

Letter Agreement

February 27, 2023

RE: Subdivision and Variance Application
 Crossville, TN


This letter will confirm:

1. Southern Restaurant Development, LLC ("Southern"), has requested Lowe's Home Centers, LLC ("Lowe's") signature on a certain subdivision and variance application materials (collectively, the "Application") in connection with the prospective subdivision of certain property located in Crossville, TN that Southern is under contract to purchase from Lowe's (the "Property") pursuant to that certain Contract for Sale of Real Property dated as of December 14, 2022 (as amended, the "Contract").
2. A copy of the Application has been provided to Lowe's prior to the date hereof. No modifications shall be made to the Application, unless same are agreed to in writing by Lowe's. Southern shall be responsible for all costs associated with the Application.
3. Notwithstanding anything to the contrary, Southern understands and agrees that (i) Lowe's signature on the Application shall in no event be deemed or construed to constitute Lowe's approval of the prospective subdivision or the plans therefor, (ii) Lowe's may withhold its approval of the prospective subdivision pursuant to the terms of the Contract, and (iii) Southern will coordinate with Lowe's with respect to the Application and all related submittals.
4. Southern hereby represents and warrants to Lowe's that submission of the Application shall (i) have no binding effect on the Property until Closing of the Contract and (ii) in no way impair any entitlements of Lowe's. Southern agrees that, in addition to (and not as a modification or limitation of) its obligations under the Contract, Southern will indemnify and hold harmless Lowe's from and against any damages, costs or claims occurring as result of (i) the submittal of the Application, (ii) any misrepresentation or breach or failure by Southern to adhere to the terms of this Letter Agreement, (iii) failure by Southern to obtain prior approval from Lowe's in connection with the submittal of any drawings, surveys, plats or other proposals, and (iv) failure by Southern to ensure that all submittals to the city of Crossville, TN or other governmental agencies, quasi-governmental agencies, or utilities are made with a request for an approval that is conditional until Closing of the Contract.
5. Lowe's makes no warranty or representation as to the adequacy of the Application or the plans and materials set forth therein. Southern has verified the accuracy of all statements and representations made by Lowe's in connection with the Application, and Lowe's shall have no responsibility or liability in connection therewith.

The parties hereby confirm their agreement to the above by signing below.

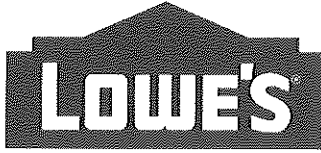
Lowe's Home Centers, LLC
February __, 2023
Page 2

LOWE'S HOME CENTERS, LLC

By: 
Name: Richard Goodman
Title: Vice President

Southern Restaurant Development, LLC

By: _____
Name:
Title:



February 24, 2023

Kevin Dean
City of Crossville Engineering Department
392 N. Main St.
Crossville, TN 38555

RE: Lowe's Home Center's, LLC Lot 2 Variance Request
Tax Map 87, Parcel 51.14
(BK 370, PG 482)

Dear Mr. Dean:

We are requesting a variance for the requirement of fronting a public ROW for the Proposed Lot 2 which will house a new McAlister's Deli. This proposed lot is a planned outparcel that is currently part of the Lowe's property (Lot 1). A defined ingress/egress and separate utility easement are being provided to allow traffic for this lot and Lowe's to use the same common driveway access point to Highway 127 along with an additional utility easement. The requested variance is contingent upon the closing of the sale of Proposed Lot 2 from Lowe's to Southern Restaurant Development, LLC.

If you have any questions or comments, please contact us.

Lowe's Signature:

Lowe's Home Centers, LLC

By: 
Name: Richard Goodman
Title: Vice President

RB

AFFIDAVITS

As of this date, 2/27/23, Lowe's Home Centers, LLC is the owner of record of property identified on Cumberland County Tax Map _____ Parcel _____, which is to be subdivided pursuant to the plan attached hereto as Exhibit A. I authorize Southern Restaurant Development to represent my property in this subdivision matter before Crossville Regional Planning Commission and to act on my behalf as my authorized agent solely for purposes of pursuing the subdivision shown on Exhibit A. I will be responsible for all actions required by the Planning Commission and/or promised by my authorized agent in order to secure approval of subdivision of this property; provided that (i) same have been agreed to in writing by an officer of Lowe's Home Centers, LLC and (ii) no subdivision or other terms or conditions shall be effective or binding on the property or Lowe's until after the closing of the sale of land between Lowe's and Southern Restaurant Development, LLC.

[Signature]
Owner's Signature

1000 Lowe's Blvd., Mooresville NC 28117
Address & Phone No.

ACKNOWLEDGMENT

State of Tennessee) North Carolina
~~Cumberland County)~~
Forsyth

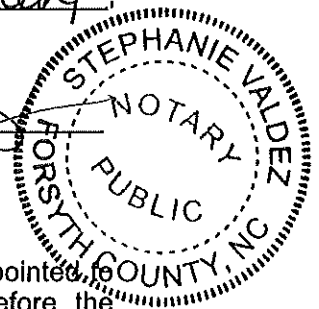
Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Richard Goodman, the within named person, with whom I am personally acquainted and who acknowledges that he executed the within and foregoing instrument for the purposes therein expressed and contained.

Witness my hand and seal of office on this the 27th day of February, 2023.

My Commission Expires: Dec. 7, 2026

[Signature]

Notary Public



As the authorized agent for the owner(s), I certify that I have been appointed to represent the owner(s) throughout the process of the matter currently before the Crossville Regional Planning Commission concerning the above referenced real property. I further certify that I have familiarized myself with the property and the Crossville Subdivision Regulations, and can adequately and completely act in the owner(s) behalf before said commission. This _____ day of _____, 20____.

Agent's signature

Address & Phone No.