

STATE OF ALABAMA     )  
                                  )  
SHELBY COUNTY         )

**TERMINATION OF OPTION AGREEMENT**

This **TERMINATION OF OPTION AGREEMENT** (this “Agreement”) is made effective as of the 12<sup>th</sup> day of January, 2024 (the “Effective Date”) by and among **CHICKEN SCRATCH, INC.**, an Alabama corporation (“Licensee”), **ZAXBY’S SPE FRANCHISOR LLC**, a Delaware limited liability company as successor-in-interest to **ZAXBY’S FRANCHISING, INC.**, a Georgia corporation (“ZFI”), and **FOWL PLAY HOLDINGS, LLC**, an Alabama limited liability company, which is the successor by merger to Carter Mason Investments, L.L.C. an Alabama limited liability company (“Landlord”) (Licensee, ZFI, and Landlord, each a “Party” and, collectively, the “Parties”).

**W I T N E S S E T H:**

**WHEREAS**, in connection with Licensee’s franchise arrangements with ZFI, the Parties entered into that certain Option Agreement dated July 26, 2004 (the “Option Agreement”) relating to the real property described on Exhibit “A” hereto, which Option Agreement is memorialized by a Memorandum of Option Agreement recorded with the Shelby County Judge of Probate on July 29, 2004 at Instrument No. 20040729000420560 (the “Memorandum”); and,

**WHEREAS**, after the Effective Date, Licensee will no longer be a franchisee of ZFI and will no longer be a tenant of Landlord in the subject premises;

**WHEREAS**, in order to clarify the real property records, the Parties wish to terminate the Option Agreement and the Memorandum.

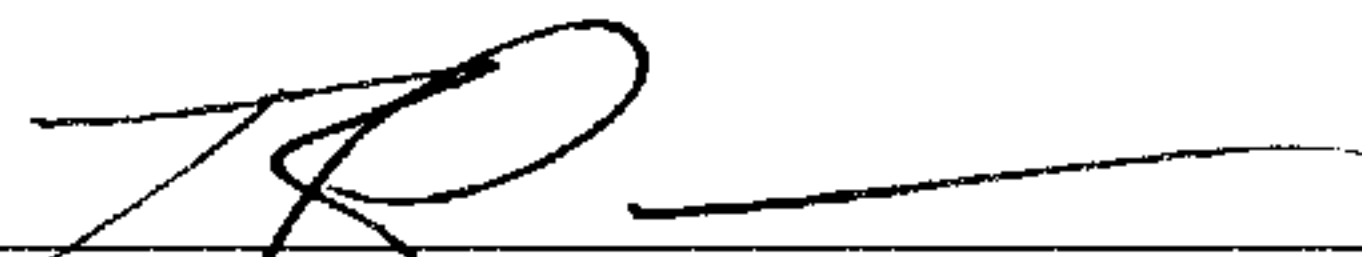
**NOW THEREFORE**, the Parties hereto agree as follows:

1. **Termination**. The Parties agree that the Option Agreement and the Memorandum shall terminate on the Effective Date at 11:59 p.m. Central Time.
2. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, Landlord, Tenant, and Subtenant have each caused this Agreement to be executed as of the date first above written.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

**CHICKEN SCRATCH. INC.:**

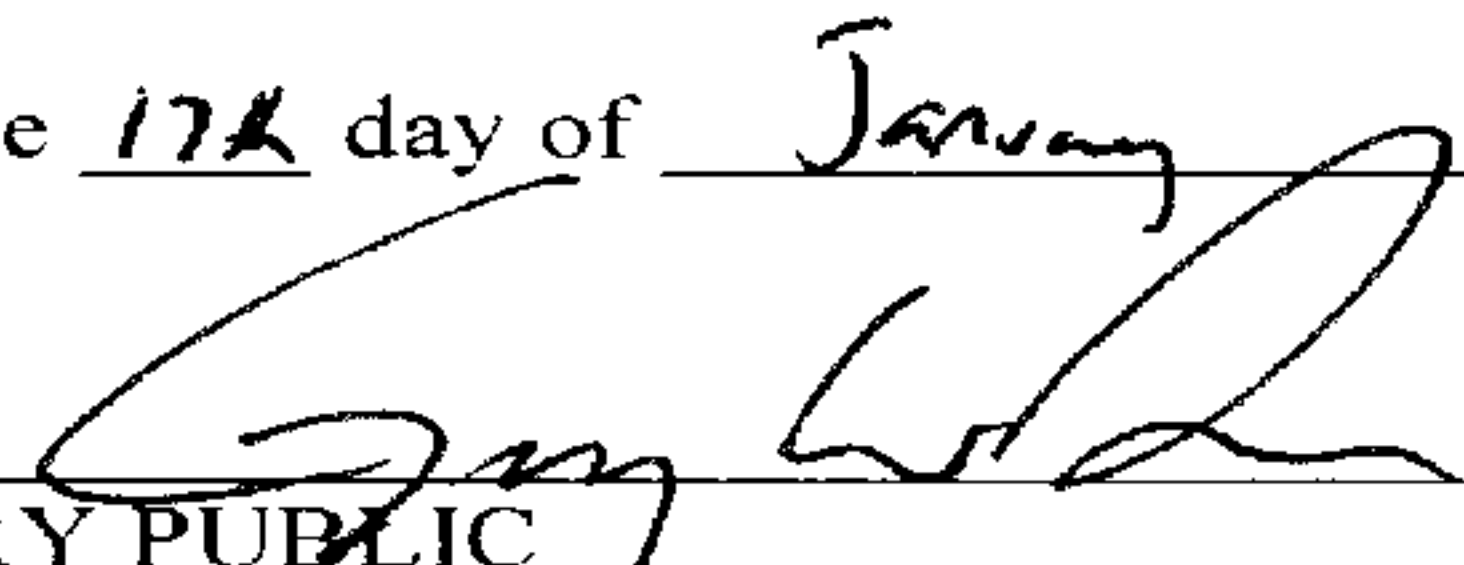
  
By: Russell H. Pate  
Its: President

**STATE OF ALABAMA     )  
JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said County, in said State, I hereby certify that Russell H. Pate whose name as President of Chicken Scratch, Inc., a corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 17~~th~~ day of January, 2024.



  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 2/22/25

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGES]

ZAXBY’S SPE FRANCHISOR LLC

  
By: Robert T. Colvin  
Its: Vice President, Corporate Controller

STATE OF GEORGIA     )  
OCONEE COUNTY        )

I, the undersigned, a Notary Public in and for said County, in said State, I hereby certify that Robert Colvin whose name as Vice President, Controller of Zaxby’s SPE FRANCHISOR LLC., a Delaware limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, \_he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 12<sup>th</sup> day of January, 2024.



  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 5.10.27

[SIGNATURES AND ACKNOWLEDGMENTS CONTINUED ON FOLLOWING PAGES]

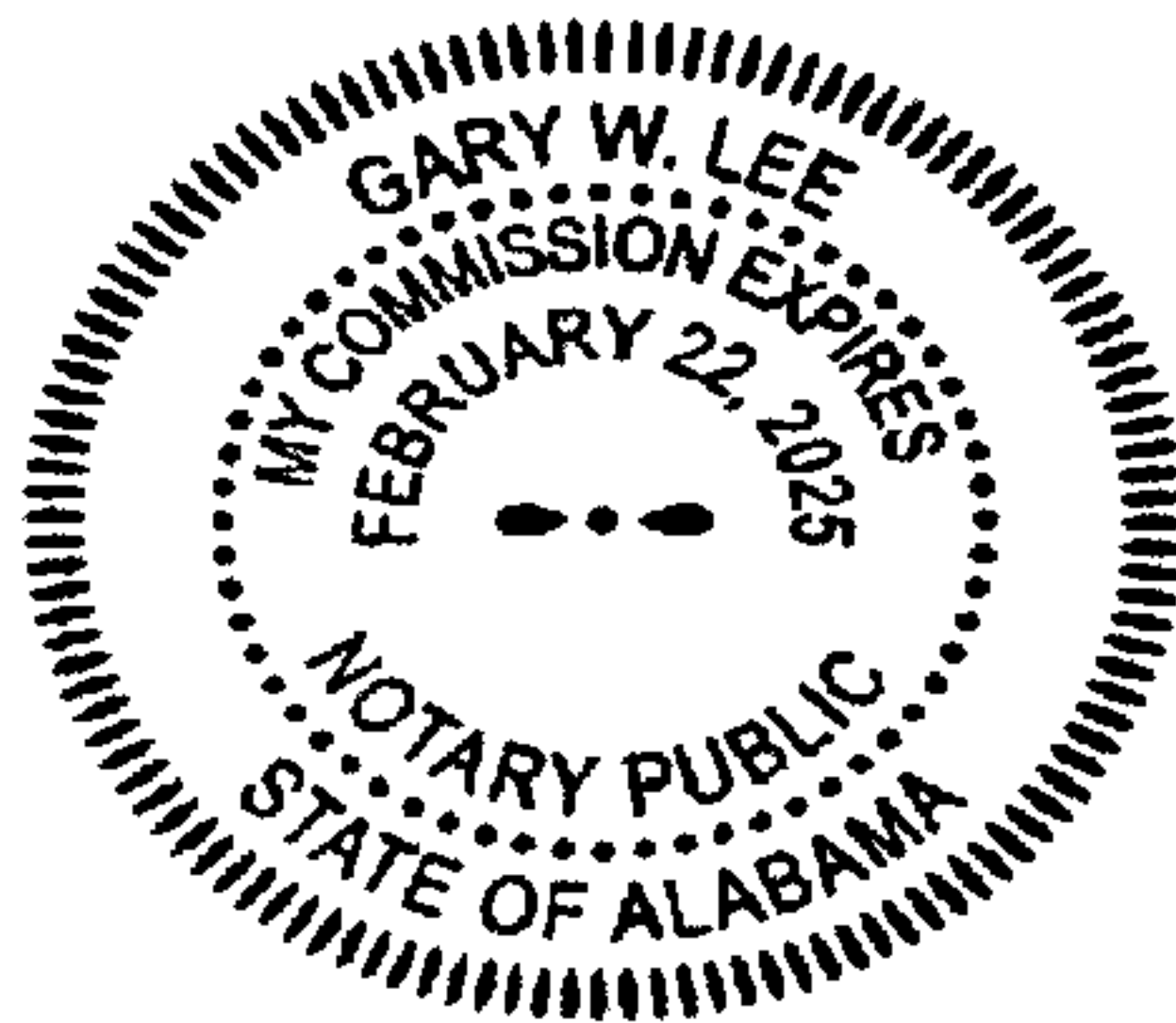
**FOWL PLAY HOLDINGS, LLC:**

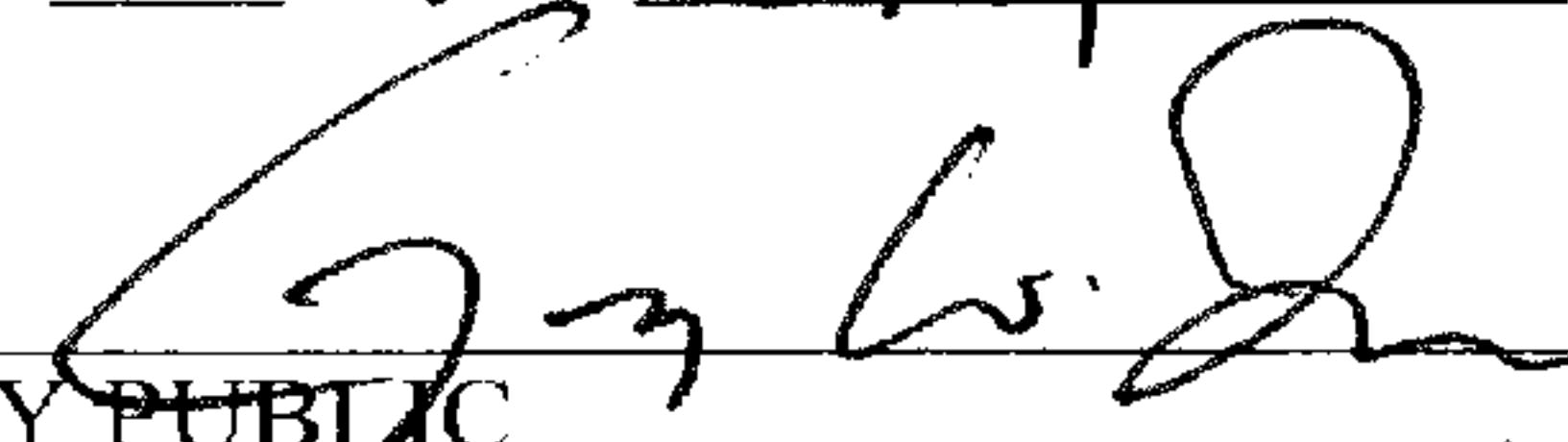
  
\_\_\_\_\_  
By: Russell H. Pate  
Its: Administrative Member

**STATE OF ALABAMA     )**  
**JEFFERSON COUNTY    )**

I, the undersigned, a Notary Public in and for said County, in said State, I hereby certify that Russell H. Pate whose name as Administrative Member of Fowl Play Holdings, LLC, a limited liability company, is signed to the foregoing and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

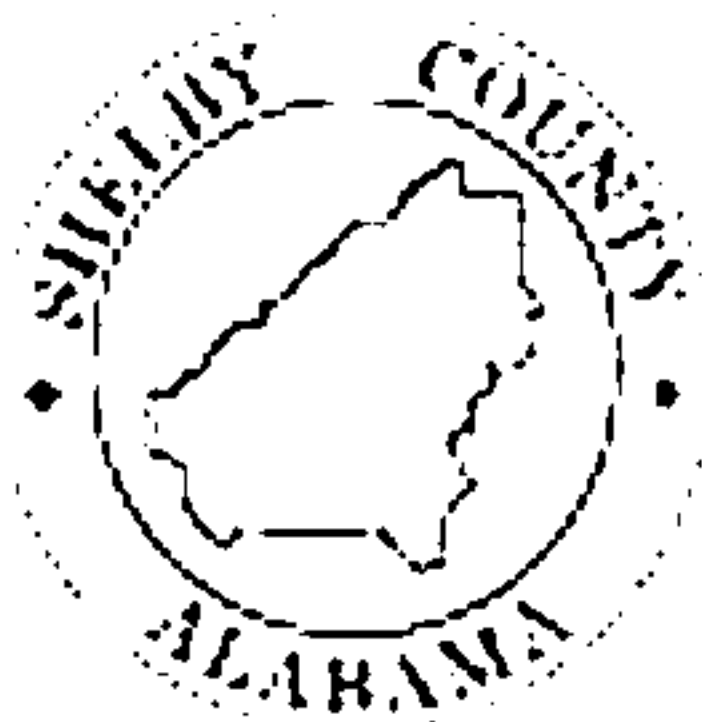
Given under my hand and official seal, this the 17<sup>th</sup> day of January, 2024.



  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES 2/22/25

**EXHIBIT "A"**

COMMENCE AT THE N.E. CORNER OF THE N.W. ¼ OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 3 WEST IN SHELBY CO., AL; THENCE RUN S 05°09'51" E FOR A DISTANCE OF 644.50 FEET; THENCE RUN S 05°09'52" E FOR A DISTANCE OF 229.78 FEET; THENCE RUN S 87°37'52" W FOR A DISTANCE OF 1344.40 FEET; THENCE RUN N 21°52'40" W FOR A DISTANCE OF 53.05 FEET TO THE POINT OF BEGINNING; THENCE RUN N 21°52'40" E FOR A DISTANCE OF 177.39 FEET; THENCE RUN N 87°07'54" E FOR A DISTANCE OF 257.02 FEET; THENCE RUN S 21°52'40" W FOR A DISTANCE OF 179.77 FEET; THENCE RUN S 87°37'52" W FOR A DISTANCE OF 267.80 FEET TO THE POINT OF BEGINNING; SAID PROPERTY CONTAINING 1.00 ACRES +/-.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk - 5 -  
Shelby County, AL  
02/14/2024 10:29:36 AM  
\$38.00 MISTI  
20240214000037060

*Allen S. Bayl*