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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FORTSON BENTLEY & GRIFFIN
2500 DANIELLS BRIDGE RD
BLD 200 STE 3A
ATHENS GA 30606
BY: TWP, DEPUTY - MA 6 P.

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

COLLATERAL ASSIGNMENT OF LEASE

This Collateral Assignment of Lease (this "Assignment") is made and entered into this 4th day of October, 2014 by and among **WDG SANDY, 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 May 17, 2014, and Rider to Lease Agreement dated October 4, 2014 between Landlord and Assignor (collectively, the "Lease"), for certain real property located in Salt Lake 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 October 4, 2014 and First Amendment to License Agreement dated October 4, 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

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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:	WDG Sandy, LLC 1572 Woodland Park Drive, Suite 505 Layton, Utah 84041 Attention: Managers
If to Assignor:	MJM 5G, LLC 125 West Burton Avenue, Suite B Salt Lake City, Utah 84115 Attention: Managing Members
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.

LANDLORD:
WDG SANDY, LLC

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

State of CA

County of Davis

On this 16 day of Sept, 2014, personally appeared before me Spencer H. Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Manager of WDG Sandy, LLC and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement and said Spencer H. Wright acknowledged to me that said Company executed the same.



[Signature]
Notary Public

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

On this 16 day of Sept, 2014, personally appeared before me Gary M. Wright, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Manager of WDG Sandy, LLC and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement and said Gary M. Wright acknowledged to me that said Company executed the same.

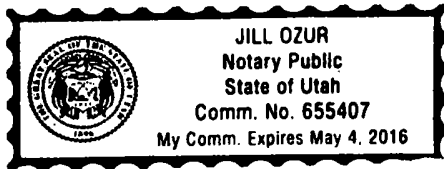


[Signature]
Notary Public

ASSIGNOR:
MJM 5G, LLC

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

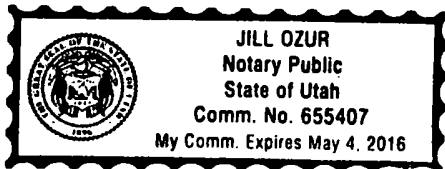
On this 2ND day of October, 2014, personally appeared before me Ryan Howes, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of MJM 5G, LLC and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement and Resolution of the Managing Members and Members, and said Ryan Howes acknowledged to me that said Company executed the same.



[Signature]
Notary Public

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

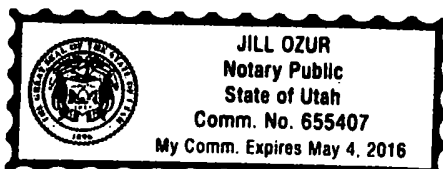
On this 2ND day of October, 2014, personally appeared before me Jeff Howes, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of MJM 5G, LLC and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement and Resolution of the Managing Members and Members, and said Jeff Howes acknowledged to me that said Company executed the same.



[Signature]
Notary Public

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

On this 2ND day of October, 2014, personally appeared before me Mike Cummings, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is a Managing Member of MJM 5G, LLC and that said document was signed by him in behalf of said Company by Authority of its Operating Agreement and Resolution of the Managing Members and Members, and said Mike Cummings acknowledged to me that said Company executed the same.



[Signature]
Notary Public

ZFI:
ZAXBY'S FRANCHISING, INC.

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

[CORPORATE SEAL]

On this 4th day of October, 2014, personally appeared before me Amy C. Pritchett, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the Vice President of Franchise Development of Zaxby's Franchising, Inc. and that said document was signed by her in behalf of said Corporation by Authority of its Bylaws and Resolution of its Board of Directors and said Amy C. Pritchett acknowledged to me that said Corporation executed the same.



Notary Public

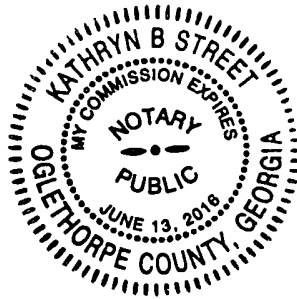


EXHIBIT A
LEGAL DESCRIPTION OF THE PREMISES

Lot 4, Little Cottonwood Center Subdivision – First Amendment, according to the official plat thereof on file and of record in the office of the Salt Lake County Recorder.

The following is shown for information purposes only: 28-09-226-055