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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/01/2014 03:33 PM
FEE \$26.00 Pgs: 8
DEP RT REC'D FOR FORTSON BENTLEY &
GRIFFIN PA

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

RETURNED
DEC 01 2014

14-489-0005 PT
14-021-0128

COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease (this "Assignment") is made and entered into this 9th day of April, 2014, by and among **CLINTON CORNERS, LLC**, a Utah limited liability company ("Landlord"), **MJM 5G, LLC**, a Nevada limited liability company ("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 November 7, 2013 as amended by First Amendment to Lease dated April 4, 2014, and Rider to Lease Agreement dated April 9, 2014, 2014, between Landlord and Assignor (collectively, the "Lease"), for certain real property located in Davis County, Utah, 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 April 9, 2014 as amended by the First Amendment to License Agreement dated April 9, 2014 between ZFI and Assignor, including all amendments and renewals thereof (collectively 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: Clinton Corners, LLC
1572 Woodland Park Drive, Suite 505
Layton, Utah 84041
Attention: Manager

If to Assignor: MJM 5G, LLC
2152 E. Creek Road
Sandy, Utah 84093
Attention: Managing Member

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:

LANDLORD:
CLINTON CORNERS, LLC

Charaluna B. Se

By: Wayne A. Belleau [SEAL]
Name: Wayne A. Belleau
Title: Member/Manager

Charaluna B. Se

By: Millcreek Partners, LLC, Member/Manager

Witness

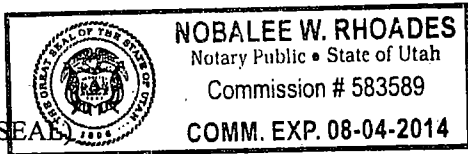
By: Gary M. Wright [SEAL]
Name: Gary M. Wright
Title: Manager

By: Spencer H. Wright [SEAL]
Name: Spencer H. Wright
Title: Manager

State of Utah
County of Davis

I, a Notary Public of said County and State, certify that Wayne A. Belleau, personally came before me this day and acknowledged that he is Member/Manager of Clinton Corners, LLC, a Utah limited liability company and that he, as Member/Manager, being authorized to do so, executed the foregoing on behalf of the company and certify that Gary M. Wright and Spencer H. Wright, personally came before me this day and acknowledged that they, as Managers of Millcreek Partners, LLC, a Utah limited liability company, as Member/Manager of Clinton Corners, LLC and that they, as Managers, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal, this the 4 day of April, 2014.



NOBALEE W. RHOADES
Notary Public
My commission expires: 8-4-14

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
[Signature]
Witness

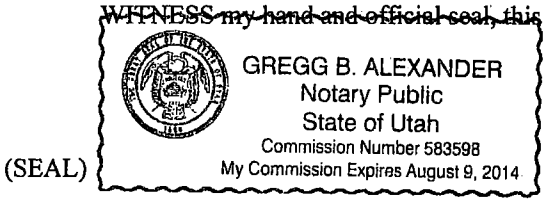
ASSIGNOR:
MJM 5G, LLC

By: [Signature] [SEAL]
Name: Jeff Howes
Title: Managing Member

State of Utah
County of Salt Lake

I, a Notary Public of said County and State, certify that Jeff Howes personally came before me this day and acknowledged that he is a Managing Member of MJM 5G, LLC, a Nevada limited liability company, and that he, as a Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal, this the 10 day of April, 2014.



[Signature]
Notary Public
My commission expires: August 9, 2014

Signed, sealed and delivered
in the presence of:

Witness

Witness

By: _____ [SEAL]
Name: Ryan Howes
Title: Managing Member

State of _____
County of _____

I, a Notary Public of said County and State, certify that Ryan Howes personally came before me this day and acknowledged that he is a Managing Member of MJM 5G, LLC, a Nevada limited liability company, and that he, as a Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal, this the _____ day of _____, 2014.

(SEAL) _____
Notary Public
My commission expires: _____

Signed, sealed and delivered
in the presence of:

ASSIGNOR:
MJM 5G, LLC

Witness

By: _____ [SEAL]

Name: Jeff Howes

Title: Managing Member

Witness

State of _____
County of _____

I, a Notary Public of said County and State, certify that Jeff Howes personally came before me this day and acknowledged that he is a Managing Member of MJM 5G, LLC, a Nevada limited liability company, and that he, as a Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal, this the _____ day of _____, 2014.

(SEAL)

Notary Public

My commission expires: _____

Signed, sealed and delivered
in the presence of:

Witness

By: _____ [SEAL]

Name: Ryan Howes

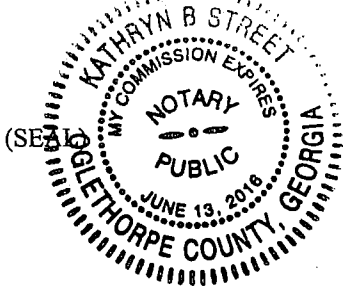
Title: Managing Member

Witness

State of Georgia
County of Duval

I, a Notary Public of said County and State, certify that Ryan Howes personally came before me this day and acknowledged that he is a Managing Member of MJM 5G, LLC, a Nevada limited liability company, and that he, as a Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal, this the 11th day of April, 2014.



(SEAL)

Notary Public

My commission expires: 6/13/18

Signed, sealed and delivered
in the presence of:

Witness

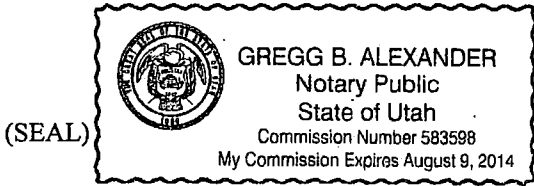
Witness

By: Mike Cummings [SEAL]
Name: Mike Cummings
Title: Managing Member

State of Utah
County of Salt Lake

I, a Notary Public of said County and State, certify that Mike Cummings personally came before me this day and acknowledged that he is a Managing Member of MJM 5G, LLC, a Nevada limited liability company, and that he, as a Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal, this the 10 day of April, 2014.



Notary Public
My commission expires: August 9, 2014

Signed, sealed and delivered
in the presence of:

ZFI:
ZAXBY'S FRANCHISING, INC.

Witness

Witness

By: _____
Name: Amy C. Pritchett
Title: Vice President of Franchise Development
[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 Development for Zaxby's Franchising, Inc., a Georgia corporation, and that she, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the ____ day of _____, 2014.

(SEAL) _____
Notary Public
My commission expires: _____

Signed, sealed and delivered
in the presence of:

Witness

By: _____ [SEAL]

Name: Mike Cummings

Title: Managing Member

Witness

State of _____

County of _____

I, a Notary Public of said County and State, certify that Mike Cummings personally came before me this day and acknowledged that he is a Managing Member of MJM 5G, LLC, a Nevada limited liability company, and that he, as a Managing Member, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and official seal, this the _____ day of _____, 2014.

(SEAL)

Notary Public

My commission expires: _____

Signed, sealed and delivered
in the presence of:

Witness

Witness

ZFI:
ZAXBY'S FRANCHISING, INC.

By: _____

Name: Amy C. Pritchett

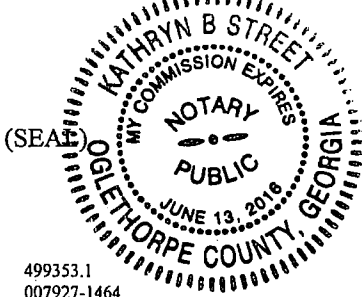
Title: Vice President of Franchise Development

[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 Development for Zaxby's Franchising, Inc., a Georgia corporation, and that she, being authorized to do so, executed the foregoing on behalf of the corporation.

WITNESS my hand and official seal, this the 9th day of April, 2014.



(SEAL)

Kathryn B Street

Notary Public

My commission expires: 6/13/16

EXHIBIT A

The land referred to herein is situated in the County of Davis, State of Utah, and is described as follows:

Parcel 1:

BEGINNING AT A POINT THAT IS SOUTH 0°09'39" WEST ALONG THE LOT LINE 14.00 FEET FROM THE NORTHWEST CORNER OF LOT 4, CLINTON CORNERS COMMERCIAL SUBDIVISION - AMENDING LOT 1, A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°59'06" EAST 85.00 FEET; THENCE SOUTH 0°09'31" WEST 0.40 FEET; THENCE SOUTH 89°59'06" EAST 34.60 FEET; THENCE SOUTH 44°59'03" EAST 37.24 FEET; THENCE SOUTH 0°09'39" WEST 125.27 FEET; THENCE NORTH 89°59'06" WEST 219.00 FEET; THENCE NORTH 0°09'39" EAST 77.01 FEET; THENCE SOUTH 89°59'06" EAST 13.62 FEET; THENCE NORTH 0°09'39" EAST 74.59 FEET; THENCE SOUTH 89°59'06" EAST 59.38 FEET; THENCE NORTH 0°09'39" EAST 0.40 FEET TO THE POINT OF BEGINNING.

Parcel 1A:

Together with a Perpetual Access Easement as granted in Easement recorded August 28, 2014, as Entry No. 2820719, in Book 6091, Page 487, of Official Record, more particularly described as follows:

A perpetual access easement, upon part of an entire tract of land, situate in the Northeast Quarter of the Southeast Quarter of Section 28, Township 5 North, Range 2 West, Salt Lake Base and Meridian, in Davis County, Utah, for the purpose of a shared access, ingress and egress to and from SR-37 (1800 North Street) to the adjoining tract of property to the East of said easement. The boundaries of said easement is described as follows:

Beginning at a point which point is 56.40 feet South 0°09'39" West along the East line of said Section 28 and 267.38 feet South 89°59'06" West from the East Quarter corner of said Section 28; and running thence South 0°09'39" West 74.59 feet; thence North 89°59'06" West 40.11 feet; thence North 0°09'39" East 74.59 feet; thence South 89°59'06" East 40.11 feet to the point of beginning.

Tax I.D. No. 14-489-0005 ^{PT} 14-021-0128