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Shelby Cnty Judge of Probate, AL  
02/16/2015 08:52:03 AM FILED/CERT

This instrument was prepared by  
and after recording return to:  
Walter W. Hays, Jr.  
Fortson, Bentley and Griffin, P.A.  
2500 Daniell's Bridge Road  
Building 200, Suite 3A  
Athens, Georgia 30606  
(706) 548-1151

### OPTION ASSIGNMENT OF LEASE

This Option Assignment of Lease (this "Assignment") is made and entered into this 2nd day of January, 2015, by and among **T & V LEBLANC, LLC**, a Georgia limited liability company ("Landlord"), **T & C FOODS, INC.**, an Alabama corporation ("Assignor"), and **ZAXBY'S FRANCHISING, INC.**, a Georgia corporation ("ZFI"); and

In consideration of the mutual promises and covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party hereto, the parties agree as follows:

1. The Assignor hereby assigns, transfers and sets over unto ZFI all of Assignor's right, title and interest as tenant in, to and under that certain lease agreement dated August 20, 2004 as amended by Addendum to Lease dated January 3, 2005 and Rider to Lease Agreement dated January 2, 2015, between Landlord and Assignor (collectively, the "Lease"), for certain real property located in Shelby County, Alabama, and more particularly described on the attached **Exhibit A** (the "Premises"). This Assignment is for collateral purposes only and except as specified herein, ZFI shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment unless ZFI shall exercise its rights by providing the ZFI Notice (as defined herein).

2. Assignor represents and warrants to ZFI that it has full power and authority to so assign the Lease and its interest therein and Assignor has not previously assigned or transferred, and is not obligated to assign or transfer, the Lease or any of its interest in the Lease or the Premises.

3. In the event (i) of any default by Assignor under the Lease which remains uncured after expiration of any applicable cure period; or (ii) that certain License Agreement dated January 2, 2015, as amended by First Amendment to License Agreement dated January 2, 2015, between ZFI and Assignor, including all amendments and renewals thereof (the "License Agreement"), for a Zaxby's® restaurant to be located at Premises should, for any reason, be terminated or expire, ZFI shall have the right for a period of thirty (30) days after the event in (i) or (ii) herein to exercise its rights pursuant to this Assignment by providing written notice to Landlord and Assignor ("ZFI Notice"). If ZFI exercises its rights by providing the ZFI Notice: (a) ZFI shall thereupon become tenant under the Lease with all rights and obligations of tenant commencing upon, first accruing and effective from and after the date of the ZFI Notice; (b) ZFI shall have the right to take possession of the Premises, expel Assignor therefrom without being guilty of trespass, forcible entry or detainer, or other tort; (c) Assignor shall have no further right, title or interest in the Lease or the Premises; and (d) Assignor shall peaceably and promptly vacate the Premises and (subject to ZFI's right to acquire any such property pursuant to the License Agreement) remove its personal property



therefrom and any property not removed or otherwise disposed of by the Assignor shall be deemed abandoned. Nothing in this Assignment shall restrict, limit, terminate, waive or otherwise affect Landlord's rights against Assignor.

4. In no event shall ZFI be or become liable for any liability or obligation of Assignor accruing or applicable to the period prior to the date of the ZFI Notice. All rents and other obligations under the Lease shall be prorated as of the date of the ZFI Notice. ZFI shall have no liability or obligation to the Landlord under the Lease unless and until it exercises its right by providing the ZFI Notice.

5. Assignor agrees it will not allow or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of ZFI. Through the term of the License Agreement and any renewals thereof, Assignor agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that such option must be exercised, unless ZFI otherwise agrees in writing. Upon failure of ZFI to otherwise agree in writing, and upon failure of Assignor to so extend or renew the Lease as stated herein, Assignor hereby appoints ZFI as its true and lawful attorney-in fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

6. Anything herein to the contrary notwithstanding, and without waiving any rights ZFI may have under the License Agreement, in the event Assignor acquires fee simple title to the Premises during the term or any extension of the Lease, Assignor shall enter into an option agreement with ZFI (utilizing ZFI's then current form) granting ZFI the right to lease the Premises on the same terms as the Lease in the event Assignor ceases to own the Premises or the License Agreement should for any reason be terminated or expire.

7. Landlord consents to this Assignment and agrees to recognize ZFI as tenant under the Lease upon exercising the rights in favor of ZFI as set forth in this Assignment and in the Lease.

8. All notices (including the ZFI Notice) shall be deemed sufficient and properly given in writing (except as otherwise expressly provided herein) if delivered by one of the following methods: (i) by personal delivery or by a reputable delivery service at the street address specified below, or (ii) by first-class, registered or certified mail, postage prepaid, to the post office box specified below or to the street address if no post office box is given. The hand delivery address and mailing address for receipt of notice or other documents by such parties are as follows:

If to Landlord: T & V LeBlanc, LLC  
655 Pilgrim Mill Road  
Cumming, Georgia 30040  
Attention: Managing Member

If to Assignor: T & C Foods, Inc.  
655 Pilgrim Mill Road  
Cumming, Georgia 30040  
Attention: President

  
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If to ZFI: Zaxby's Franchising, Inc.  
1040 Founder's Boulevard, Suite 100  
Athens, Georgia 30606  
Attention: President

Any of the above-mentioned parties may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by its identified attorney at law shall be valid and effective to the same extent as if signed by such party. Any notice or other communications shall be deemed delivered when actually delivered to the address of the party to whom directed or, if sent by mail, three (3) days after such notice or document is deposited in the United States mail, as provided above.

9. Time is of the essence.



10. This Assignment shall inure to the benefit of and be binding upon their respective heirs, successors, representatives and permitted assigns.

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

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed under seal the day and year written above.

Signed, sealed and delivered  
in the presence of:

Vicki Reel

Witness

Jill Gmair

Witness

State of Georgia  
County of Forsyth

LANDLORD:

T & V LEBLANC, LLC

By: Timothy P. LeBlanc [SEAL]

Name: Timothy P. LeBlanc

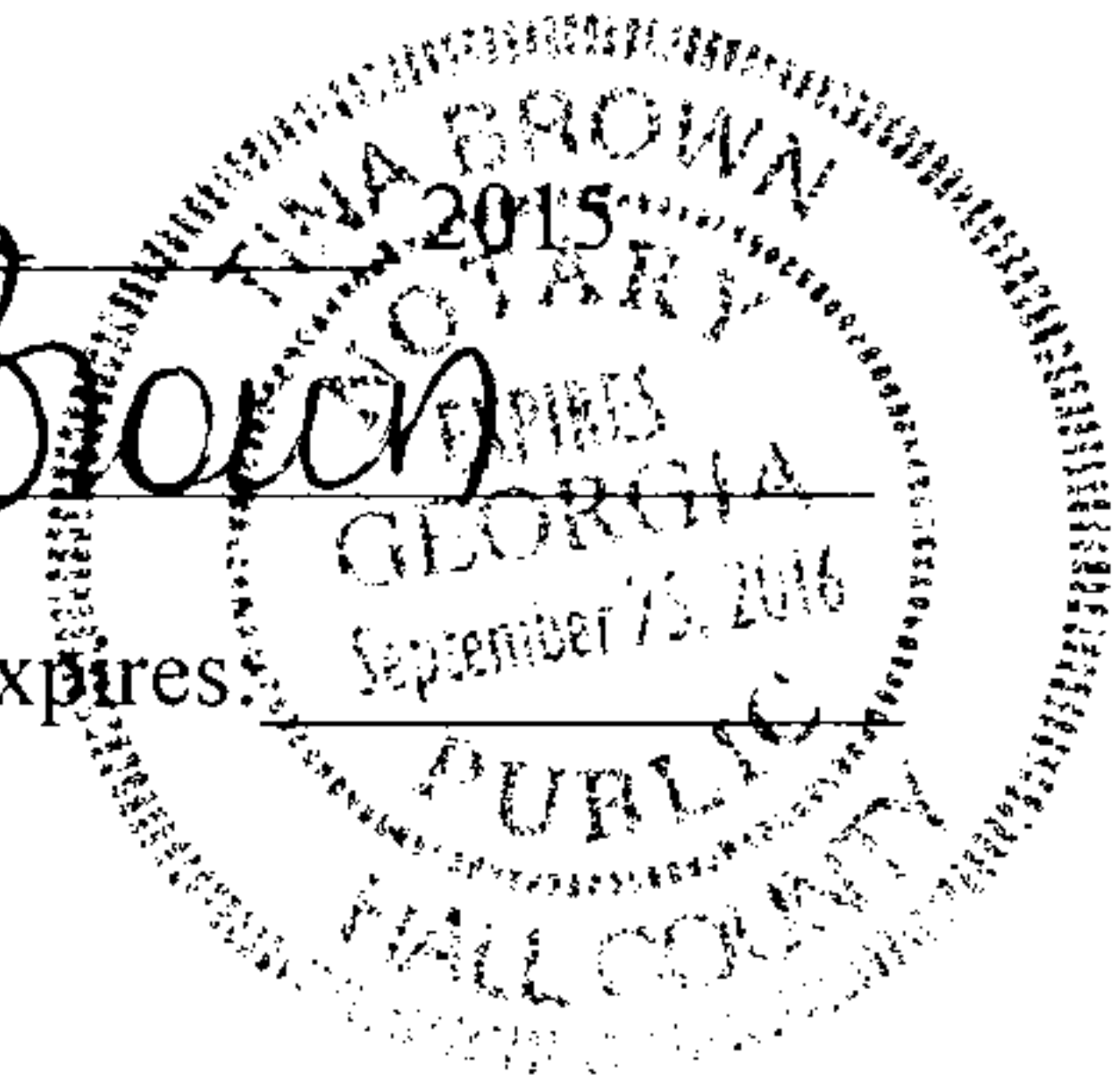
Title: Managing Member

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Timothy P. LeBlanc, whose name as Managing Member of T & V LeBlanc, LLC, a Georgia limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such Managing Member, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity aforesaid.

Given under my hand and official seal, this the 27 day of Jan

Anna Brown  
Notary Public

My Commission Expires: September 15, 2016



Signed, sealed and delivered  
in the presence of:

Vicki Reel

Witness

Jill Gmair

Witness

State of Georgia  
County of Forsyth

ASSIGNOR:

T & C FOODS, INC.

By: Timothy P. LeBlanc

Name: Timothy P. LeBlanc

Title: President

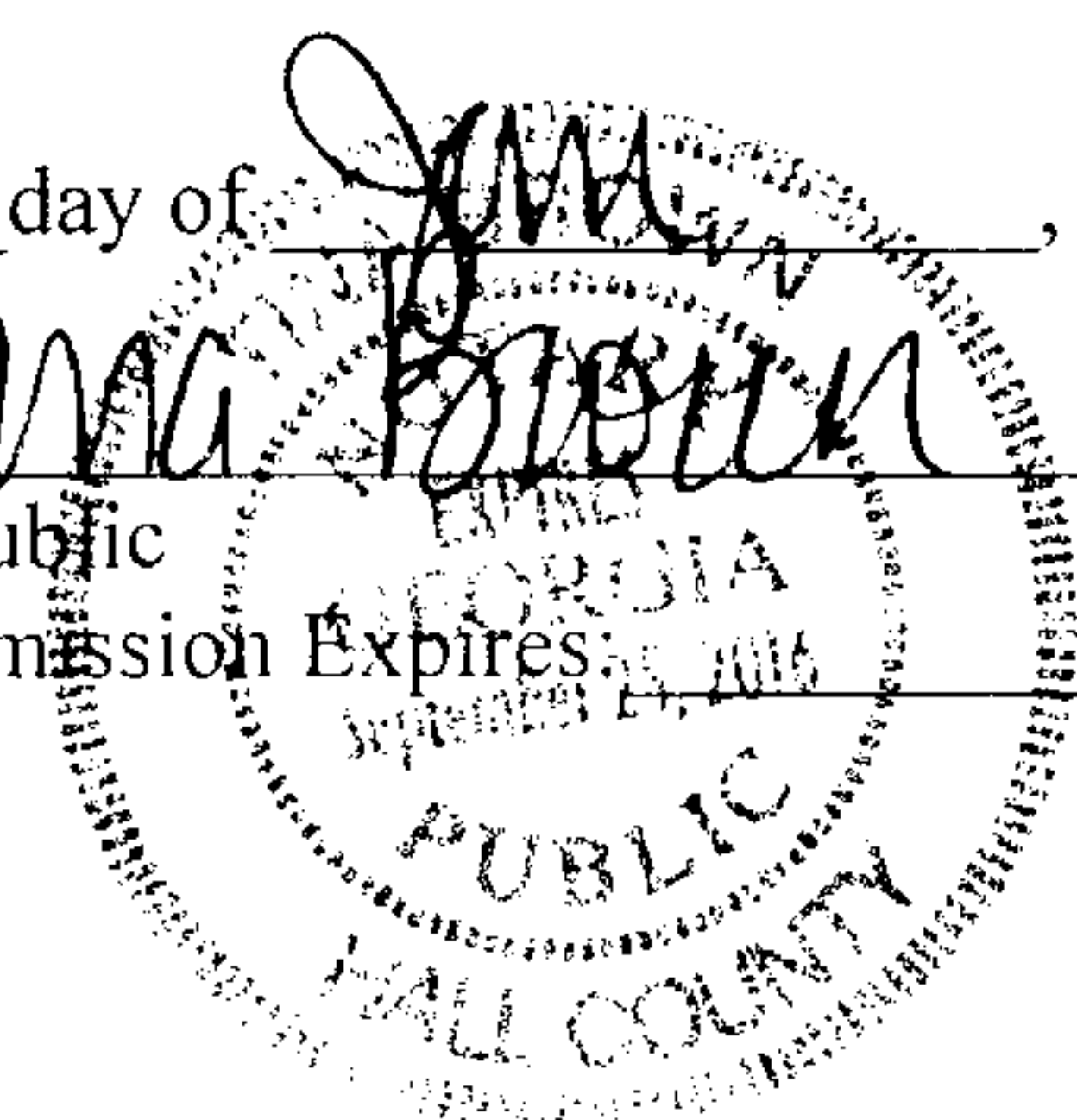
[CORPORATE SEAL]

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Timothy P. LeBlanc, whose name as President of T & C Foods, Inc., an Alabama corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such President, and with full authority, executed the same voluntarily, as an act of said company, acting in his capacity aforesaid.

Given under my hand and official seal, this the 27 day of Jan, 2015.

Anna Brown  
Notary Public

My Commission Expires: September 15, 2016



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Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness  
[Signature]  
Witness

ZFI:  
ZAXBY'S FRANCHISING, INC.

By: [Signature]  
Name: Amy C. Pritchett  
Title: Vice President of Franchise Development

[CORPORATE SEAL]

State of Georgia  
County of Oconee

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Amy C. Pritchett, whose name as Vice President of Franchise Development of Zaxby's Franchising, Inc., a Georgia corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, she, as such Vice President of Franchise Development, and with full authority, executed the same voluntarily, as an act of said company, acting in her capacity aforesaid.

Given under my hand and official seal, this the 13 day of January, 2015.

[Signature]  
Notary Public  
My Commission Expires: 7/22/18



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**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PREMISES**

Lot 3, according to the Map of the White Stone Center Subdivision, as said Map appears of record in the Office of the Judge of Probate of Shelby County, Alabama, in Map Book 33, at Pages 138-A and 138-B.

TOGETHER WITH all and singular the rights, tenements, hereditaments, members, privileges and appurtenances thereunto belonging or in anywise appertaining.



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