FEET TO A 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 211.50 FEET AND A CHORD OF NORTH 80 DEGREES 09 MINUTES 26 SECONDS WEST 51.03 FEET TO A 5/8 INCH REBAR; THENCE NORTH 73 DEGREES 13 MINUTES 41 SECONDS WEST 41.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (GRANTEE'S PROPERTY):

BEING IN PART OF THE SOUTHWEST QUARTER, OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN CAPPED #1141, LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF INTERSTATE 30 FRONTAGE ROAD, AND BEING THE NORTHEASTERMOST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2006, PAGE 69319, RECORDS OF SALINE COUNTY, ARKANSAS; THENCE S02°16'48"W, 355.81 FT. TO A FOUND 5/8" REBAR; THENCE N87°38'49"W 284.84 FT. TO A FOUND 5/8" REBAR LOCATED ON THE EASTERN RIGHT-OF-WAY OF THE

10 063046
910390 01

INTERSTATE 30 ACCESS ROAD; THENCE ALONG SAID ACCESS ROAD, N16°46'35"E, 5.58 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N29°15'46"E, 119.79 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N03°13'42"E, 40.17 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE NORTHEASTERLY ALONG A 676.25 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N41°24'34"E, 148.64 FT. TO A FOUND IRON PIN CAPPED #1141; THENCE N59°09'40"E, 160.74 FT. TO THE POINT OF BEGINNING, CONTAINING 1.5009 ACRES (65,381 SQ. FT.) MORE OR LESS.

10 063047

EXHIBIT D
LEGAL DESCRIPTION OF EASEMENT AREA

Being all that certain Sanitary Sewer and Drainage Easement located at the southeast quadrant of I-30 Frontage Road and I-30 Access Road being a portion of Tax Lot 840-12640-000 of the Saline County records, being in the Southwest quarter, of Section 22, Township 1 South, Range 14 West. City of Bryant, Saline County, Arkansas and being more fully described as follows:

Commencing at the southwest 1/4, of Section 22, Township 1 South, Range 14 West and running N 02-33-31 E for 1571.50 feet to a point; thence S 89-58-29 E for 157.19 feet to an iron pin found with cap # WD 1281 located on the east right of way of I-30 Access Road; thence S 73-12-35 E for 41.92 feet to an iron pin found with cap # WD 1281; thence S 80-06-21 E for 51.03 feet to an iron pin found with cap # WD 1281; thence S 87-04-15 E for 185.25 feet to a point being the Point of Beginning; thence N 00-22-55 W for 136.71 feet to a point; thence S 87-44-47 E for 20.02 feet to a point; thence S 00-22-55 E for 136.94 feet to a point; thence N 87-04-15 W for 20.03 feet to the Point of Beginning containing 0.062 Acres (2,736 Sq. Ft.) more or less.

10 063049

FILED FOR RECORD
In DOC Book 10 Page 63039

AUG 06 2010
at 4:04 o'clock PM
BY DOUG KIDD, CIRCUIT CLERK
A. Pollock DC



FILED
SALINE COUNTY
CIRCUIT CLERK

2010 AUG -6 PM 4:02

Prepared by and after
recording return to:
Rebekah E. Fisher, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219
(615) 850-8010

BY: _____ KGT

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT is made and entered into on the 27th day of July 2010, by COCO BRYANT HOLDINGS, LLC, an Arkansas limited liability company, whose address is 8021 Cantrell Road, Suite 315, Little Rock, Arkansas 72227 ("Bryant Holdings").

1. Recitals

(a) As of the date of this Restrictive Covenant, Logan's Roadhouse, Inc. ("Logan's") has acquired from Bryant Holdings that certain property consisting of approximately 1.5 acres on the northern side of Outparcel #1 located in Bryant, Saline County, Arkansas and more particularly described on Exhibit "A" hereto (the "Logan's Property");

(b) As part of the conveyance of the Logan's Property to Logan's (the "Transaction"), Bryant Holdings agreed to certain restrictions concerning the use of the remaining property owned by Bryant Holdings as described on Exhibit "B" hereto and shown on Exhibit "C" attached hereto (the "Remaining Property"), as of the date of the Transaction or thereafter, as more particularly discussed herein.

2. Restrictions. (a) Restaurant Restriction. Bryant Holdings agrees that it will not sell or lease any other parcel within the Remaining Property to a steakhouse or roadhouse featuring red meats and that the Logan's Property will be granted exclusive use as a casual style, sit-down steakhouse restaurant within the development in which the Logan's Property is located and will be restricted by a covenant running with the land restricting any part of the Remaining Property from use as a steakhouse restaurant, including, but not limited to such competitors as Outback, Texas Roadhouse, Santa Fe Cattlemen's Club and Cantina, Longhorn, Lone Star, Roadhouse Grill, Ryan's, Colton's, Western Sizzlin', Saltgrass Steakhouse, Golden Corral or Chili's. For these purposes, "steakhouse" is defined as any establishment deriving thirty-five (35%) percent or more of its store revenues from grilled red meats. As used herein, "roadhouse" is defined as any establishment featuring a facility with a rustic appearance and incorporating the word "roadhouse" as a part of its name, trademark or advertising slogan.

(b) Fireworks Restriction. Bryant Holdings further agrees to restrict the Remaining Property to prohibit the use of such property for the sale or display of fireworks, aerial explosive devices or other pyrotechnic merchandise.

10 063017

10 063018

3. Miscellaneous Provisions. If any provision of this Restrictive Covenant is determined to be invalid, the invalidity of such provision shall not affect or invalidate the other provisions of this Restrictive Covenant. This Restrictive Covenant shall be deemed to run with the land and shall bind and inure to the benefit of the successors and assigns of both of the parties. This Restrictive Covenant shall be governed by and construed in accordance with the laws of the State of Arkansas, and venue of any proceeding seeking enforcement of any provision of this Restrictive Covenant shall lie exclusively in Saline County, Arkansas.

IN WITNESS WHEREOF, the parties have executed this Restrictive Covenant as of the date first written above.

COCO BRYANT HOLDINGS, LLC,
an Arkansas limited liability company

By: [Signature]
Its: PRICE L. GARDNER
Date: 7/27/10

STATE OF ARKANSAS)
)ss.
COUNTY OF SALINE)

This day personally appeared before me, the undersigned, a duly commissioned, qualified, and acting Notary Public, the within named PRICE L. GARDNER, to me personally well known, or proven to be said person, who stated that he was the ~~Manager~~ ^{AUTHORIZED AGENT} of Coco Bryant Holdings, LLC, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said LLC, and further stated that he had executed said instrument for the consideration, uses, and purposes and in the capacities therein stated.

Witness my hand and notarial seal this 27th day of July, 2010,

Jennifer Yurchak
Notary Public

My Commission Expires
2/17/2018

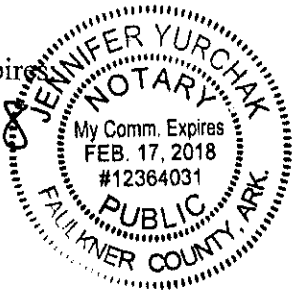


Exhibit "A"

Logan's Property

BEING ALL THAT CERTAIN PIECE OR PARCEL OF LAND LOCATED AT THE SOUTHEAST QUADRANT OF I-30 FRONTAGE ROAD AND I-30 ACCESS ROAD BEING A PORTION OF TAX LOT 840-12640-000 OF THE SALINE COUNTY RECORDS, BEING IN THE SOUTHWEST QUARTER, OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN CAPPED #1141, LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF INTERSTATE 30 FRONTAGE ROAD, AND BEING THE NORTHEASTERMOST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2006, PAGE 69319, RECORDS OF SALINE COUNTY, ARKANSAS; THENCE S02°16'48"W, 355.81 FT. TO A FOUND 5/8" REBAR; THENCE N87°38'49"W 284.84 FT. TO A FOUND 5/8" REBAR LOCATED ON THE EASTERN RIGHT-OF-WAY OF THE INTERSTATE 30 ACCESS ROAD; THENCE ALONG SAID ACCESS ROAD, N16°46'35"E, 5.58 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N29°15'46"E, 119.79 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N03°13'42"E, 40.17 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE NORTHEASTERLY ALONG A 676.25 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N41°24'34"E, 148.64 FT. TO A FOUND IRON PIN CAPPED #1141; THENCE N59°09'40"E, 160.74 FT. TO THE POINT OF BEGINNING, CONTAINING 1.5009 ACRES (65,381 SQ. FT.) MORE OR LESS.

10 063019

Exhibit "B"

Remaining Property

PARCEL 1:

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN ARKANSAS GEOLOGICAL MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 02 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE WEST LINE THEREOF 1571.50 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST CROSSING REYNOLDS ROAD (ALSO KNOWN AS ARKANSAS STATE HIGHWAY NUMBER 183) FOR 157.19 FEET TO THE EAST RIGHT-OF-WAY LINE OF INTERSTATE 30 ACCESS ROAD AND THE POINT OF BEGINNING;

THE FOLLOWING FIVE (5) COURSES AND DISTANCES ARE ALONG THE ACCESS ROAD R-O-W LINE THENCE NORTH 15 DEGREES 26 MINUTES 26 SECONDS EAST 126.06 FEET TO A 5/8 INCH REBAR; THENCE NORTH 29 DEGREES 15 MINUTES 56 SECONDS EAST 119.85 FEET TO A 5/8 INCH REBAR; THENCE NORTH 03 DEGREES 11 MINUTES 57 SECONDS EAST 40.21 FEET TO A 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 676.25 FEET AND A CHORD OF NORTH 41 DEGREES 24 MINUTES 38 SECONDS EAST 148.63 FEET TO A 5/8 INCH REBAR; THENCE NORTH 59 DEGREES 09 MINUTES 28 SECONDS EAST 160.75 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 02 DEGREES 15 MINUTES 25 SECONDS WEST LEAVING SAID INTERSTATE 30 FOR 469.21 FEET TO A 5/8 INCH REBAR; THENCE NORTH 88 DEGREES 44 MINUTES 53 SECONDS WEST 14.41 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 02 DEGREES 54 MINUTES 50 SECONDS WEST 22.91 FEET TO A 5/8 INCH REBAR; THENCE NORTH 87 DEGREES 05 MINUTES 10 SECONDS WEST 206.51 FEET TO A 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 211.50 FEET AND A CHORD OF NORTH 80 DEGREES 09 MINUTES 26 SECONDS WEST 51.03 FEET TO A 5/8 INCH REBAR; THENCE NORTH 73 DEGREES 13 MINUTES 41 SECONDS WEST 41.94 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT (LOGAN'S PROPERTY):

BEING IN PART OF THE SOUTHWEST QUARTER, OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN CAPPED #1141, LOCATED ON THE SOUTHERN RIGHT-OF-WAY OF INTERSTATE 30 FRONTAGE ROAD, AND BEING THE NORTHEASTERMOST CORNER OF THE PROPERTY DESCRIBED IN DEED BOOK 2006, PAGE 69319, RECORDS OF SALINE COUNTY, ARKANSAS; THENCE S02°16'48"W, 355.81 FT. TO A FOUND 5/8" REBAR; THENCE N87°38'49"W 284.84 FT. TO A FOUND 5/8" REBAR LOCATED ON THE EASTERN RIGHT-OF-WAY OF THE INTERSTATE 30 ACCESS ROAD; THENCE ALONG SAID ACCESS ROAD, N16°46'35"E,

10 063020

5.58 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N29°15'46"E, 119.79 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE N03°13'42"E, 40.17 FT. TO A FOUND IRON PIN CAPPED # 128; THENCE NORTHEASTERLY ALONG A 676.25 FT. RADIUS CURVE TO THE RIGHT, A CHORD BEARING AND DISTANCE OF N41°24'34"E, 148.64 FT. TO A FOUND IRON PIN CAPPED #1141; THENCE N59°09'40"E, 160.74 FT. TO THE POINT OF BEGINNING, CONTAINING 1.5009 ACRES (65,381 SQ. FT.) MORE OR LESS.

PARCEL 2:

Outparcel 2 Legal Description (Adjacent to Chick-fil-A)

ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 14 WEST, CITY OF BRYANT, SALINE COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN ARKANSAS GEOLOGICAL MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 22, THENCE NORTH 02 DEGREES 32 MINUTES 00 SECONDS EAST ALONG THE WEST LINE THEREOF 1292.31 FEET TO A POINT; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST CROSSING REYNOLDS ROAD (ALSO KNOWN AS ARKANSAS STATE HIGHWAY NUMBER 183) FOR 78.87 FEET TO A 5/8 INCH REBAR AND THE POINT OF BEGINNING;

THE FOLLOWING THREE (3) COURSES AND DISTANCES ARE ALONG THE EAST R-O-W LINE OF SAID STATE HIGHWAY; THENCE NORTH 14 DEGREES 46 MINUTES 36 SECONDS EAST 130.27 FEET TO A 5/8 INCH REBAR; THENCE NORTH 28 DEGREES 54 MINUTES 26 SECONDS EAST 26.97 FEET TO A 5/8 INCH REBAR; THENCE NORTH 18 DEGREES 56 MINUTES 37 SECONDS EAST 90.71 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 73 DEGREES 13 MINUTES 41 SECOND EAST LEAVING SAID ROAD 43.68 FEET TO A 5/8 INCH REBAR; THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 257.50 FEET AND A CHORD OF SOUTH 80 DEGREES 09 MINUTES 26 SECONDS EAST 62.13 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 87 DEGREES 05 MINUTES 10 SECONDS EAST 200.54 FEET TO A 5/8 INCH REBAR; THENCE SOUTH 02 DEGREES 54 MINUTES 50 SECONDS WEST 252.03 FEET TO A 5/8 INCH REBAR; THENCE NORTH 87 DEGREES 05 MINUTES 10 SECONDS WEST 256.52 FEET TO A 5/8 INCH REBAR; THENCE NORTH 76 DEGREES 14 MINUTES 34 SECONDS WEST 56.18 FEET TO A 5/8 INCH REBAR; THENCE NORTH 03 DEGREES 48 MINUTES 02 SECONDS EAST 20.39 FEET TO A 5/8 INCH REBAR; THENCE NORTH 86 DEGREES 58 MINUTES 15 SECONDS WEST 56.89 FEET TO THE POINT OF BEGINNING, CONTAINING 85,646 SQUARE FEET, (1.966 ACRES) OF LAND, MORE OR LESS.

LESS AND EXCEPT: LEGAL DESCRIPTION OF CHICK-FIL-A TRACT

All that part of the Southwest quarter of Section 22, Township 1 South, Range 14 West, City of Bryant, Saline County, Arkansas, also being known as part of Outparcel #2, Reynolds Road Development (an unplatted subdivision), said tract being more particularly described as follows:

10 063021

10 063022

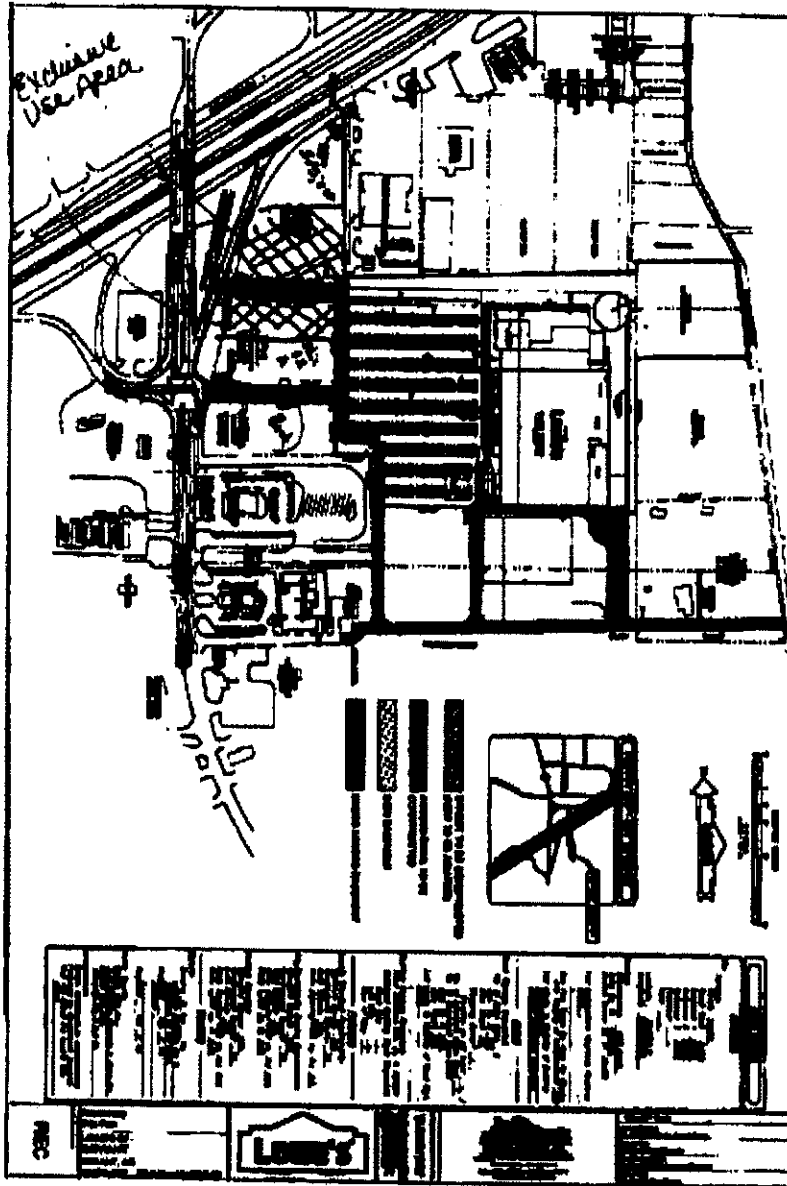
Commencing at an Arkansas geological monument marking the Southwest corner of said Section 22, thence North 02 degrees 32 minutes 00 seconds East along the West line thereof 1292.31 feet to a point; thence North 90 degrees 00 minutes 00 seconds East crossing Reynolds Road (also known as Arkansas State Highway Number 183) for 78.87 feet to a 5/8 inch rebar on the East right-of-way line of said highway and the POINT OF BEGINNING; thence North 14 degrees 46 minutes 36 seconds East, along said East right-of-way line, 114.94 feet to a set 1/2 inch rebar; thence South 75 degrees 14 minutes 58 seconds East, departing said East right-of-way line, 73.95 feet to a set 1/2 inch rebar; thence North 15 degrees 13 minutes 14 seconds East 30.26 feet to a set 1/2 inch rebar; thence South 87 degrees 05 minutes 10 seconds East 265.81 feet to a set 1/2 inch rebar on the East line of said Outparcel #2; thence along the boundary of said Outparcel #2 the following courses: South 02 degrees 54 minutes 50 seconds West 157.96 feet to a set 1/2 inch rebar, North 87 degrees 05 minutes 10 seconds West 256.52 feet to a set 1/2 inch rebar, North 76 degrees 14 minutes 34 seconds West 56.18 feet to a set 1/2 inch rebar, North 03 degrees 48 minutes 02 seconds East 20.39 feet to a set 1/2 inch rebar, North 86 degrees 58 minutes 15 seconds West 56.89 feet back to the POINT OF BEGINNING. Said tract containing 52,768 square feet or 1.211 acres of land, more or less, according to a survey by Global Surveying Consultants, Inc. Project Number 06-1048.00/02, dated September 13, 2006, and revised November 3, 2006.

Exhibit "C"

Site Plan Showing Remaining Property

(Remaining Property is indicated below as "Exclusive Use Area")

10 063023



FILED FOR RECORD

Book 10 Page 63017

AUG 06 2010

at 4:00 o'clock PM

DOUG KIDD, CIRCUIT CLERK

BY K. Holmes DC

3833893.2

