



STOREFRONT DEVELOPMENT

LEASE AGREEMENT

This Lease is entered into this 2ND day of ~~September~~ ^{DECEMBER} 2005, between: STOREFRONT EUNICE MARKETPLACE LLC, a Louisiana limited liability company, herein represented by its duly authorized undersigned agent, whose mailing address is declared to be Rue Beauregard, Suite 301, Lafayette, Louisiana 70508 (the "Lessor"); and Quizno's Franchisee, herein represented by its duly authorized ~~owner~~ ^{owner} whose mailing address is declared to be 103 N. BISCAY, Eunice (the "Tenant").

1. DESCRIPTION AND PERMITTED USE OF PREMISES

- 1.1 PREMISES. In consideration of the rent payable herein and the mutual covenants contained herein, Lessor leases to the Tenant, and Tenant hereby rents and leases from Lessor, the following described property:

Those certain premises consisting of approximately 1500 square feet (the "Premises"), and more fully described and shown on the plan attached hereto as Exhibit A, located in the Storefront Eunice Marketplace at 1622 Highway 190, Eunice, LA 70535 (the "Shopping Center").

- 1.2 USE. Tenant shall have the right to use and occupy the Premises for the purpose of operating an eat-in/take-out/delivery restaurant selling sandwiches, salads, soups, pizza, frozen desserts (yogurt, ice cream), fruit based blended drinks, beverages and other products sold in Quiznos Sub stores and retail sales and other ancillary purposes associated therewith. Tenant shall be permitted to operate, or allow another business, concessionaire, or licensee to co-brand and/or operate a food and beverage business in or from the Premises, in conjunction with Tenant's operation of its Quiznos Sub restaurant, so long as Tenant remains primarily liable for all rent and additional rent under the Lease and so long as the business does not require additional grease trap or sewage capacity and so long as it does not emit noxious odors.

- 1.3 Throughout the lease term, or any subsequent renewal thereof, Tenant shall have the exclusive right in the Shopping Center to engage in the sale of delicatessen and submarine type sandwiches. Lessor shall not allow any party in the Shopping Center to violate the terms or spirit of this exclusivity agreement, and, if a violation occurs, in addition to any other remedies Tenant may have at law or in equity, Tenant shall have the right to terminate this Lease upon thirty (30) days written notice.

2. TERM OF THE LEASE AND OPTION TO RENEW

- 2.1 The primary term of this Lease shall be five years, commencing ninety (90) days after the turnover of the Premises to Tenant by Lessor or the first day that Tenant is open for business, whichever is earlier (the "Commencement Date"), and terminating at midnight on the last day of the Lease term. The parties shall execute a Commencement Memorandum as set forth on Exhibit B hereto to memorialize the Commencement Date.

- 2.2 Tenant shall have two options to renew this Lease for a term of five years, commencing upon the expiration of the primary term, provided it is not in default of any terms and provisions of the Lease at the time of the exercise of the option through the end of the Lease term.

- 2.3 In the event that Tenant desires to exercise its option to renew the Lease, it shall give notice in writing to the Lessor not less than ninety (90) days prior to the expiration of the primary term or option term, if it has already been renewed.

- 2.4 The terms and conditions of the Lease during the option period(s) shall remain the same, except for the monthly rental.

3. RENT

- 3.1 BASE RENT. Tenant agrees to pay Lessor base rent of \$2,250 per month and additional rent as provided and calculated in Sections 3.2, 3.3 and 3.4 below. The first rent payment is due on the Commencement Date.

The monthly base rental payments for the first renewal period, if duly exercised, shall be \$2,475 per month and for the second renewal period \$2,722.50 per month, plus additional rent as provided and calculated below.

3.2 **TAXES AND INSURANCE.** As additional rent, Tenant agrees to pay its share of (i) all real estate taxes (including but not limited to interest thereon, late fees and penalties, and all increases thereof) and (ii) all premiums and costs of all insurance, including business interruption insurance, on the Shopping Center as Lessor deems to be necessary and sufficient (the "insurance"). Real estate taxes (the "Taxes") and insurance premiums may be adjusted upon the completion of a full lease year and upon appraisal of the fully improved Shopping Center. Tenant's estimated share of Taxes is \$1.90 per square foot subject to increases in the tax bills which Lessor will provide for verification upon written request. Tenant's estimated share of insurance is \$0.50 per square foot subject to increases in the premiums which Lessor can provide for verification upon written request.

3.3 **COMMON AREA MAINTENANCE.** As additional rent, Tenant agrees to pay its share of all costs and expenses paid or incurred by Lessor in operating, managing, equipping, protecting, insuring, lighting, repairing, cleaning, replacing, ventilating and maintaining the Common Areas (as hereinafter defined). Tenant's estimated share of the Common Area Maintenance Expenses (CAM) is \$0.50 per square foot, subject to increases in such costs of maintenance not to exceed 5% per annum, which Lessor can provide upon request. The management fee is equal to 10% of the CAM charges and is included therein.

3.4 For the partial calendar year, if any, after the Commencement Date, Tenant will pay to Lessor each month, at the same time the installment of Base rent is due, an amount equal to Tenant's estimated share of CAM, Insurance Premiums and Taxes for the remainder of the calendar year, divided by the number of months remaining in the calendar year. For each full calendar year of the Term, Tenant will pay to Lessor each month, at the same time the installment of Base Rent is due, an amount equal to one-twelfth (1/12) of Tenant's estimated share of CAM, Insurance Premiums and Taxes due for the calendar year. If the expiration date does not occur on December 31, for the partial calendar year preceding the Expiration Date, Tenant will pay to Lessor each month, at the same time the Base Rent is due, an amount equal to the amount of Tenant's estimated share of Common Area Expenses, Insurance Premiums and Taxes for the partial calendar year divided by the number of full calendar months of the partial calendar year. In the event in any year Tenant's Proportionate Share of Common Area Expenses, Insurance Premiums and Taxes is less than the estimated amount actually collected on an annual basis, such reduction in actual costs shall be credited to Tenant. Should Tenant's Proportionate Share of Common Area Expenses, Insurance Premiums and Taxes be more than the monthly estimate thereof actually paid by Tenant, Tenant shall pay Lessor the increase in actual costs within ten (10) days after receipt of an invoice from Lessor. If the Term will expire or this Lease has been terminated prior to a final determination of Tenant's Proportionate Share of Common Area Expenses, Insurance Premiums and Taxes, the amount of adjustment between Tenant's estimated share and Tenant's actual share payable for the preceding calendar year and/or the final partial calendar year of the Term will be estimated by Lessor based upon the best data available to Lessor at the time of the estimate. Prior to the Expiration Date or as soon as possible after an earlier termination date, any further appropriate adjustment will be made between Lessor and Tenant.

3.5 The monthly annual rent shall be payable in advance on the 1st day of each month. Rent for any period less than a month shall be prorated and paid in advance.

3.6 Rent shall be paid to Lessor at the address of the Lessor set forth above or at such other address that Lessor may notify Tenant in writing. Delinquent payments made after the 10th day of each month shall be subject to a late penalty of five (5%) percent of the rent owed for that month, and shall be included with the payment thereof.

3.7 Tenant's obligation to pay rent is unconditional, including base rent, additional rent and any other sum payable under the Lease. Tenant shall pay all rent without any set-off or deduction of any kind. Tenant waives and renounces any right of compensation and set-off that it may have under the law.

3.8 For the first year of the primary term, the CAM, Taxes and insurance additional rent shall not exceed \$3.10 per square foot.

4. DEFINITION OF COMMON AREA

4.1 The term "Common Area" is defined as those areas and facilities outside the Premises and within the Shopping Center and the immovable property upon which the Shopping Center is situated, that are provided and designated by Lessor from time to time for the common benefit and non-exclusive use of Lessor, Tenant and of any other Tenants of the Shopping Center, and their respective employees, suppliers, shippers, customers and invitees, including parking areas, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, driveways, landscaped areas, courtyards, corridors, malls, public restrooms and telephone areas.

5. SIZE, NATURE AND LOCATION OF COMMON AREA

Lessor shall make available within the Shopping Center such Common Area as Lessor in its sole discretion shall deem appropriate. Lessor reserves the right to change from time to time the size, location, and nature of the Common Area, to sell and lease any portion thereof, to make additional installations therein and to move and remove the same.

6. USE AND CONTROL OF COMMON AREA

- 6.1 Tenant shall have the non-exclusive right, in common with other Tenants of the Shopping Center, and their respective employees, customers, invitees, and licensees, to use the Common Area subject to such reasonable rules and regulations as Lessor may from time to time impose which are incorporated herein by reference for all purposes as though fully set out herein.
- 6.2 The Common Area shall at all times be subject to the exclusive control and management of Lessor, and Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect thereto.

7. CAPITAL RESERVE

- 7.1 In addition to the aforesaid Additional Rent, Tenant shall pay additional rent for a reserve for repairs and maintenance to the parking lot, the roof and exterior walls of the shopping center and HVAC for common areas, and other extraordinary repairs. The additional costs therefore shall be \$0.15 per square foot which shall be paid by Tenant to Lessor and paid in the same proportions and on the same dates as additional rent for Common Area Expenses. Lessor shall maintain said fund in a separate account and use the funds for this purpose.

8. QUIET ENJOYMENT

- 8.1 Unless a Default has occurred and is continuing, and subject to Tenant's performance of all of its obligations hereunder, Lessor represents and warrants that Tenant will peaceably and quietly have, hold and enjoy the Premises for the term.

9. SECURITY DEPOSIT

- 9.1 On execution of this Lease, Tenant agrees to deposit with Lessor, the receipt of which is acknowledged, the amount of one month's base rent and the estimated additional rent for Taxes, Insurance and CAM for one month. This deposit, which is non-interest bearing, is to be held by Lessor as security for the full and faithful performance of all of the terms and conditions of this Lease. This security deposit is not an advance rental and Tenant may not deduct any portion of the deposit from rent due to Lessor. In the event of forfeiture of the security deposit due to the Tenant's failure to fully and faithfully perform all of the terms and conditions of the Lease, Lessor retains all of the other rights and remedies. Tenant does not have the right to cancel this Lease and avoid Tenant's obligations under it by forfeiting the security deposit. Tenant shall be entitled to an accounting of the funds held for security deposit within thirty (30) days of vacating the premises and return of that security deposit in whole or part subject to the following conditions: the full term of the Lease has expired, without a breach of its terms, there has been no damage to the premises beyond normal wear and tear, and the premises are left in broom clean condition.

10. MAINTENANCE, REPAIRS AND ALTERATIONS OF PREMISES

- 10.1 Lessor shall deliver the Premises and appurtenances thereto in its standard white box condition as set forth on Exhibit C. In those leases where Lessor is supplying some thing other than its standard white box, Tenant must submit plans within thirty (30) days of signing of the Lease, which plans shall be satisfactory to the Lessor. Tenant agrees to maintain the same in good condition during the term of this Lease and to return the Premises on the termination of the Lease, and any extension thereof, in as good condition as the date they were received, subject to normal and reasonable wear and tear and decay.
- 10.2 Lessor shall, at its expense, make all necessary structural repairs and replacements to the building and the Premises. This shall include the roof, foundation, exterior walls, interior structural walls, and all structural components. Tenant shall at its own cost and expense maintain all interior portions of the Premises and other improvements within the Leased Premises in good repair and condition, including but not limited to repairs (including all necessary replacements) to the HVAC systems serving only the Premises. Tenant shall furnish, at its own cost and expense, a service contract for such HVAC systems to provide periodic inspections and routine maintenance, such as filter replacement. In addition, Tenant shall assume maintenance and replacement of plate glass, plumbing, electrical, mechanical in the Premises. Notwithstanding the foregoing, if the need for repair or replacement of electrical, HVAC or mechanical is due to defective or obsolete equipment, then such repair or replacement shall be assumed by Lessor. Lessor warrants the HVAC system for the premises will be in good working order when the premises are delivered to Tenant. If Tenant refuses to act, Lessor shall have the right, but shall not be obligated, to make such repairs and/or replacements on behalf of and for the account of Tenant provided ten (10) days notice is given and thirty (30) days to cure. In such event, such work shall be paid for by Tenant, as additional rent together with interest at the rate of 12% per annum from date of receipt of a bill therefore until paid.
- 10.3 No alterations or changes are to be made to the structure of any of the Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed.

Plans for such additions and/or improvements must be submitted to Lessor within thirty (30) days of lease execution. Any such additions, alterations, repairs or improvements shall be made in accordance with all local, state, and health department building codes. Tenant shall, at his own expense, prepare drawings to be approved by local, state, and health departments. Building permit(s) must be obtained prior to starting any construction. Tenant shall be responsible for payment of said improvements and at the end of the Lease term, the improvements shall remain a part of the Premises, except as otherwise set forth herein. All improvements shall be made in a workmanlike manner with Lessor having final approval. Notwithstanding the foregoing, Tenant may make nonstructural alterations and improvements to the interior of the Premises of Ten Thousand and 00/100 Dollars (\$10,000.00) or less per alteration without Lessor's prior consent, provided the work is performed in a good and workmanlike manner.

- 10.4 Any repairs and improvements necessary to maintain the Premises in fit condition for the purposes of this Lease do not require the approval of Lessor. Any additions and major improvements made by Tenant to the structure of the Premises shall become and remain the property of the Lessor at the termination of the Lease or any extension thereof without charge to the Lessor. Subject to the following sentence, any improvements made by Tenant to the Premises are to become and remain the property of Lessor at the termination of the Lease or any extension thereof. Notwithstanding the foregoing, anything incorporated in or attached to the Premises by Tenant so as to become its component parts, including, without limitation, all fixtures (trade and otherwise), furnishings and equipment of Tenant, which can be removed without causing irreparable damage to the Premises may be removed by Tenant, subject to the obligation of restoring the Premises to its former condition.
- 10.5 Lessor may make annual inspections of the Premises to check the condition of the Premises and note and provide Tenant with a written list of all conditions and other deficiencies that require action by the Tenant under the terms of this Lease. Anything provided herein to the contrary notwithstanding, the aforesaid inspections shall not relieve the Tenant of any of its responsibilities for the maintenance, upkeep and repair of the Premises imposed on the Tenant herein.
- 10.6 Tenant shall be permitted to install a Quiznos standard door handle on the entry door to the Premises.
- 10.7 Notwithstanding anything to the contrary in this Lease, Lessor hereby agrees that at any time during the term of this Lease, Tenant or Franchisor or authorized agent of either Tenant or Franchisor, shall have the right to install, in and on the outside rear wall of the Premises, pursuant to the Lessor's reasonable consent as to method of installation and placement, a satellite communications system (the "satellite system"), including antenna and related equipment. The satellite system shall be installed at no cost to Lessor, and in accordance with all applicable laws, rules and regulations. Additionally, Tenant shall defend, indemnify, and hold Lessor harmless from and against any claims, costs or expenses incurred by Lessor as a result of such installation by Tenant. Tenant shall be solely responsible for the maintenance and repair thereof, as Tenant's sole cost and expense. At the expiration or other termination of the lease, said equipment shall remain the property of Tenant, and may be removed by Tenant, provided that Tenant shall repair any and all damage caused by such removal.

11. SURRENDER OF PREMISES AND HOLDING OVER

- 11.1 At the expiration or earlier termination of the Lease, Tenant shall immediately surrender possession and all keys to the Premises to Lessor, and should Tenant fail to do so, it shall be liable to Lessor for all direct damages arising from such failure. Tenant also expressly waives any notice to vacate at the expiration of this Lease. Should Lessor allow or permit Tenant to remain in the Premises after the expiration of this Lease, this shall not be construed as a renewal or reconduction of this Lease.
- 11.2 At the end of the Lease, Tenant, without further notice, will return possession of the Premises and appurtenance in like good order as received, free of trash and debris, all broken glass replaced and any and all signs painted or placed in or upon the Premises removed therefrom, subject only to ordinary decay and wear and tear.
- 11.3 The Tenant shall be permitted to remove all movable property that is not attached permanently to the Premises without doing irreparable damage to the Premises of Lessor subject to the obligation of restoring the Premises to its former condition.
- 11.4 Continued possession, beyond the expiration date of the term of this Lease, by the Tenant, coupled with the receipt of the specified rental by the Lessor (and absent a written agreement by both parties for an extension of this Lease, or for a new Lease) shall constitute a month to month extension of this Lease. Monthly rental during such extension shall be equal to the amount of total monthly rent in effect just prior to expiration of the Lease plus 25%.

12. UTILITIES

- 12.1 Tenant binds and obligates itself to pay all costs and charges for telephone, water, gas, heat, electricity, power, sewer, garbage service, cable, computer services and connections used by it

during the period of this Lease, and any extension thereof, promptly when due. Tenant shall be further responsible for all utility deposits that may be due for the installation of electrical, sewer, water, phone, cable, computer services and connections, and gas service to the Premises.

12.2 In those instances where Tenant fails to arrange for garbage pickup, Lessor will do so and will bill Tenant or the actual cost of the service. Tenant will only place its dumpster in the designated space for dumpsters as shown on the site plan, unless Tenant received written approval from the Lessor.

13. TENANT'S INSURANCE

13.1 During the term of this Lease, Tenant shall maintain in full force and affect the following insurance coverage:

- A. Employer's liability and workmen's compensation insurance for all of Tenant's employees and statutory employees under applicable workmen's compensation statutes;
- B. Fire and extended coverage insurance for loss or damage to any personal property and leasehold improvements in or on the Premises owned by or in the possession of Tenant, for the full replacement cost thereof, without deduction for depreciation;
- C. Commercial general liability insurance (with a contractual liability endorsement to cover Tenant's indemnity obligations hereunder) against claims for injury or death to persons or damage to property occurring on or about the Premises or in connection with this Lease, whether resulting from the operation of motor vehicles or otherwise, with minimum limits of coverage to be One Million (\$1,000,000) per occurrence for bodily injury or death, and One Million Dollars (\$1,000,000) per occurrence for property damage; and
- D. Business interruption insurance in an amount to pay the Base and Additional Rent for a period not less than six months.

13.2 Each policy of insurance that Tenant is required to provide hereunder must be written by an insurance company that has a financial rating of XII or better, and a policyholder rating of "A" or better as listed in the most current Best's Insurance Report by A. M. Best, and that is satisfactory to Lessor. Tenant shall deliver to Lessor the policies, or acceptable certificates of insurance, together with evidence of payment of applicable premiums, not later than the Commencement Date. Each policy or certificate must name Lessor as an additional insured as its interest may appear except for the fire and extended coverage insurance insuring the leasehold movables and improvements, and further shall contain a breach of warranty endorsement insuring Tenant under the policy notwithstanding any breach of the policy by Tenant. Each policy or certificate must certify that unless TENANT receives thirty (30) days prior written notice from the Tenant's appropriate insurer of cancellation, failure to renew or amendment, the insurance policy shall not be canceled and shall be continued in full force and effect, the insurance company shall not fail to renew the insurance policy for any reason, and no material amendment maybe made to the insurance policy.

14. HOLD HARMLESS AGREEMENT

14.1 Tenant agrees to hold Lessor free and harmless from any an all liability, damages and costs, including attorneys fees, arising out of any and all accidents or occurrences or injuries, deaths, and property damage which may occur in, upon or about the Premises during the term of this Lease (as the same may be extended as provided herein), whether said injuries or damages are sustained by Tenant, its invitees, agents, employees or anyone who might be injured upon the Premises, provided said accident is not caused by the negligence or willful misconduct of Lessor, its agents, contractors or employees.

14.2 Lessor agrees to hold Tenant free and harmless from any and all liability, damages and costs, including attorneys fees, from all accidents or injuries and deaths, which may occur upon the Premises, whether said injuries or damages are sustained by Lessor, its invitees, agents, employees or anyone who might be injured upon the Premises, to the extent the same are caused by the negligence or willful misconduct of Lessor, its agents, contractors or employees.

15. DESTRUCTION

15.1 If the Premises are destroyed or damaged by fire or other casualty to the extent that the Premises cannot in Lessor's reasonable discretion be used in the manner that they were being used, then at the written election of the Lessor delivered to the Tenant within thirty (30) days after the occurrence of the casualty, this Lease shall terminate and the rent shall be paid to the time of such casualty. In the event the Premises is totally or partially damaged or destroyed or rendered totally or partially unfit for occupancy by fire or other casualty and Lessor does not elect to terminate, then Lessor shall repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty, within a reasonable time after the fire or other casualty. Such repairs shall be made at Lessor's expense. Lessor shall allow Tenant a proportional abatement of rent to reflect

that portion of the Premises which was damaged or destroyed, during the time the Premises are totally or partially unfit for occupancy. If such repairs cannot, in Lessor's reasonable judgment, be made in the one hundred twenty (120) day period following the casualty, then either party may, by written notice, terminate this Lease.

16. WAIVER OF SUBROGATION

- 16.1 Notwithstanding any other provision of this Lease to the contrary, whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties hereto, or anyone claiming by, through, or under it in connection with the Premises, and (b) such party then is covered in whole or in part by insurance with respect to such loss, cost, damage or expense or is required under this Lease to be so insured, then the party so insured (or so required) hereby waives any claims against and releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered had such insurance been carried as so required). The parties agree to furnish to each insurance company which has or will issue policies of casualty insurance on the Improvements, written notice of said waivers and to have the insurance policies properly endorsed, if necessary, to acknowledge such subrogation waivers. Such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (except that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost, thereby keeping such release and waiver in full force and effect).

17. ESTOPPEL STATEMENTS

- 17.1 Tenant shall, at any time and from time to time upon not less than thirty (30) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the dates to which rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or mortgagee of the Premises or any portion of the real property of which the Premises are a part. Tenant's failure to deliver such statement within such time shall be conclusive upon Tenant (i) that this Lease is in full force and effect, without modification except as may be represented by Lessor, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.

18. ASSIGNMENT, SUBLEASE AND RELEASE

- 18.1 Tenant shall not assign or transfer this Lease or any estate or interest therein, or sublet the Premises or any part thereof or grant a license, concession or other right of occupancy of any portion of the Premises without the prior written consent of Lessor, which consent may be withheld by Lessor in its sole discretion, or conditioned upon such terms as Lessor, in its sole discretion may establish. Consent by Lessor to one or more assignments or sublettings shall not operate as a waiver of Lessor's rights as to any subsequent assignments and sublettings.
- 18.2 Any assignee or sublessee of an interest in and to this Lease shall be deemed, by acceptance of such assignment or sublease or by taking actual or constructive possession of the Premises to have assumed all of the obligations set forth in or arising under this Lease. Such assumption shall be effective as of the earlier of the date of such assignment or sublease or the date on which the assignee or sublessee obtains possession of the Premises.
- 18.3 Unless specifically agreed to otherwise by Lessor in writing, and notwithstanding any assignment or subletting, Tenant (and any guarantor of Tenant's obligations under this Lease) shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under this Lease (even if future assignments and sublettings occur subsequent to the assignment or subletting by Tenant, and regardless of whether or not Tenant's approval has been obtained for such future assignments and sublettings).
- 18.4 Tenant shall not mortgage, pledge or otherwise encumber its interest in this Lease or in the Premises.
- 18.5 Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to assign this Lease or sublet the Premises, without charge and without Lessor's consent being required to Quizno's Franchising LLC or Quizno's Franchising II LLC (each "QF"), or its parent subsidiaries or affiliates (QF, its parent, subsidiaries and affiliates are each referred to herein as a "QF Entity" of "Franchisor") or to a duly authorized franchisee of Franchisor. In the event of an assignment to a QF Entity, the QF Entity shall have the right to reassign the Lease, without charge and without Lessor's consent being required to a duly authorized franchisee of Franchisor and to thereupon be released from any further liability under the Lease. Any options to extend the term of the Lease shall automatically transfer to an assignee in connection with a transfer made pursuant to the foregoing

paragraph. In all cases, there will be reasonable notification of Lessor, and further, the original Tenant shall remain liable to fulfill all obligations hereunder until such time as Lessor is satisfied as to the creditworthiness of the assignee. Tenant shall agree to attorn to any assignee of Landlord provided such assignee will agree not to disturb Tenant's possession of the Premises.

18.6

Notwithstanding anything contained in this Lease to the contrary, Lessor shall have the absolute, unequivocal right to assign or transfer its interest in this Lease, the Premises and/or Shopping Center, whether as collateral or absolutely, to any party whatsoever whether or not such party is related to Lessor, and Tenant covenants and agrees that this Lease shall remain in full force and effect and unaffected by such transfer or assignment. In the event of the transfer and assignment by Lessor of its interest in this Lease and in the building containing the Premises to a person or entity expressly assuming Lessor's obligations under this Lease, then Lessor shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Lessor for performance of such obligations. Any security given by Tenant to secure performance of Tenant's obligations hereunder may be assigned and transferred by Lessor to such successor in interest and Lessor shall thereby be discharged of any further obligation relating thereto.

19.

DEFAULT

19.1 The occurrence of any one or more of the following events shall constitute an "Event of Default":

- (a) If default shall be made in the due and punctual payment of any rent or in the payment of any other amount to be paid by Tenant to Lessor, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) days after Tenant's receipt of written notice thereof from Lessor; or
- (b) If default shall be made by Tenant in keeping, observing or performing any of the terms contained in this Lease, other than as referred to in subsection (a) of this Subsection 19.1, and such default shall continue for a period of thirty (30) days after Tenant's receipt of written notice thereof given by Lessor, or such longer period as is reasonable to cure said default, if said default cannot, with due diligence and in good faith, be cured within said thirty (30) days, provided that Tenant promptly and with due diligence and in good faith commences the cure of the same within the thirty (30) day period and thereafter prosecutes the curing of such default with due diligence and in good faith; or
- (c) Tenant becomes insolvent or files a voluntary petition in bankruptcy, or a petition for involuntary reorganization or bankruptcy is filed against Tenant and is not dismissed or vacated within sixty (60) days, or Tenant is dissolved or adjudicated bankrupt and this dissolution or adjudication is not dismissed or vacated within sixty (60) days, or a receiver is appointed for Tenant's business or its assets and this appointment is not vacated within sixty (60) days, or Tenant makes an assignment for the benefit of its creditors; or
- (d) Tenant commits any illegal or unlawful act in or about the Premises; or
- (e) Tenant vacates or abandons the premises; or
- (f) Tenant fails to operate the Premises continuously or shuts down its operations in violation of the Lease.

19.2 If an Event of Default occurs, Lessor shall have the rights and remedies hereinafter set forth, which shall be distinct, separate and cumulative.

- (a) Lessor may terminate this Lease to the Premises by giving Tenant written notice of its election to do so, in which event the term shall end and all right, title and interest of Tenant hereunder as to such Premises shall expire on the date stated in such notice and evict Tenant, if it fails to vacate.
- (b) Lessor may accelerate and declare all of the rent for the remainder of the term of the Lease immediately due and payable.
- (c) If the Tenant abandons the Premises and voluntarily relinquishes possession thereof, Lessor may take possession as agent for Tenant and relet the Premises to a third party without canceling the Lease or relieving the Tenant of his obligations under the Lease.

19.3 If Lessor exercises either of the remedies provided for in Sections 19.1 (a) or (c), Tenant shall surrender possession of and vacate the relevant the Premises and immediately deliver possession

thereof to Lessor, and Lessor may, upon proper process of law, re-enter and take complete and peaceful possession of such Premises. Tenant agrees to pay Lessor, on demand, the amount of all loss and damage which Lessor may suffer by reason of such termination, whether through inability to quiet the Premises on terms satisfactory to Lessor in its sole discretion, or otherwise, including the loss of the rent then remaining unpaid hereunder.

19.4 Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights. Lessor expressly reserving the right to always enforce prompt payment or rent, or to terminate this Lease as aforesaid, regardless of any indulgences or extensions previously granted.

19.5 In addition to Tenant's rights contained herein or available in law or at equity, in the event Lessor neglects or fails to comply with any of Lessor's obligations contained in this Lease, Tenant may, after giving Lessor not less than 30 days prior written notice, (a) cure any such Lessor's default and (b) withhold rent in an amount not to exceed any amount which Tenant spends to cure any such default or otherwise incurs by reason of Lessor's default (including attorneys' fees and expenses).

19.6 Notwithstanding any other provision of this Lease to the contrary, Lessor agrees to give Franchisor written notice of any Tenant defaults as a prerequisite to exercising any remedies against Tenant under this Lease. Franchisor shall have Tenant's cure period plus an additional ten (10) days (but in no event less than thirty (30) days total) to cure (at Franchisor's option) any such defaults on Tenant's behalf, and to perform any other acts on Tenant's behalf as may be necessary to keep this Lease in full force and effect. In the event Franchisor executes on its security interest in this Lease and Tenant's fixtures and equipment (pursuant to the terms of its franchise agreement with Tenant), such action shall not be deemed a default or assignment under this Lease; provided, however, Franchisor shall thereafter have the right to assign this Lease on Tenant's behalf, without charge and without Lessor's consent being required, to an authorized franchisee of Franchisor. Notice to Franchisor shall be addressed as follows:

Quizno's Franchising II LLC
1475 Lawrence Street, Suite 400
Denver, Colorado 80202
Attn: Legal Department

20.

RECORDING

20.1 The parties agree not to record this Lease Agreement, but agree to execute an Extract of Lease pursuant to R.S. 9:2721.1. Either party may record a copy thereof in the conveyance records of the Parish where the Premises are located.

21.

PARKING

21.1 Tenant and its agents, employees and business invitees and patrons (collectively the "Tenant Parties") shall have the non-exclusive right of ingress and egress over and across the parking areas under Lessor's control. Notwithstanding the foregoing, Tenant Parties shall not have the right to use, at any one time, more than the Tenant's proportionate share of the aforesaid parking areas.

22

BANKRUPTCY OR INSOLVENCY OF TENANT

22.1 In the event Tenant is adjudicated a bankrupt or in the event of a judicial sale or other transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings, or by other operation of law, but not by death, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within ten (10) days from the giving of notice thereof by Lessor to Tenant, then and in any such events, Lessor may, at its option, immediately terminate this Lease, re-enter said Premises, upon giving of ten (10) days written notice by Lessor to Tenant, all to the extent permitted by applicable law.

23.

SIGNS

23.1 Tenant shall have the right and privilege of attaching, affixing, or exhibiting signs on the Premises, provided only (1) that any and all signs shall comply with all applicable ordinances; (2) such signs shall be lighted; (3) such signs shall not change the structure of the building; (4) such signs if and when taken down shall not damage the and shall leave the facade of the building in the same condition as it was received; and (5) such signs shall be subject to the approval of the Lessor, which approval shall not be unreasonably withheld or delayed. In addition, sign attachments to the facade of the shopping center shall be attached using Raceway and must comply with the instruction stated in Exhibit D. Tenant shall be allowed to display "Grand Opening" banners on the Premises storefront, but only with the approval of the Lessor, and such banners must be removed within fifteen (15) days of Tenant's first day of business.

23.2 Lessor during the last ninety (90) days of this Lease, or extension, or renewal, shall have the right to maintain in the window or on the building or on the Leased Premises either or both a "For Rent" or "For Sale" sign and Tenant will permit, at such time and with reasonable notice, prospective Tenants or buyers to enter and examine the Leased Premises.

23.3 Lessor shall provide Tenant with space on the Shopping Center's pylon sign for a one-time pylon sign contribution of \$750.00, which must be paid upon execution of this Lease.

23.4 Tenant shall be permitted to (a) erect at least one single or double sided wooden sign in the landscaped Common Area adjoining the most heavily traveled right of way adjacent to the Shopping Center which sign shall say "Coming Soon-Quiznos Sub" or words similar thereto during the period between the lease execution date and sixty (60) days after the date Tenant opens for business and (b) display "Coming Soon" or "Grand Opening" banners on or near Premises during such period and eight weeks following the opening.

24. MECHANIC'S LIENS

24.1 If any lien which arises from the activities on, or use of, the Premises by Tenant, or its agents or contractors is claimed or filed against the interest of Lessor in the Premises and/or Shopping Center during the term of this Lease, as same may renewed or extended, Tenant shall, within thirty (30) days after Lessor has transmitted written notice of the receipt of such claim to Tenant, cause the Premises or Shopping Center to be released from such claim either by payment or by the posting of bond in an amount necessary to relieve and release the Premises and/or Shopping Center from such claim, or in any other manner which, as a matter of law, will result, within such period of thirty (30) days, in releasing Lessor and the title of Lessor's property from such claim.

25. SUBSTITUTION OF EQUIPMENT, MERCHANDISE, ETC.

25.1 The Tenant shall have the right, from time to time, during the term of this Lease, or renewal thereof, to sell or otherwise dispose of any personal property of the Tenant situated on the Premises, when in the judgment of the Tenant it shall have become obsolete, outworn or unnecessary in connection with the operation of the business on said Leased Premises.

25.2 Nothing herein contained shall be construed as denying to Tenant the right to dispose of inventoried merchandise in the ordinary course of the Tenant's trade or business.

26. RIGHTS CUMULATIVE

26.1 The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them as exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled. Notwithstanding the foregoing, Lessor's liabilities under this Lease shall be limited to Lessor's ownership interest in the Shopping Center.

27. PROVISIONS TO BIND AND BENEFIT SUCCESSORS, ASSIGNS, ETC.

27.1 Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto; except that if any part of this Lease is held in joint tenancy, the successor in interest shall be the surviving joint Tenant.

28. CHANGES TO BE IN WRITING

28.1 None of the covenants, provisions, terms or conditions of this Lease to be kept or performed by Lessor or Tenant shall be in any manner modified, waived or abandoned, except by a written instrument duly signed by the parties and delivered to the Lessor and Tenant. This Lease contains the whole agreement of the parties.

29. INCREASE IN INSURANCE PREMIUM

29.1 If Tenant's use or occupancy of the Premises causes an increase in the premium for any fire or other insurance coverage carried by Lessor on the Shopping Center, whether at the inception of this Lease or any time during the Term, Tenant shall pay as additional rent, upon presentation of an invoice therefore, the amount of such increase. Any schedule issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive

evidence of the several items and charges which make up the insurance rate on the Premises. Tenant shall not permit any operation or activity to be conducted, or storage or use of any materials, which would cause suspension or cancellation of any fire or other insurance policy carried by Lessor.

30. PERSONAL PROPERTY TAXES

30.1 Tenant agrees to timely pay all taxes and assessments levied or assessed against personal property, including trade fixtures and inventory and equipment on the Premises.

31. SPECIAL ASSESSMENTS

31.1 Special assessments by any governmental agency for street improvements, drainage or light improvements shall be timely paid by the Lessor. All other special assessments shall be timely paid by the Tenant.

32. LESSOR'S INSURANCE

32.1 Lessor shall maintain such fire and extended coverage, flood or other insurance coverage on the Shopping Center, the Common Area, or any portions thereof, as Lessor, in its reasonable discretion, shall deem appropriate.

33. RULES AND REGULATIONS

33.1 The rules and regulations appended to this Lease as Exhibit E are hereby made a part of this Lease, and Tenant agrees to comply with and observe the same. Tenant's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Lessor reserves the right from time to time to reasonably amend or supplement said rules and regulations applicable to the Premises. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Tenant, and Tenant agrees thereupon to comply with and observe all such rules and regulations, and amendments thereto, and supplements thereof. Lessor shall use reasonable efforts to cause the other tenants and occupants of the Shopping Center to comply with said rules and regulations.

34. OCCUPANCY AND OPERATION

34.1 At all times during the Lease Term, or any renewal thereof, Tenant shall continuously and uninterruptedly use, occupy and operate the Premises for the Permitted Use. If at any time during the Lease Term, or any renewal thereof, Tenant does not continuously occupy the Premises or operate its business in accordance with the provisions herein and which failure continues for three (3) days following notice from Lessor, such failure shall constitute an event of default under this Lease in which event of default, Tenant shall pay, in addition to any other rights or remedies Lessor may have on account of such, as additional Rent, an amount equal to an additional twenty-five percent (25%) of the Monthly Basic Rental then in effect, for each month or portion thereof during which Tenant does not operate its business in accordance with the provisions herein. Lessor and Tenant acknowledge that: (i) the reputation and character of the Building and the Project will be damaged by Tenant's failure to continually occupy the Premises and operate its business in accordance with the provisions of this Lease provision; (ii) that the amount of such damage would be difficult to ascertain and prove; and (iii) the amounts specified herein are a reasonable estimate of the actual damages which Lessor would suffer as a result of such failure. Notwithstanding the foregoing, Tenant may close its business once every five (5) years for up to thirty (30) days to refurbish and redecorate the Premises.

35. RELATIONSHIP OF THE PARTIES

35.1 The relationship of the parties herein is that of Lessor and Tenant, and nothing herein contained shall be deemed or construed as creating the relationship of principal and agent or partnership or joint venture.

36. SECURITY AGREEMENT

36.1 In addition to any statutory Lessor's lien, Tenant hereby grants to Lessor a security interest in all machinery, goods, inventory, equipment, trade fixtures, furniture and other personal property ("Personal Property") of Tenant now or hereafter placed in or upon the Premises, in conformance with the Louisiana Uniform Commercial Code, La. R.S. 10: 9-101, et seq. (the "UCC"). Such Personal Property shall be and remain subject to this security interest of Lessor as security for payment of all Rent. Upon the occurrence of a Default, Lessor may, in addition to the remedies provided herein or by law, exercise those remedies granted to a secured party under the UCC. Tenant agrees to

execute, as debtor, such financing statement or statements as Lessor may now or hereafter reasonably request in order that such security interest may be perfected or continued pursuant to the UCC. The statutory lien for rent expressly is reserved; the security interest granted in Tenant's Personal Property is in addition and supplementary thereto.

36.2 Notwithstanding Section 36.1 above, Tenant shall have the right to grant and assign a mortgage or other security interest in all of Tenant's personal property located within the Premises to its lenders in connection with Tenant's financing arrangement, and any lien of Lessor against Tenant's personal property (whether by statute or under the terms of this Lease) shall be subject and subordinate to such security interest. Lessor shall execute such documents as Tenant's lenders may reasonable request in connection with any such financing

37. TRADE FIXTURES

37.1 All trade fixtures and equipment installed by Tenant in the Premises shall be new or completely reconditioned and shall remain the property of Tenant. Provided Tenant is not in default hereunder, Tenant may, at the termination of this Lease, remove any and all of Tenant's trade fixtures, equipment and other items of personal property not constituting a part of the Premises. Tenant must exercise this right before the Lease is terminated and shall repair, at Tenant's cost and expense, any damage to the Premises caused thereby. If Tenant shall fail to remove its trade fixtures or other property at the termination of this Lease or within ten (10) days thereafter, such trade fixtures and other property not removed by Tenant shall be deemed abandoned by Tenant and, at the option of Lessor, shall become the property of Lessor.

38. COUNTERPARTS

38.1 This Lease may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Lease to produce or account for more than one such counterpart.

39. NOTICES

39.1 Any notice required or permitted hereunder shall be given in writing by certified mail, return receipt requested, or by FEDEX or other national express mail service to the parties at the following addresses:

Lessor:
Storefront Eunice Marketplace LLC
301 Rue Beauregard, Suite C.
Lafayette, LA 70508
Telephone: (337) 261-5230
Fax: (337) 261-5705

Tenant: **JASON SMITH**
Address: **103 N. BOBCAT DR. EUNICE, La. 70535**
Telephone: **337-523-3418**
Fax:

39.2 Notices shall be deemed as given upon the date delivered or refused.

39.3 Any party may change its address or telephone number by giving written notice to the other parties at any time.

40. ATTORNEYS' FEES

40.1 If any action at law in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

41. GOVERNING LAW

41.1 This Lease is to take effect in Louisiana and is to be governed and controlled by the laws of that State.

42. CONDEMNATION

42.1 If, during the term, the Premises shall be taken as the result of the exercise of the power of expropriation or eminent domain or conveyed under threat thereof (hereinafter referred to as the

"Proceedings", this Lease and all right, title and interest of Tenant hereunder as to such affected Property(s) shall terminate on the earlier of taking of possession by the condemning authority or the date of vesting of title pursuant to such Proceedings reserving to Tenant the right to prosecute its claim for loss or leasehold advantage, for fixtures, moving expenses, and other losses and damages without impairing any rights of Tenant.

42.2

To the extent that a part of the Premises shall be taken or condemned, and that (a) the part so taken includes the Premises in the Shopping Center, or (b) the part so taken consists of 35% or more of the total parking area properly utilized by Tenant, or (c) such partial taking shall result in cutting off direct access from the Premises to any primary adjacent public street or highway, then and in any such event, Tenant may, prior to the date when possession of the Premises shall be required by the condemning authority, elect to terminate this Lease. In the event Tenant shall fail to exercise any such option to terminate this Lease or in the event that a part of the Premises shall be taken or condemned under said circumstances that Tenant has no such option, then and in either such event, this Lease shall continue in effect with respect to the portion of the Premises not so taken, with Lessor being responsible for repairing and restoring common areas and the building on the Premises and Tenant shall be responsible for repairing and restoring the balance, all to the condition existing prior to the condemnation. In either such event, Tenant may seek an independent award for partial condemnation or taking of its leasehold interest.

42.3


In the event of any termination of this Lease, or any part thereof, as a result of any such Proceedings, Tenant shall pay to Lessor all rent and all other charges payable hereunder with respect to that portion of the Premises so taken, apportioned to the date of such termination.

43. BROKERAGE COMMISSION

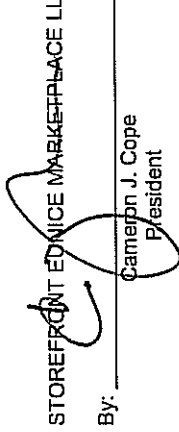
43.1 Lessor shall pay brokerage commission to Ryan Pecot of Stirling Properties equal to 1.5% of the base rent of the initial term of the lease upon execution of the lease and another 1.5% of the base rent upon Tenant's opening for business in the Premises. In the event that Tenant does not open for business in the Premises, such 1.5% commission paid upon execution is to be refunded by Stirling Properties to LESSOR.

IN WITNESS WHEREOF, the Lessor has signed this Lease on this ____ day of September, 2005, in the presence of the undersigned competent witnesses.

WITNESSES:

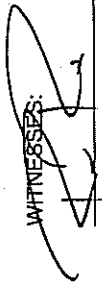


STOREFRONT EDNICE MARKETPLACE LLC

By: 
Cameron J. Cope
President

IN WITNESS WHEREOF, the Tenant has signed this Lease on this 2ND DECEMBER day of September, 2005, in the presence of the undersigned witnesses.

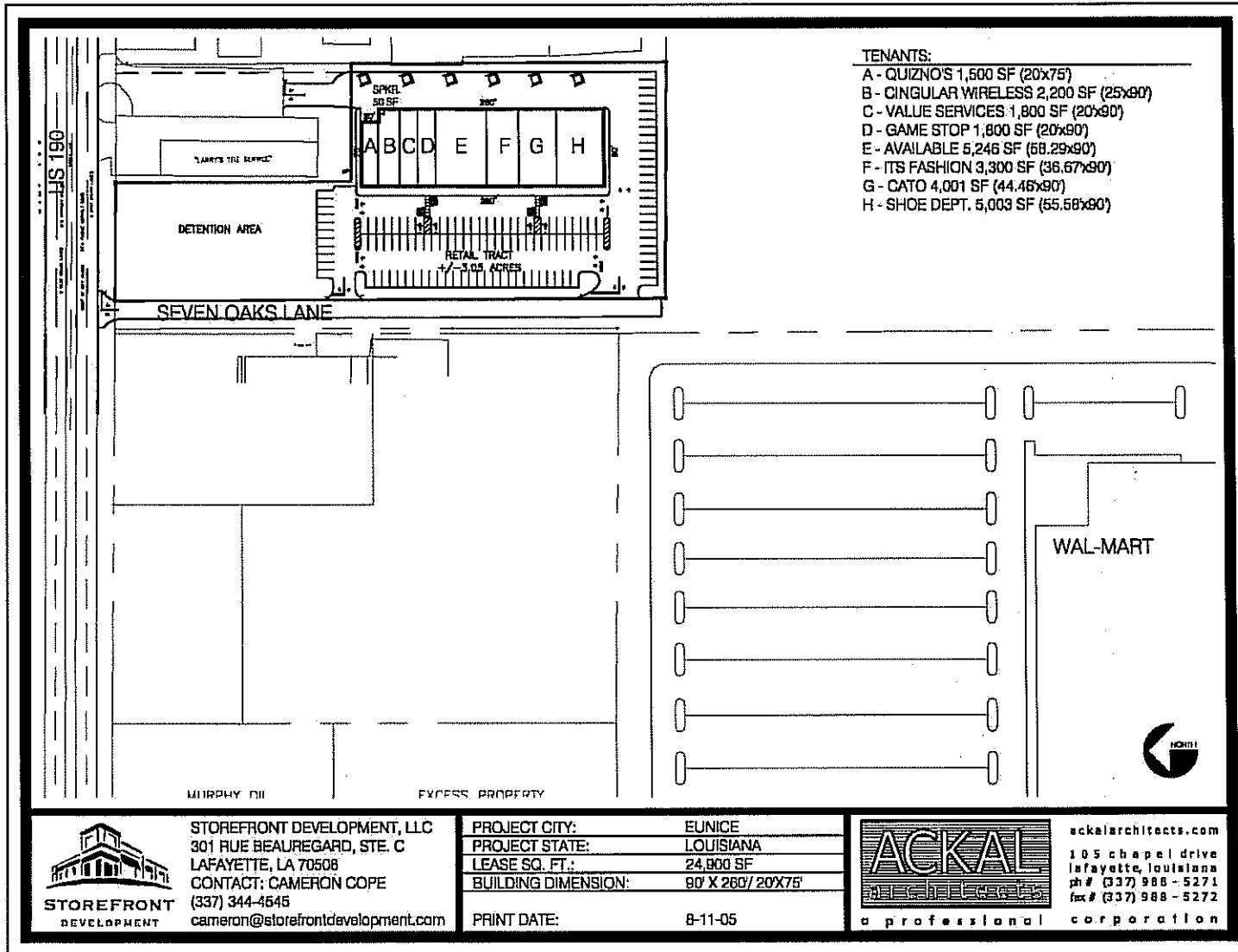
WITNESSES:



Quiznos Subs

By: 

EXHIBIT A
SHOPPING CENTER LAYOUT



STOREFRONT DEVELOPMENT, LLC
301 RUE BEAUREGARD, STE. C
LAFAYETTE, LA 70508
CONTACT: CAMERON COPE
(337) 344-4645
cameron@storefrontdevelopment.com

PROJECT CITY:	EUNICE
PROJECT STATE:	LOUISIANA
LEASE SQ. FT.:	24,900 SF
BUILDING DIMENSION:	90' X 260' / 20'X75'
PRINT DATE:	8-11-05



ackalarchitects.com
105 chapel drive
lafayette, louisiana
ph # (337) 988 - 5271
fax # (337) 988 - 5272

a professional corporation

EXHIBIT B

TERM/RENT COMMENCEMENT MEMORANDUM

Lessor: STOREFRONT EUNICE MARKETPLACE LLC
Tenant: Quiznos Sub
PREMISES: 1800 square feet at 1622 Highway 190 Eunice, LA 70535.
DATE: _____

Lessor and Tenant hereby agree and stipulate that the term and rent Commencement Date, as defined in and determined in accordance with the Lease, dated September _____, 2005 between Storefront Eunice Marketplace LLC and Quiznos Sub for the Premises described above is hereby stipulated for all purposes to be _____.
Tenant must notify Lessor five (5) days in advance of opening for business. Failure to notify the Lessor will be considered an event of default.

Lessor: STOREFRONT EUNICE MARKETPLACE LLC
By: _____
Cameron J. Cope
President

Tenant: Quiznos Sub
By: _____

EXHIBIT C

DESCRIPTION FOR STANDARD WHITE BOX

DIVISION 1 – GENERAL REQUIREMENTS

- Weather tight shell building.
- ADA accessible route to tenant space.
- Restroom – Plumbing fixture count per code requirements. ADA accessible restroom with toilet, lavatory, grab bars, mirror, toilet paper holder, VCT flooring, vinyl base board, primer painted walls, light fixture and exhaust fan.

DIVISION 2 – SITE WORK

- Water and Sewer tap to shell building service.
- Natural gas service – Not Applicable – may be specified for restaurant tenants only.
- Grease trap – Not Applicable – may be specified for restaurants tenants only.
- Dumpster pad – per "Exhibit A" – Shopping Center Layout.

DIVISION 3 – CONCRETE – FOR BUILDING

- Concrete floor slab – minimum 4" thick ready for tile or carpet.

DIVISION 8 – DOORS AND WINDOWS

- Front door – single 3' x 7' store front entry door for 2500 S.F. or less. Pair 3' x 7' store front entry doors for 2500 S.F. or more.
- Rear door – 3' x 7' insulated hollow metal door(s) with panic hardware per code egress requirements.
- Storefront – 10' high clear single pane store front system with vertical mullions at 5' O.C., horizontal mullion at 3' A.F.F. and tempered glass per code requirements.
- Interior doors – Hollow metal doors and metal frames.
- Door hardware – hinges, threshold, weather stripping, door stop, silencers as required.
 - Rear door – exit device and closer.
 - Front door – push/pull bar, security cylinder with thumb turn, closer.
 - Restroom door – privacy lever lockset or push/pull.
 - Stockroom door – entry lever lockset and closer.

DIVISION 9 – FINISHES

- Demise walls – 3 5/8" metal framed fire rated wall assembly from finish slab to bottom of roof deck per code requirements.
- Interior partitions – Gypsum board (sheet rock) walls primed & paint ready: mud taped, sanded, and primed.
- Suspended ceiling – 2' x 4' x 15/16" exposed 'T' grid (white), & 2' x 4' x 5/8" humagard fissured tile.

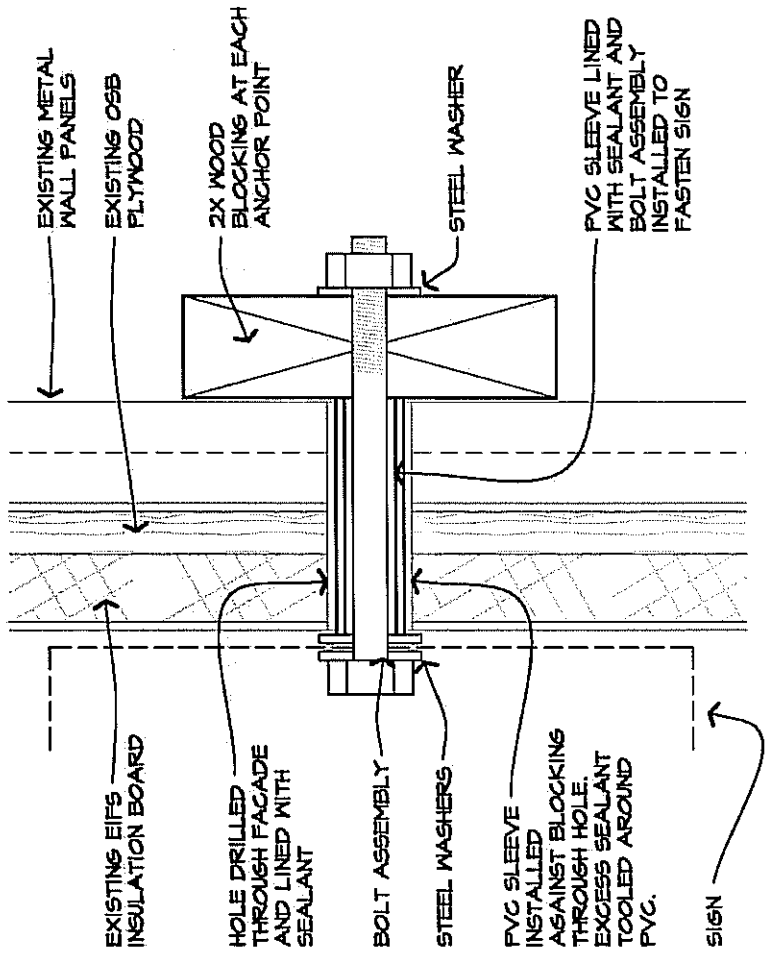
DIVISION 15 – MECHANICAL

- HVAC system and ductwork – 1 ton for every 350 S.F.
- 10 gallon electric water heater tank service for restroom only.
- Automatic fire protection sprinkler system – sprinkler head layout in ceiling tile per code requirements.

DIVISION 16 – ELECTRICAL

- Electrical service – 200 amp 120/208 volt, 3 phase, 4 wire service with a 42 space distribution panel.
- Telephone – empty conduit from house phone pedestal, empty conduit in wall up to accessible ceiling and phone backboard.
- Electrical receptacles – approximately one for every 20' of interior partitions.
- Time clock and junction box for façade sign.
- Interior Light Fixtures – 2x4 lay-in, four bulbs, fluorescent fixtures, 1 for every 70 S.F.
- Fire alarm system – equipment and fixtures per code requirements.

EXHIBIT D



SIGN ANCHOR DETAIL

SCALE: 1/2"=1"

NOTE:
THE PVC SLEEVE SHALL BEAR THE COMPRESSION GENERATED BETWEEN THE BLOCKING AND SIGN BOLT ASSEMBLY. NO COMPRESSION SHALL BE TRANSFERRED DIRECTLY TO THE EIFS OR METAL PANELS BY THE BOLT ASSEMBLY.

EXHIBIT E

RULES AND REGULATIONS

- (1) Lessor reserves the right of access to the face of the exterior walls and the roof, and further reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires leading through the Premises at times and in locations determined solely by Lessor, so long as the same do not materially interfere with Tenant's use thereof.
- (2) Lessor may designate specific areas in which cars used by Tenant, its concessionaires, officers, employees and agents must be parked, and in that regard Tenant shall, upon request, furnish to Lessor the license numbers of the cars operated by such persons.
- (3) Neither Tenant nor its agents shall solicit business in the parking lot or other Common Area without Lessor's prior written consent.
- (4) All garbage and refuse shall be kept in containers provided by Tenant. Tenant shall provide a service for picking up refuse and garbage and assume the costs of such service. Tenant shall maintain all common loading areas in a clean manner satisfactory to the Lessor.
- (5) No radio, television, roof top or exterior wall aerial or other similar device shall be installed within or upon the Premises without Lessor's prior written consent. Any such installation made without prior written consent shall be subject to removal by Lessor without notice at any time, and without liability for damage caused by such removal.
- (6) No loudspeakers, televisions, phonographs, radios or other devices shall be used, heard or seen outside of the Premises without the prior written consent of Lessor.
- (7) Tenant shall maintain the inside of the Premises at a temperature sufficiently high enough to prevent freezing of water pipes inside the Premises.
- (8) Tenant shall not burn any trash or garbage of any kind in or about the Premises, the Shopping Center or the immovable property upon which the Premises is situated.
- (9) The exterior areas immediately adjoining the Premises shall be kept clean and free from ice, dirt and rubbish by Tenant to the satisfaction of Lessor, and Tenant shall not place or permit any obstructions or merchandise in such areas.
- (10) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be placed therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.
- (11) Tenant shall use at Tenant's cost a qualified pest extermination contractor, whose services shall be scheduled so as not to reasonably interfere with the operation of the Shopping Center.
- (12) Tenant shall not (i) display any merchandise or maintain any stands in front of the Premises or the Shopping Center; (ii) erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show windows of any other Tenant in the Shopping Center, or interfere with any such other Tenant's business; (iii) create or maintain, or allow others to create or maintain, any nuisances including, without limitation, loud noises, sound effects, offensive odors and smoke or dust in or about the Premises; (iv) place or maintain any signs in any parking area or other Common Area serving the Premises; (v) suffer, permit or commit any waste with respect to the Premises or any portion thereof; or (vi) maintain or allow to be maintained any excessively bright lights, or any changing, flashing or flickering lighting or similar devices, the effect of which will be visible from the exterior of the Premises; (vii) display a portable sign.
- (13) Tenant shall not conduct within the Premises any fire, auction, bankruptcy, "going out of business", "lost our lease" or similar sales.