

OPTION FOR ASSIGNMENT

This Option for Assignment (the "Agreement") is made and entered into this 17th day of September, 2008 by and between **ZAXBY'S FRANCHISING, INC.**, a Georgia corporation, whose principal address is 1040 Founder's Boulevard, Suite 100, Athens, Georgia 30606 (the "Assignee") and **AFB&T**, whose principal address is P.O. Box 1747, Athens, Georgia (the "Lender").

WITNESSETH:

THAT WHEREAS, **MANAGEMENT FUTURES, INC.**, an Alabama corporation (the "Landlord") and **CHICKEN SCRATCH AT 280, INC.**, an Alabama corporation (the "Tenant") have entered into that certain Lease Agreement dated July 25, 2008 and Rider to Lease Agreement dated August 27, 2008 for certain real property located at 4629 Highway 280 South, Birmingham, Shelby County, Alabama and more particularly described on the attached **Exhibit A** (the "Premises");

WHEREAS, Tenant has entered into and delivered that certain Mortgage of Leasehold by Assignment in favor of Lender dated September 18, 2008 which is to be recorded in the Office of the Shelby County, Alabama Judge of Probate (the "Mortgage") conveying the Premises;

WHEREAS, Assignee has required as a condition to its confirmation of the Premises for a Zaxby's restaurant that this Agreement be fully executed and delivered by the parties hereto;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do mutually covenant and agree as follows:

1. In the event that Lender and/or its successors or assigns, shall become the owner and the holder of the leasehold estate of the Premises (the "Leasehold Estate") by reason of a foreclosure, deed in lieu of foreclosure or otherwise, the Lender shall immediately provide written notice of such to Assignee. For a period of forty-five (45) days after the date of receipt of such notice, Assignee shall and does hereby, have an exclusive and irrevocable right to exercise an option for Lender and/or its successors and assigns to convey, transfer and assign its leasehold interest in the Premises to Assignee so long as Assignee shall purchase the Leasehold Estate for a price equal to the amount of the bid at the foreclosure sale if the Leasehold Estate is acquired by foreclosure or shall assume Tenant's obligation to Lender related to the Mortgage and Premises if the Leasehold Estate is acquired otherwise.

2. In the event Assignee fails to exercise its option then Assignee shall provide all documentation required to terminate its rights of record.

3. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Lender, at the address of Lender hereinabove set forth or at such other address as Lender may designate by notice, or (b) if to Assignee, at the address of Assignee hereinabove set forth or at such other address as Assignee may designate by notice.

This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier, all of which shall be deemed to be original counterparts of this Agreement.

This Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Premises are located.

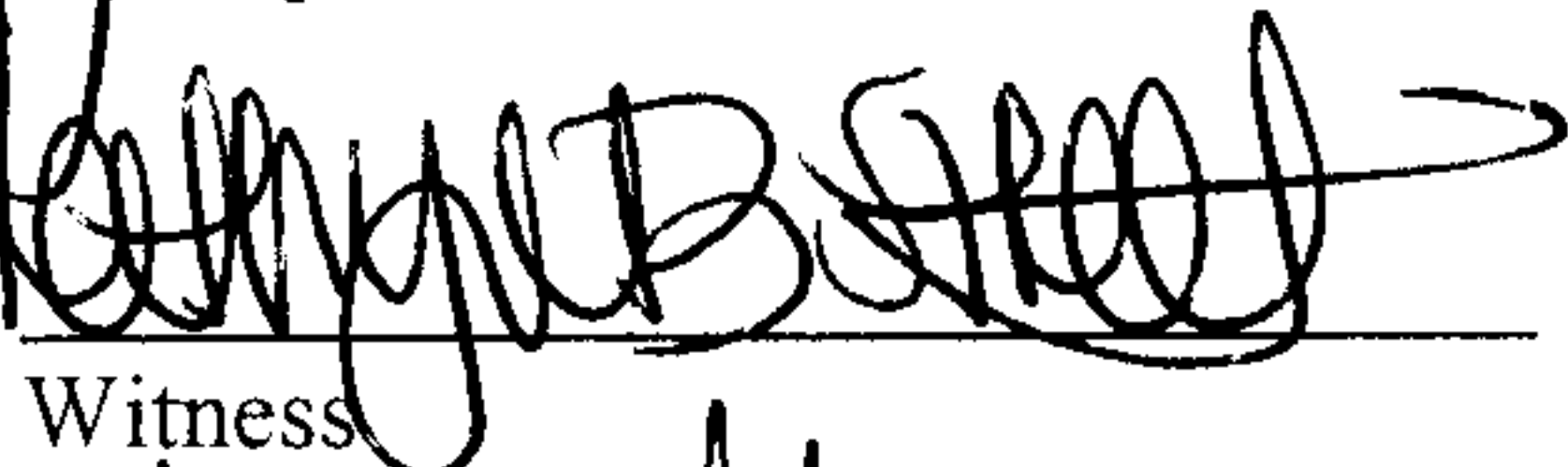
This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.

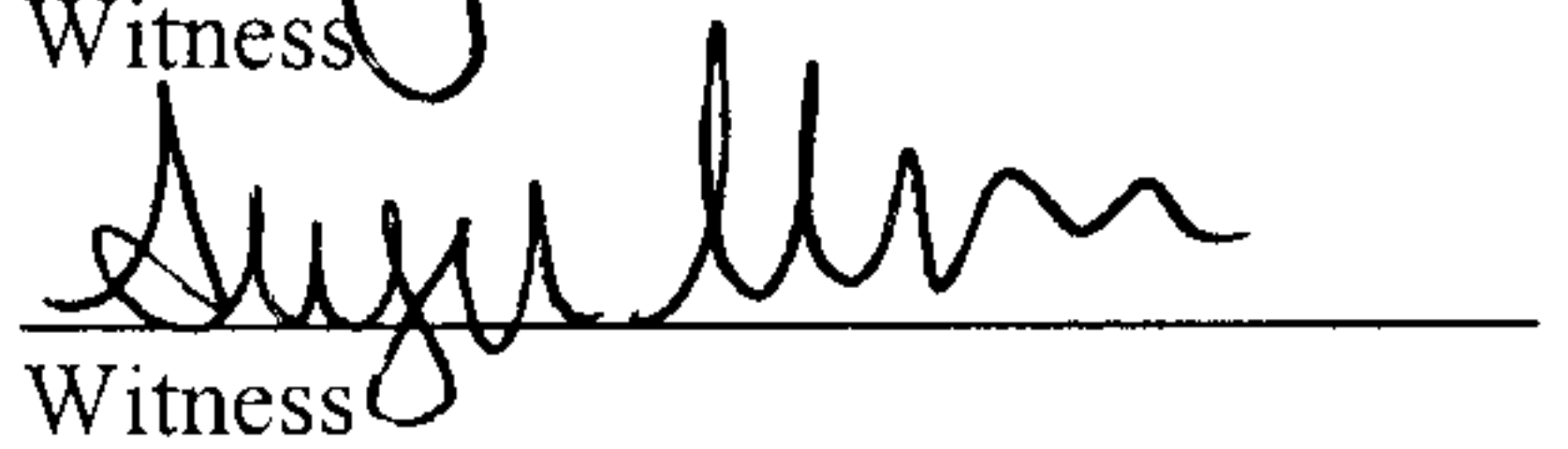
This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.

This Agreement and the covenants contained are intended to run with and bind all lands affected thereby.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals as of the day and year first above written.

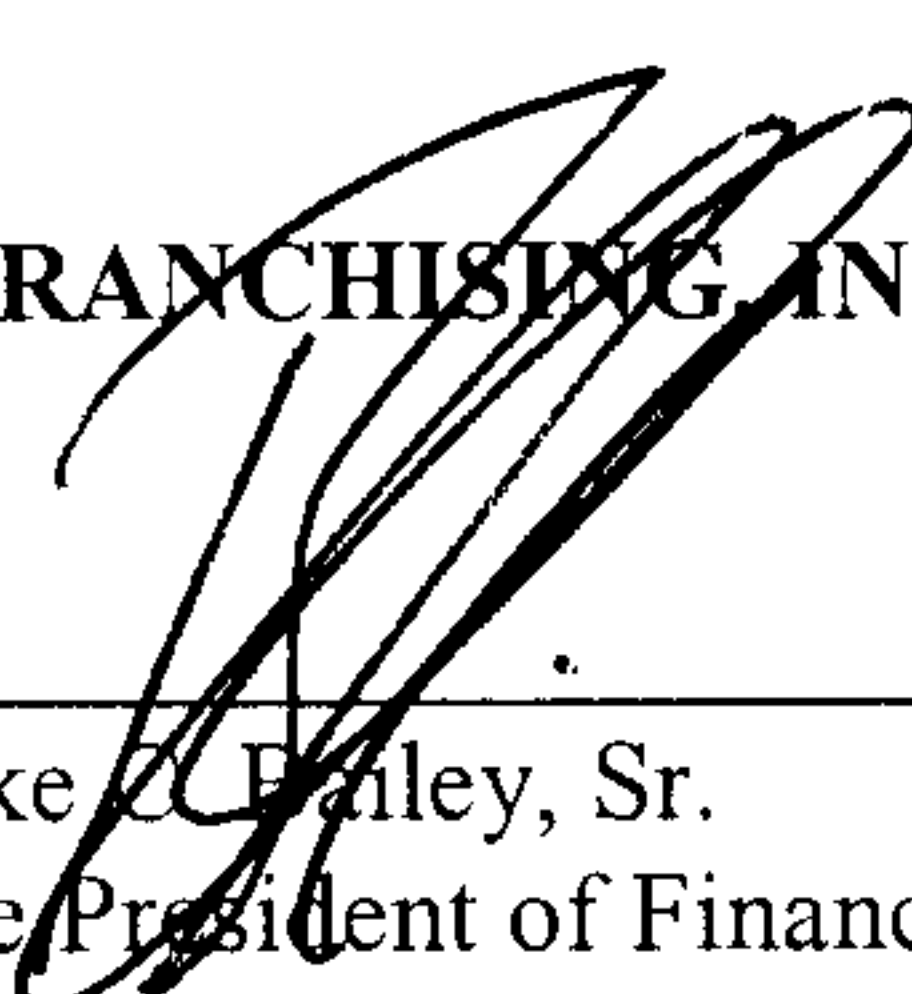
Signed, sealed and delivered
in the presence of:


Witness


Witness

State of Georgia
County of Oconee

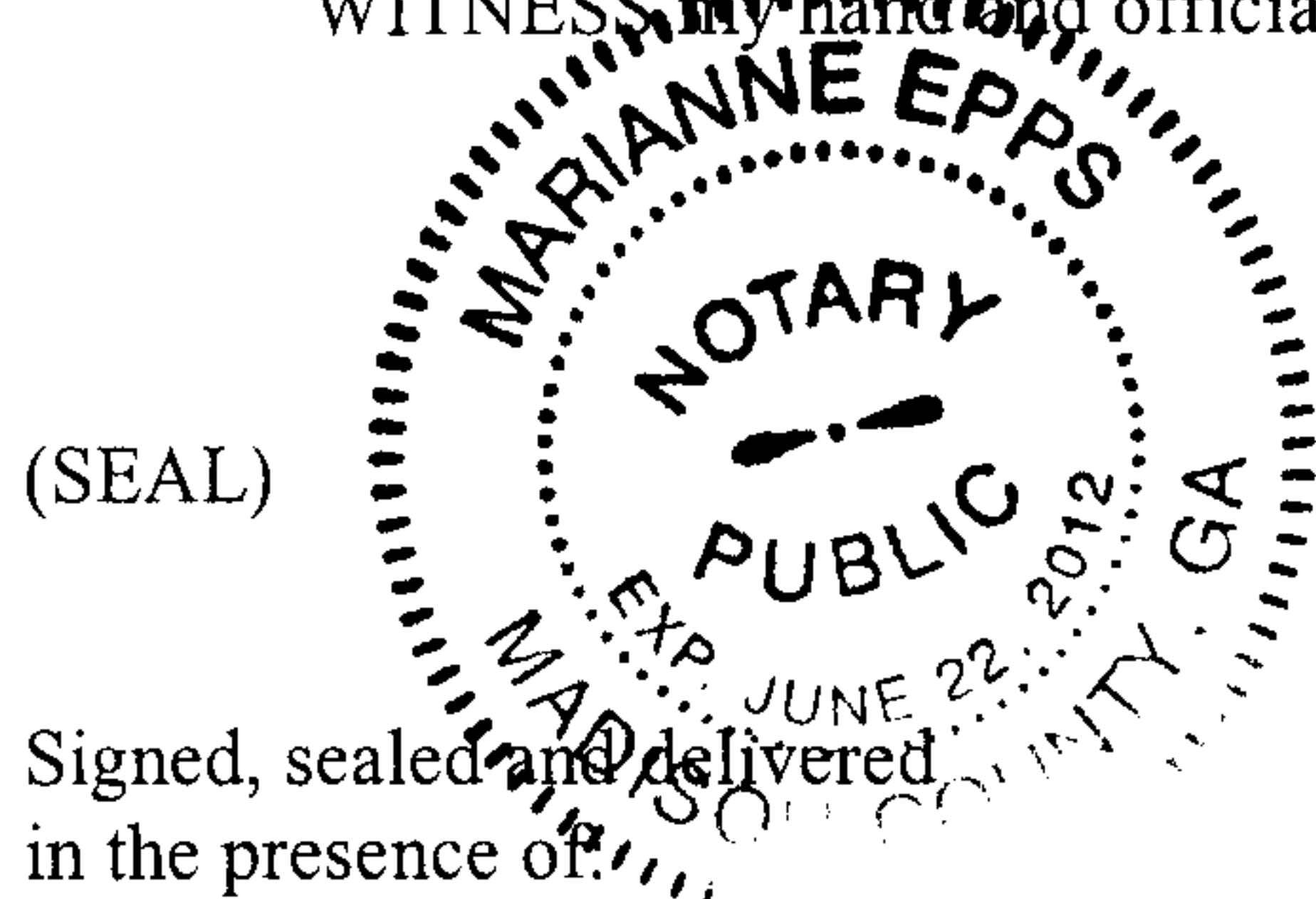
ASSIGNEE:
ZAXBY'S FRANCHISING, INC.

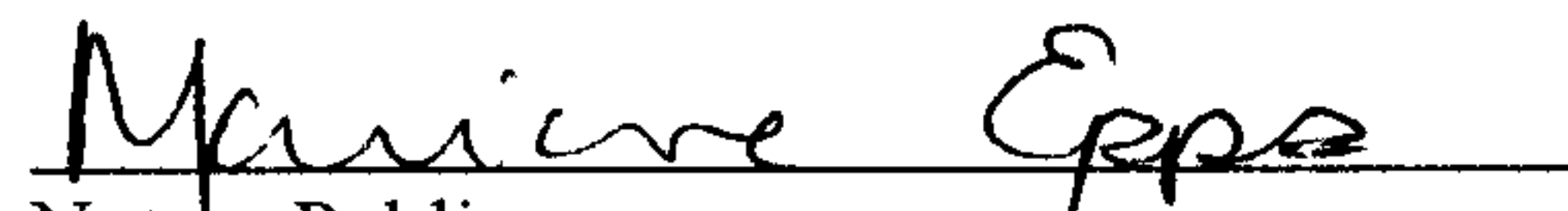
By: 
Name: Blake C. Bailey, Sr.
Title: Vice President of Finance and Accounting

[CORPORATE SEAL]

I, a Notary Public of said County and State, certify that Blake C. Bailey, Sr. personally came before me this day and acknowledged that he is Vice President of Finance and Accounting for Zaxby's Franchising, Inc., a Georgia corporation, and that he, as Vice President of Finance and Accounting, being authorized to do so, executed the foregoing voluntarily on behalf of the corporation.

WITNESS my hand and official seal, this the 14th day of September, 2008.




Notary Public
My commission expires: 6/22/12

LENDER:
AFB&T

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

Signed, sealed and delivered
in the presence of:

Witness

Witness

State of _____
County of _____

I, a Notary Public of said County and State, certify that _____, personally came before me this day and acknowledged that he/she is _____ of AFB&T, and that he/she, as _____, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the ____ day of _____, 2008.

(SEAL)

Notary Public
My commission expires: _____

This Agreement and the covenants contained are intended to run with and bind all lands affected thereby.

IN WITNESS WHEREOF, the parties hereby have set their hands and seals as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

ASSIGNEE:
ZAXBY'S FRANCHISING, INC.

Witness

By: _____
Name: Amy C. Pritchett
Title: Vice President of Franchise Administration

Witness

[CORPORATE SEAL]

State of Georgia
County of Oconee

I, a Notary Public of said County and State, certify that Amy C. Pritchett, personally came before me this day and acknowledged that she is Vice President of Franchise Administration of Zaxby's Franchising, Inc., a Georgia corporation, and that she, as Vice President of Franchise Administration, being authorized to do so, executed the foregoing voluntarily on behalf of the corporation.

WITNESS my hand and official seal, this the ____ day of _____, 2008.

(SEAL)

Notary Public
My commission expires: _____

Signed, sealed and delivered
in the presence of:

LENDER:
AFB&T

Yvonna Davis, LA

Witness

By: _____
Name: _____
Title: _____

Witness

State of GA
County of Clarke

[CORPORATE SEAL]
AFB & T
CORPORATE SEAL
GEORGIA

I, a Notary Public of said County and State, certify that Dean M. Mammheimer, personally came before me this day and acknowledged that he/she is AVP of AFB&T, and that he/she, as AVP, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 17th day of September, 2008.

(SEAL)

Elizabeth

Notary Public
My commission expires: May 7, 2011
ELIZABETH
NOTARY PUBLIC
EXP. MAY 7, 2011
CLARKE COUNTY, GA

Consented and agreed to as of the 14th day of October, 2008.

LANDLORD:
MANAGEMENT FUTURES, INC.

By: [Signature]
Name: John R. Page
Title: President

Attest: [Signature]
Name: James David Page, Jr.
Title: Secretary

State of Alabama
County of Jefferson

I, a Notary Public of said County and State, certify that John R. Page and James David Page, Jr., personally came before me this day and acknowledged that they are the President and Secretary, respectively, of Management Futures, Inc., an Alabama Corporation and that they, being informed of the contents of the foregoing document, and with full authority, executed the foregoing document voluntarily for and as the act of said corporation.

WITNESS my hand and official seal, this the 14th day of October, 2008.

[Signature]
Notary Public
My commission expires MY COMMISSION EXPIRES OCTOBER 2, 2012

(SEAL)

EXHIBIT A
DESCRIPTION OF PREMISES

Part of Lot 1, C & M Subdivision, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 14, Page 7, and being more particularly described as follows:

Beginning at an existing cross being the locally accepted most southerly corner of said Lot 1, run in a northwesterly direction along the southwest line of said Lot 1 and along the northeast right of way line of U.S. Highway No. 280 for a distance of 146.42 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $85^{\circ}46'23''$ and run in a northeasterly direction for a distance of 128.65 feet to an existing iron rebar set by Weygand; thence turn an angle to the right of $52^{\circ}15'42''$ and run in an easterly direction along the north line of said Lot 1 for a distance of 186.86 feet to an existing #5 iron rebar being the locally accepted most easterly corner of said Lot 1; thence turn an angle to the right of $128^{\circ}08'$ and run in a southwesterly direction for a distance of 253.82 feet, more or less, to the point of beginning.