


STATE OF ALABAMA)
)
SHELBY COUNTY)


20250116000016420 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
01/16/2025 10:53:48 AM FILED/CERT

TERMINATION OF OPTION AGREEMENT

This **TERMINATION OF OPTION AGREEMENT** (this “Agreement”) is made and entered into as of the 16th day of December, 2024 by and among **CHICKEN SCRATCH AT LEE BRANCH, INC.**, an Alabama corporation (“Licensee”), **ZAXBY’S SPE FRANCHISOR LLC**, a Delaware limited liability company as successor-in-interest to **ZAXBY’S FRANCHISING LLC**, a Georgia limited liability company (“ZFL”), and **FOWL PLAY, INC.**, an Alabama corporation (“Landlord”) (Licensee, ZFL, and Landlord, each a “Party” and, collectively, the “Parties”). This Agreement shall be effective as of the 12th day of January, 2024 (the “Effective Date”).

WITNESSETH:

WHEREAS, in connection with Licensee’s franchise arrangements with ZFL, the Parties entered into that certain Option Agreement dated April 24, 2017 (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 April 27, 2017 at Instrument No. 20170427000144010 (the “Memorandum”); and,

WHEREAS, after the Effective Date, Licensee is no longer a franchisee of ZFL and is no longer 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.

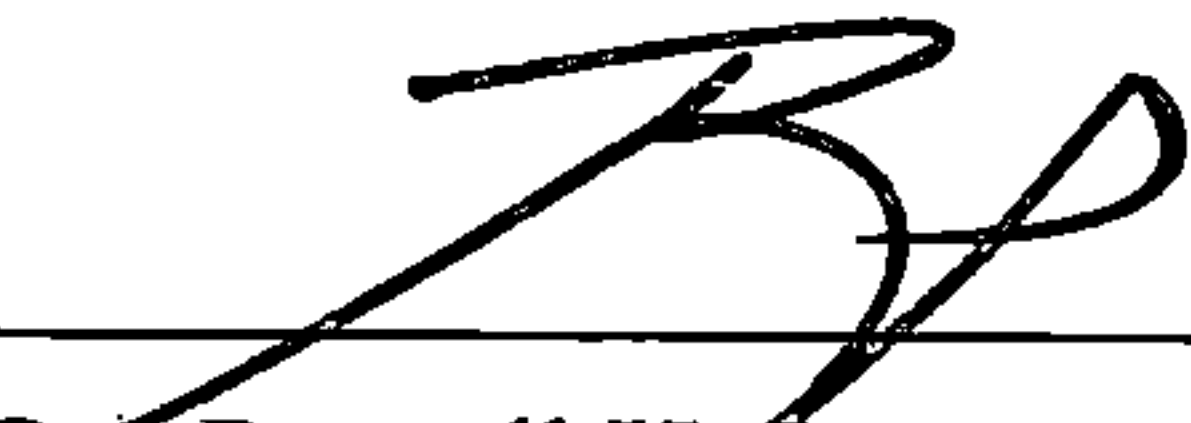
NOW THEREFORE, the Parties hereto agree as follows:

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 indicated above.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

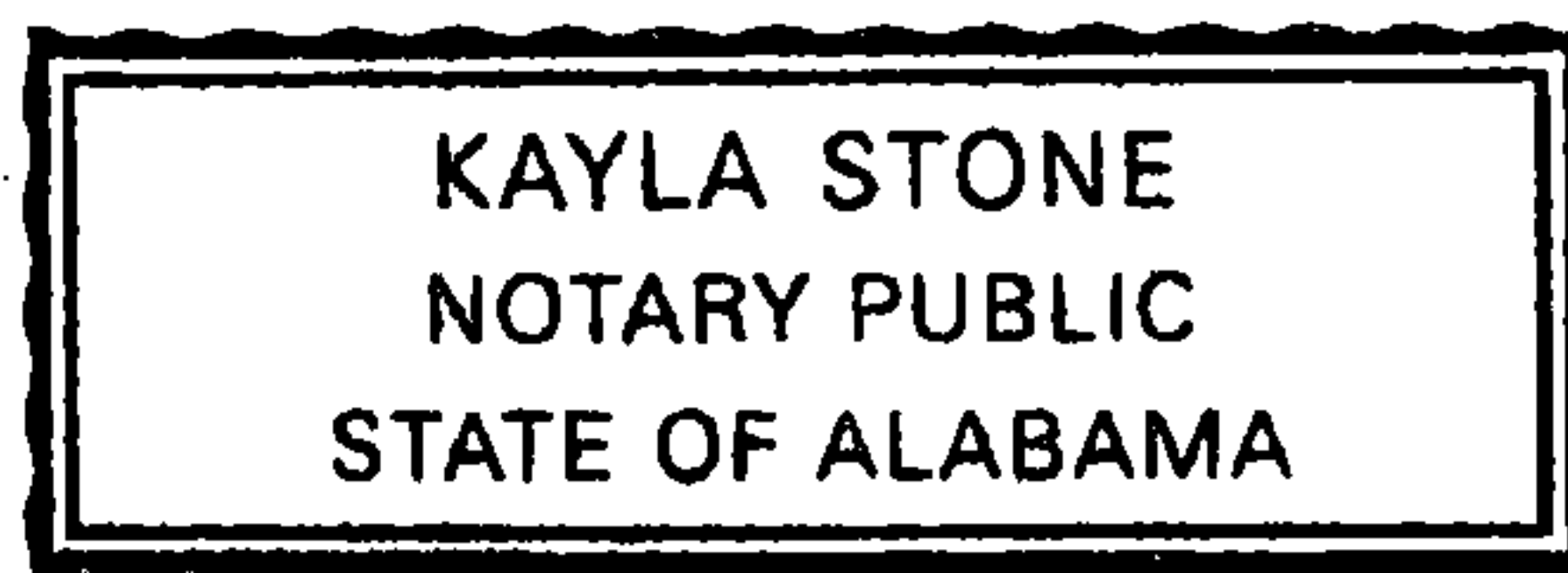
CHICKEN SCRATCH AT LEE BRANCH, INC.


By: Russell H. Pate
Its: President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, a notary public in and for said County in said State, hereby certify that Russell H. Pate, whose name as President of Chicken Scratch at Lee Branch, Inc., an Alabama 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.

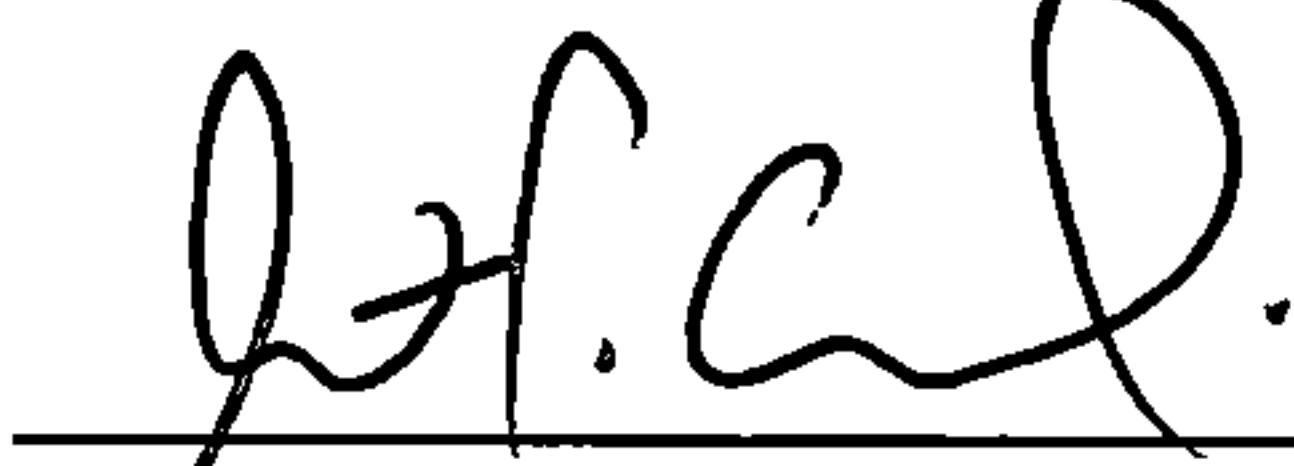
Given under my hand and official seal, this the 19th day of December, 2024.




NOTARY PUBLIC
MY COMMISSION EXPIRES 5/17/2028

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGES]

ZAXBY'S SPE FRANCHISOR LLC



By: Robert Colvin
Its: Vice President, Controller

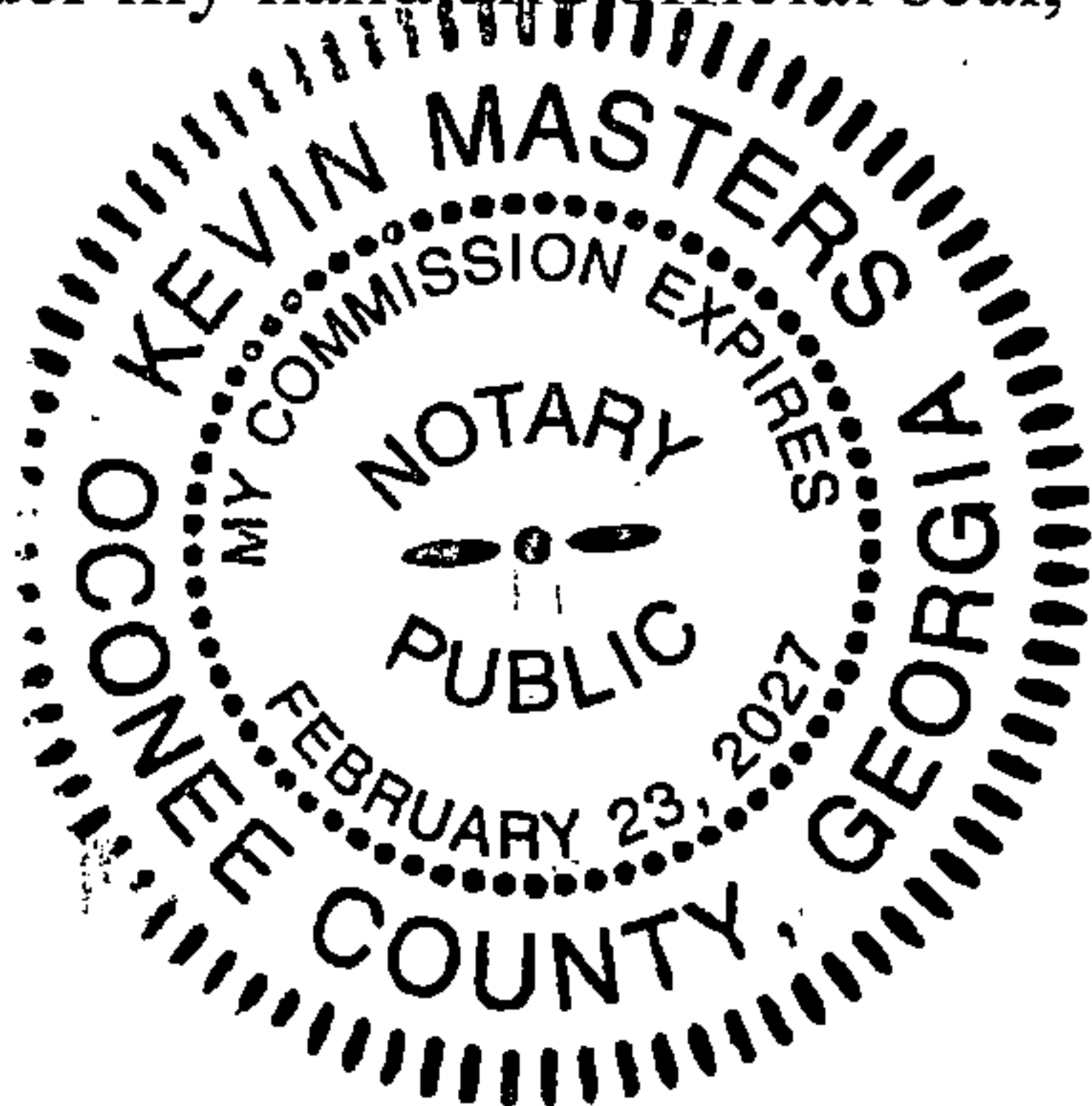
STATE OF GEORGIA)
OCONEE COUNTY)



20250116000016420 3/5 \$34.00
Shelby Cnty Judge of Probate, AL
01/16/2025 10:53:48 AM FILED/CERT

I, a notary public in and for said County in said State, 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 limited liability company.

Given under my hand and official seal, this the 16th day of December, 2024.

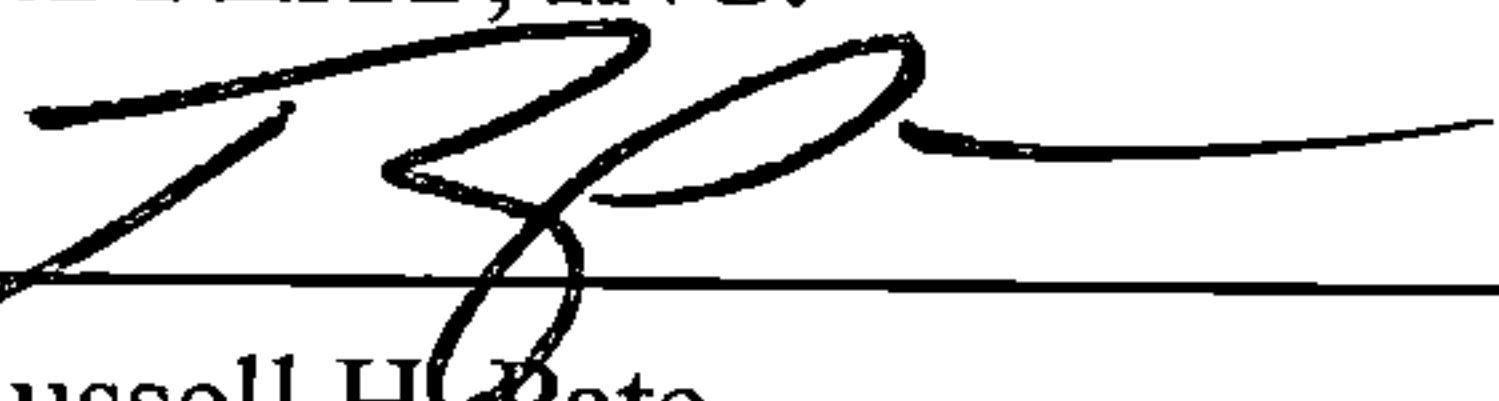


NOTARY PUBLIC

MY COMMISSION EXPIRES 2-23-27

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON FOLLOWING PAGES]

FOWL PLAY, INC.


By: Russell H. Pate
Its: President

STATE OF ALABAMA)

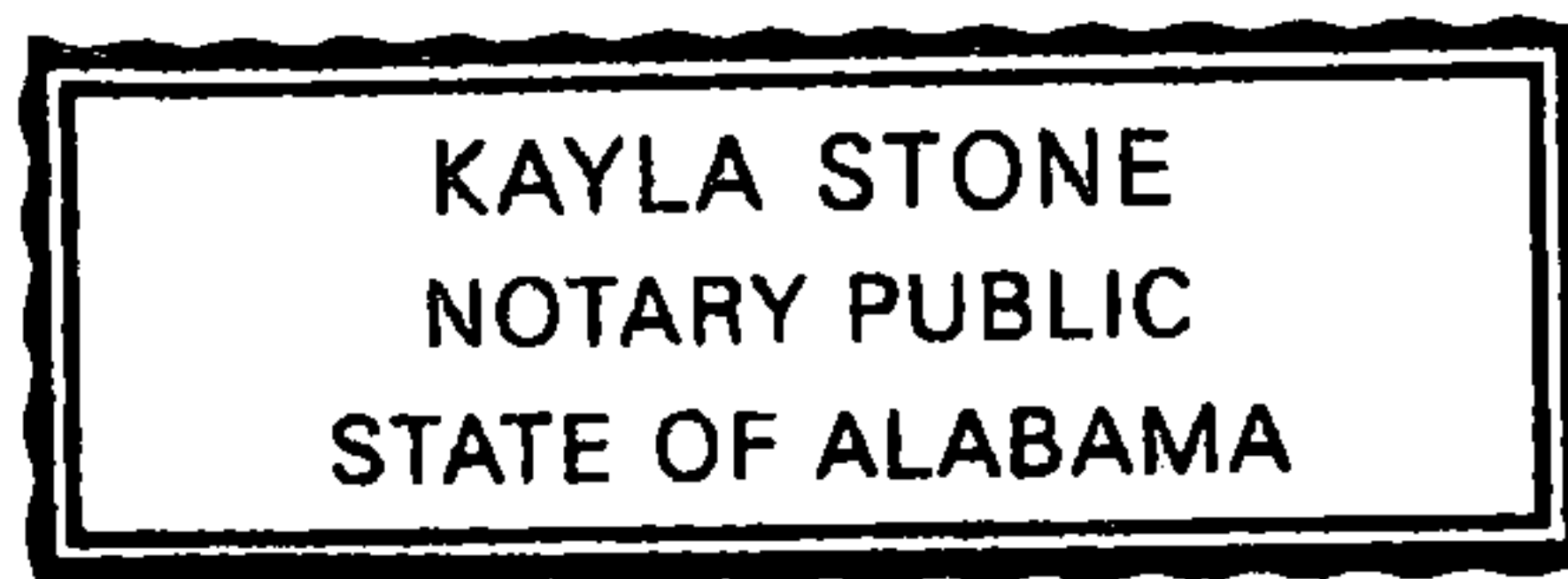
JEFFERSON COUNTY)



20250116000016420 4/5 \$34.00
Shelby Cnty Judge of Probate, AL
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I, a notary public in and for said County in said State, hereby certify that Russell H. Pate, whose name as President of Fowl Play, Inc., an Alabama 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 19th day of December, 2024.




NOTARY PUBLIC

MY COMMISSION EXPIRES 5/17/2028

EXHIBIT "A"



20250116000016420 5/5 \$34.00
Shelby Cnty Judge of Probate, AL
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PARCEL I:

LOT 4B, ACCORDING TO THE RE-SUBDIVISION OF THE VILLAGE AT LEE BRANCH AS RECORDED IN MAP BOOK 31, PAGE 130 A & B, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL II:

TOGETHER WITH ALL RIGHTS AND EASEMENTS THAT CONSTITUTE A BENEFICIAL INTEREST IN REAL PROPERTY AS SET OUT IN THE RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS AS RECORDED IN INSTR. NO. 20030701000412990 AND AMENDED IN INST. NO. 20030827000569970 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

PARCEL III:

TOGETHER WITH ALL RIGHTS AND EASEMENTS THAT CONSTITUTE A BENEFICIAL INTEREST IN REAL PROPERTY AS SET OUT IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND DECLARATION OF EASEMENTS AS RECORDED IN INST. NO. 20061025000527560, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.