

SITE EVALUATION FOR TRADITIONAL SITES

STORE #: 9697 FA Effective Date: 7/15/2005 Date Prepared: 11/29/2005

FRANCHISEE NAME: <u>Angela Colombo</u>	COMPANY: <u>TBD</u>
PHONE #'s OFFICE: <u>0</u> FAX: <u>0</u>	HOME: <u>504 874-8805</u>
HOME ADDRESS: <u>3836 Lake Lynn Drive, Gretna, LA 70056</u>	DDM ZONE: <u>Zone 3 - East</u>
FRANCHISEE EMAIL: <u>apcolombo@earthlink.net</u>	DDM REGION: <u>Southeast</u>
QUIZNOS' BROKER: <u>John Moss</u>	DDM MARKET: <u>New Orleans</u>
BROKER PHONE #: <u>504 523-4481</u>	DDM PHONE #: <u>504 957-1363</u>
BROKER FAX #: <u>504 523-4475</u>	PREPARED BY: <u>Joe Mann</u>

LOCATION:

8160 Belle Chasse Hwy #2 Bell Chasse, LA 70037 Plaquemines Parish 0
Street Address Suite City, State Zip County Cross Street

Hwy. 23, LLC B. Clark Heebe 985 809-1905 jheebe@aol.com
Landlord/Developer Contact Name Phone Email Address

Bell Chasse S.C. 0 0 0
Project/Site Name Construction Contact Name Phone Email Address

TRADE AREA TYPE: <u>Suburban</u>	CURRENTLY VACANT: <u>Yes</u>
SITE TYPE: <u>Shopping Center</u>	FACILITY TYPE: <u>In line</u>
CURRENT/PRIOR USE: _____	Office
DAYS OF OPERATION: <u>7</u>	PATIO AVAILABLE: <u>No</u>
GREEN SITE: <u>NO</u>	HOW MANY SEATS? _____

SIZE:

Dimensions of premises: 22.8 ft. of frontage x 69.1 ft. of depth = 1,780 Total SF
 Total GLA of Center: 15,000 100% Percent leased

SIGNAGE:

STANDARD Q SIGN	<u>Yes</u>	_____ Dimensions	_____ of frontage
PYLON/MONUMENT	<u>No</u>	_____ Dimensions	_____ How high?
DIRECTORY SIGN	<u>No</u>	_____ Dimensions	
WINDOW NEONS	<u>Yes</u>		
STANDARD AWNING	<u>No</u>	_____ Dimensions (3 dimensions)	

ZONING/PERMITS:

CURRENT ZONING: commercial
 SPECIAL USE/VARIANCE: Not Required How long for Building Dept. approval? 14 days
 If required, describe _____

PROPOSED LEASE SUMMARY:

Landlord Turnover Date: <u>1/1/2006</u>	Base Rent - Yr. 1	\$	1,950.58	per month
Rent Commencement Date: <u>6/1/2006</u>	Base Rent - Yr. 2	\$	1,950.58	per month
Projected Opening Date: <u>4/1/2006</u>	Base Rent - Yr. 3	\$	1,950.58	per month
Redius Clause: <u>No</u>	Base Rent - Yr. 4	\$	1,950.58	per month
Exclusive Use: <u>Yes</u>	Base Rent - Yr. 5	\$	1,950.58	per month
Approved Signage Attached: <u>Yes</u>	CAM - Yr. 1 Est.	\$	148.33	per month
Quiznos Addendum Attached: <u>Yes</u>	Taxes - Yr. 1 Est.	\$	111.25	per month
Tenant takes space "As-Is" <u>Yes</u>	Insurance Est.	\$	74.17	per month
Landlord TI Allowance: <u>N/A</u>				
Rent Abatement: <u>\$4,000.00</u>	Describe			

i.e. half rent for 12 months

TRADE AREA:

TRADE AREA TYPE: Suburban
 SOURCE - BUSINESS LUNCH: residential and commercial traffic
 SOURCE - BUSINESS LUNCH: same
 POSITIVE FEATURES OF SITE: _____
 NEGATIVE FEATURES OF SITE: _____

TRAFFIC COUNTS: 8160 Belle Chasse Hwy #2 25,000 35
Main Street Name # cars/avg. weekday speed limit
0
Cross Street Name # cars/avg. weekday speed limit

ACCESS: RATING: Excellent
 LEFT TURN IN: Yes
 LEFT TURN OUT: Yes
 MEDIANS: Yes

VISIBILITY: Distance in total linear feet storefront is visible from:
 NORTH: 1000 EAST: 1000
 SOUTH: 1000 WEST: 0

PARKING: Quiznos spaces available: none Shared parking sufficient: Yes

DEMOGRAPHICS:
 Attach copy of full demographic report to site package.

	<u>1-mile</u>	<u>2-mile</u>	<u>3-mile</u>
Primarily a drive-to site			
Residential Population	<u>4,416</u>	<u>7,774</u>	<u>28,525</u>
Median Household Income	<u>\$ 61,669</u>	<u>\$ 55,367</u>	<u>\$ 48,692</u>
Daytime Population	<u>1,407</u>	<u>3,581</u>	<u>10,671</u>
Primarily a CBD walk-to site			
Daytime Population	<u>1/4 mile</u>	<u>1/2 mile</u>	<u>1-mile</u>

OTHER QUIZNOS LOCATIONS/SITES:

Location _____	-	Distance: _____	<u>0</u> miles
Location _____	-	Distance: _____	<u>0</u> miles
Location _____	-	Distance: _____	<u>0</u> miles
Location _____	-	Distance: _____	<u>0</u> miles

The undersigned hereby requests approval of the above site. The undersigned acknowledges and agrees that:
 a. His/Her approval of such site is not a result of any representations regarding projected sales volumes, market potential revenues, or Profits made by Franchisor's employees, agents, consultants, Area Directors, or representatives.
 b. He/She has had the opportunity to obtain legal, financial, and other expert advice prior to the approval of such site.

The undersigned makes the following independent estimates relating to the subject site:

1. Leasehold Improvements:	<u>\$ 70,000</u>	(Leasehold improvements less LL contribution)
<small>(Note: All costs including, but not limited to, franchise fee, leasehold improvements, furniture, fixtures, equipment, signage, deposits, working capital, training, legal, architecture, attorneys, etc.)</small>		
2. Total Project Costs:	<u>\$ 200,000</u>	
3. Total Financing:	<u>\$ 130,000</u>	Term: <u>10 Yrs.</u> Int. Rate: <u>7.00%</u>
Lender's Name:	<u>\$</u>	Payment: <u>\$ 1,509.41</u>

The undersigned also understands that an acceptance of the site and Site Submittal Package by Franchisor, its Area Director, employees, or representative does not mean that Franchiser agrees with and/or approves any or all of the undersigned's cost estimates, construction estimates, or terms and conditions of the lease or contract to buy the location. Nor does it constitute a recommendation, endorsement, warranty, or guaranty of the suitability of the location, and the undersigned has taken all steps necessary to ascertain that such location is acceptable to the undersigned.

Submitted on this 29 day of November by:

Angela Colombo
Franchisee's Signature

Angela Colombo
Print Name Site Evaluation

ACKNOWLEDGEMENT AND RELEASE FORM

The undersigned, individually and as Franchisee, under a Franchise Agreement dated 7-15, 2005 (the "Franchise Agreement") by and between the undersigned and Quizno's Franchising II LLC or its successors, assigns or affiliates ("Franchisor") hereby states as follows:

1. All capitalized terms used herein shall have the same meaning as ascribed thereto in the Franchise Agreement.

2. The undersigned acknowledges that the Franchisor or its agents or employees, including Franchisor's Area Director, may have entered into preliminary discussions or negotiations concerning the economic or other material terms of a possible lease for property or space on or in which the Franchised Business facilities may be located, and may have prepared or provided the information in a Site Submittal Package or other form of information relating to the subject site, which premises are located at BIGOBELLE CHASE HWY. Franchisee further acknowledges that no lease or binding agreement to enter into a lease has been executed or agreed to by Franchisor and that, pursuant to the Franchise Agreement, Franchisee will undertake negotiation of any such lease and is not bound by any preliminary discussions or negotiations engaged in by Franchisor or its agents and employees. The undersigned acknowledges that the final lease may contain certain provisions that create additional risks to the Franchisee, including but not limited to the following:

- (a) Risks associated with high rental amounts, and the corresponding minimum monthly sales volume necessary to fulfill the undersigned's initial expenses and ongoing expenses. Please refer to the Real Estate/Design and Construction Workbook (the "Workbook").
- (b) Risks associated with a lease term that is less than the term of the Franchise Agreement. The lease may expire before the Franchise Agreement. The undersigned acknowledges that it may have to relocate the store to another location at its sole cost and expense, and subject to Franchisor's prior approval of the new location. As a result thereof, the undersigned would likely incur significant expense, including build out of another store.
- (c) Risks associated with a site location in an area containing population that is below Quiznos corporate standards, causing an adverse effect on the monthly sales volumes needed to fulfill initial expenses and ongoing expenses. Please refer to the Workbook.

The undersigned acknowledges that there may be other risks not mentioned herein, and that despite such risks, the undersigned would like to proceed with the operation of a Quiznos Sub restaurant at the above-referenced location.

3. The undersigned acknowledges and agrees that when the undersigned's proposed Lease is submitted to Quizno's for approval it must be accompanied by an equipment deposit check made payable to Source One Distribution LLC ("SOD") (currently in the amount of \$35,000). If the Lease is not accompanied by the SOD check, Franchisor must receive the check no later than 28 days from the date Franchisor receives the Lease. The undersigned further acknowledges and agrees that if the SOD check is not received within the 28 days, undersigned will be in default under the Franchise Agreement and Franchisor will be entitled to transfer the undersigned's site to another franchisee without notice to the undersigned. In the event the Lease relates to a new construction site, Franchisor will verify that the site is new construction and the SOD deposit check must be received by Franchisor prior to the undersigned being scheduled for training (QU 102). Also in the case of new construction sites, if the SOD deposit check is not received prior to the date the undersigned would otherwise be able to be scheduled for training, the undersigned will be in default under the Franchise Agreement and Franchisor will be entitled to transfer the undersigned's site to another franchisee without notice to the undersigned.

4. The undersigned further acknowledges that although Franchisor or its agents or employees, including its Area Director, may have been involved in approving site(s) for the location of the Franchised Business facilities, Franchisee has assumed sole and full responsibility for final site selection and approval. Franchisee understands that each possible site is unique and provides different risks and benefits, which may affect the success of the Franchised Business. Franchisee further understands that as part of analyzing the location, it is Franchisee's responsibility to meet with the local city planner to determine that there are no street, highway, interchange, city, or other planned changes that would negatively affect the location. Franchisee hereby releases and forever discharges Franchisor, its affiliates, and its Area Director and the officers, directors, shareholders, members, partners, employees, counsel and agents of each, from any loss, cost, claim, liability or expense arising out of or relating to the selection of or Franchisor's approval of the location and/or lease for the Franchised Business or the suitability of such location for the successful operation of the Franchised Business.

5. THIS PROVISION APPLIES ONLY IF THE FRANCHISEE INTENDS TO SUBLEASE PURSUANT TO, OR ACCEPT AN ASSIGNMENT OF, AN EXISTING LEASE NEGOTIATED BY OR ON BEHALF OF FRANCHISOR OR ITS AFFILIATES(S): In the event the undersigned intends to sublease the Franchised Business facilities from Franchisor or its affiliate or Area Director or accept an assignment of the tenant's interest in a lease entered into by Franchisor or its affiliate or Area Director, the undersigned acknowledges that although Franchisor or one of its agents negotiated the terms and provisions of the existing lease, Franchisee has independently investigated the suitability of the location of the premises in questions for location of the Franchised Business facilities and determined that such premises are suitable. In addition, Franchisee has been afforded the opportunity to review the existing Lease (and, if applicable, sublease) and, if so desired, to have Franchisee's attorney or other consultants review it and has found all of the terms and provisions thereof to be acceptable. Franchisee has been notified that it is in Franchisee's best interest to fully and independently review the proposed location with advisors or consultants of its choosing and Franchisee is not relying on any representation, warranties or information provided by Franchisor (other than the Lease) in determining to proceed as assignee or subtenant. Accordingly, Franchisee hereby releases and forever discharges Franchisor, its affiliates, and its Area Director and the officers, directors, shareholders, members, partners, employees, counsel and agents of each from any loss, cost, claim, liability or expense arising out of or relating to the selection of the location for the Franchised Business, the suitability of such location for the successful operation of the Franchised Business and the negotiation of or including of any provision in the existing lease.

6. The undersigned acknowledges and agrees that the success, if any, of a given location of a Quiznos Sub restaurant is the responsibility of the Franchisee and no representations or statements of actual, average, projected or forecasted sales, profits or earnings for a particular demographic area are provided to prospective franchisees by the Franchisor or its representatives. Neither officers, agents, consultants, Area Directors, or employees of the Franchisor are authorized to make any claims or statements as to the prospect or chances of success that any prospective Franchisee can expect at a particular Quiznos Sub restaurant location nor will information be given on past or recent achievements of franchisees, other than summary sales reports routinely provided to all franchisees. The Franchisor specifically instructs its personnel, agents, consultants, Area Directors, or employees, that they are not permitted to make such statements as to the prospects or chances of success at a particular location, nor are they authorized to represent or estimate dollar figures as to a given store's operation. The Franchisor recommends that prospective Franchisees make their own survey of existing Quiznos Sub stores (other than those owned by the Franchisor or one of its employees or agents) and judge their general operation procedure. The information supplied by existing franchise holders should allow the prospective Franchisee to determine whether or not they are profitable.

The undersigned hereby represents and warrants that it has freely and voluntarily executed this Acknowledgement and Release as of the 29 day of

November, 2005.

By: Angela Colombo
Franchisee Signature

Print Name: Angela Colombo



Letter of Intent Franchise Location

1. **TENANT:** To be determined d.b.a. QUIZNOS SUB
2. **LANDLORD:** Hwy.23,LLC.
3. **PREMISES:** Commonly known as: 8160 Belle Chase Hwy. #2
Street Address Suite #
City of: Belle Chase County of: Plaquemines Parish
State of: LA Zip Code: 70037
Description strip center
4. **SIZE:** Approximately 1780 square feet.
5. **DIMENSIONS;** 22'8" ft. frontage x 69'10" ft. depth
6. **TERM:** 5 years 7. **OPTIONS:** 2 five year options
8. **POSSESSION DATE:** _____
7. **RENT:**

Years 1-5: <u>\$13.15 psf</u>	<u>\$1950/month</u>
Years 6-10: <u>\$14.46 psf</u>	<u>\$2145/month</u>
Years 11-15: <u>\$14.46 psf + increase based on CPI</u>	<u>\$2145/month+CPI increase</u>
8. **EXPENSES:** Tenant is responsible for pro rata portion of Taxes, Insurance, and CAM. Estimated at \$2.25 psf
9. **PERMITTED USES:** Tenant shall have the right to use the Premises for purposes of 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 use an outdoor eating area, if available. 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. Tenant may make nonstructural alterations and improvements to the interior of the Premises of \$10,000 or less per alteration without Landlord's prior consent, provided the work is performed in a good and workmanlike manner. Tenant may close its business once every 5 years for up to thirty (30) days, with all rent abated, to refurbish and redecorate the Premises.
10. **CONSTRUCTION PERIOD:** ~~Tenant shall have ninety (90) days from the date of obtaining applicable building permits to complete improvements to the space (hereinafter "Construction Period"). During this Construction Period no rent or expenses will be due. Landlord will cooperate with Tenant's efforts to obtain permits and approvals.~~
11. **RENT COMMENCEMENT:** Payment of rent shall commence 150 days from delivery of premises.
12. **SECURITY DEPOSIT:** Tenant shall pay to Landlord upon the issuance of applicable building permits a security deposit of \$1950.00. So long as Tenant is not then in default, the security deposit will be refunded to Tenant at the end of the first lease year.

13. **SIGNS:** Landlord hereby grants and approves the following signage:

1. Opening Signage. Tenant shall have a license 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 (8) weeks following the opening; and
2. Permanent Signage. Landlord agrees to allow Tenant to use the standard QF sign and awning package to the maximum size permitted by local governmental authorities.
3. Window Signs/Door Handle. Tenant shall be permitted to display signs and promotional items in the windows of the Premises, including permanent neon signs, provided the same are consistent with Quizno’s national standards. Tenant shall be permitted to install a Quizno’s standard door handle on the entry door(s) to the Premises.
4. ~~Pylon/Monument/Directory Sign. Tenant shall be provided with a panel on the Shopping Center pylon/monument/directory sign, and shall be permitted to install a Quizno’s standard sign, including logo, on such panel.~~

14. **EXCLUSIVE:** Throughout the Term, as it may be extended under the terms of this Lease, Tenant shall have the exclusive right in the Shopping Center to engage in the sale of delicatessen and submarine type sandwiches. Landlord shall not allow any other 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.

15. **PATIO:** Tenant shall have right to use the common areas adjacent to the subject premises for an outdoor eating area, as long as such use complies with local zoning codes and ordinances.

16. **IMPROVEMENTS:** Landlord shall provide the improvements as set forth on the Quizno’s Standard Shell attached hereto, and a tenant improvement allowance equal to \$__0.00__ per square foot. Landlord shall provide to Tenant as-built blueprints of the Premises. Tenant accepts space in as is condition.

17. **BROKER'S FEES:** John Moss, 504-523-4481

Landlord shall pay all commissions/fees due the above listed broker(s) per a separate agreement between Landlord and broker(s).

18. **TENANT'S CONTINGENCIES:**

- A. Approval of site, final lease, and final sign and awning package by Quizno’s Franchising LLC prior to lease execution. Awning must receive LL’s approval
- B. Receipt of building and sign permits from local issuing authority to construct the Premises for Tenant's intended use.

19. **NO RADIUS/RELOCATION CLAUSES:** Any radius restrictions or relocation provisions in the Lease will be deleted.

20. **ASSIGNMENT PROVISIONS:** Tenant shall agree to attorn to any assignee of Landlord provided such assignee will agree not to disturb Tenant's possession of the Premises. Tenant shall have the right to assign this Lease or sublet the Premises, without charge and without Landlord's consent being required to Quizno's Franchising LLC ("QF"), or its parent, subsidiaries or affiliates (QF, its parent, subsidiaries and affiliates are each referred to herein as a "QF Entity" or "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 Landlord'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.
21. **HAZARDOUS MATERIALS:** Landlord represents and warrants that the Premises are free of all asbestos, asbestos containing materials and other hazardous or toxic materials (collectively, "Hazardous Materials"). Tenant shall have no obligation to make any repairs, alterations or improvements to the Premises or incur any costs or expenses whatsoever as a result of Hazardous Materials in or about the Shopping Center, Building or the Premises, other than those Hazardous Materials brought onto such areas by Tenant. Landlord shall be solely responsible for any changes to the Premises relating to Hazardous Materials (at Landlord's expense and not as a charge to Tenant's build out allowance), unless those Hazardous Materials were brought onto Premises by Tenant. Landlord shall indemnify and hold Tenant harmless from and against all liabilities, costs, damages and expenses which Tenant may incur (including reasonable attorneys' fees) as a result of a breach of Landlord's representation and warranty set forth in this paragraph or the presence of Hazardous Materials in or about the Shopping Center, Building or the Premises, unless those Hazardous Materials were brought onto such areas by Tenant.
22. **NOTICE AND CURE RIGHTS:** Landlord agrees to give Franchisor written notice of any Tenant defaults as a prerequisite to exercising any remedies against Tenant under the Lease. Franchisor shall have Tenant's cure period plus an additional 10 days (but in no event less than thirty (30) days total) to cure (at the 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 the Lease in full force and effect. In the event Franchisor thereafter executes on its security interest in the 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 the Lease; provided, however, the Franchisor shall thereafter have the right to assign the Lease on Tenant's behalf, without charge and without Landlord's consent being required, to an authorized franchisee. Notice to Franchisor shall be addressed as follows:
- Quizno's Franchising LLC
1475 Lawrence Street, Suite 400
Denver, CO 80202
Attn: Legal Department
23. **TENANT FINANCING:** Tenant shall have the right from time to time 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 arrangements, and any lien of Landlord against Tenant's personal property (whether by statute or under the terms of this Lease) shall be subject and subordinate to such security interest. Landlord shall execute such documents as Tenant's lenders may reasonably request in connection with any such financing.
24. **LANDLORD WARRANTIES:** Landlord represents, covenants and warrants: (i) that it has lawful title to the Shopping Center and has full right, power and authority to enter into this Lease; (ii) that the Shopping Center is in compliance with the Americans with Disabilities Act ("ADA"); (iii) that the permitted "use" of the Premises

does not currently violate the terms of any of Landlord's insurance policies; (iv) that it currently maintains all risk of physical loss coverage for the full replacement cost of the Shopping Center and shall maintain throughout the term of this Lease general liability insurance coverage for the Shopping Center consistent with that being maintained from time to time by reasonably prudent owners of properties similar to the Shopping Center in the same area; (v) that so long as Tenant pays all monetary obligations due under this Lease and performs all other covenants contained herein, Tenant shall peacefully and quietly have, hold, occupy and enjoy the Premises during the term of this Lease and its use and occupancy thereof shall not be disturbed; and (vi) that the Shopping Center has the proper zoning and a legally adequate number of parking spaces for Tenant's permitted use. Landlord covenants and agrees that it shall take no action that will interfere with Tenant's intended usage of the Premises. Landlord shall indemnify and hold harmless Tenant and its officers, partners, agents and employees from and against any loss, cost, liability, damage or expense arising out of (x) Landlord's operation of the Shopping Center, (y) Landlord's breach in the performance of any of its obligations under this lease or (z) any violation of law by Landlord or any other act or omission of Landlord or its contractors, agents or employees. The foregoing indemnification shall survive expiration or termination of this Lease.

25. **ADDITIONAL PROVISION:** Landlord covenants and agrees that the total of all rental payments and any and all sums, excluding the Minimum Rental Payment and the Percentage Rental Payment, that Tenant is required to pay under Lease (the "Occupancy Costs") will not exceed \$ 0.00 per square foot per annum (the "Occupancy Cap") during the first calendar year of the Lease. In the event the actual Occupancy Costs during the first full calendar year exceed the Occupancy Cap, the amount of such overage shall be waived for the first year and treated as an expense stop thereafter (i.e. the amount of the overage shall be subtracted from the actual Occupancy Costs each year thereafter during the term of the Lease and any extensions thereof.)
26. **EXPIRATION OF PROPOSAL:** This proposal shall remain in force for 14 days from the Tenant's date of this proposal. Should this Letter of Intent meet with the approval of Landlord, Landlord shall return an executed copy of this document to Tenant within such time period. ~~Landlord agrees not to discuss or negotiate towards leasing the Premises to anyone other than Tenant for sixty (60) days after Landlord approves this Letter of Intent.~~ Landlord and Tenant each hereby agree to negotiate the terms and provisions of a Lease consistent with this Proposal within said sixty (60) day period.
27. **COMMUNICATIONS SYSTEM:** Notwithstanding anything to the contrary in this Lease, Landlord 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 roof of the Premises, a satellite communications system (the "satellite system"), including antenna and related equipment. The satellite system shall be installed at no cost to Landlord, and in accordance with all applicable laws, rules and regulations. Additionally, Tenant shall defend, indemnify, and hold Landlord harmless from and against any claims, costs or expenses incurred by Landlord as a result of such installation by Tenant. Tenant shall be solely responsible for the maintenance and repair thereof, at 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.
28. **RETURN OF EXECUTED LEASE:** Landlord agrees to return a fully executed original Lease within 10 days of execution to Tenant, with a copy to:

Quizno's Franchising LLC
1475 Lawrence Street, Suite 400
Denver, CO 80202
Attn: Leasing Department



LANDLORD AND TENANT ACKNOWLEDGE THAT THIS PROPOSAL IS NOT A LEASE, AND THAT IT IS INTENDED AS THE BASIS FOR THE PREPARATION OF A LEASE. THE LEASE SHALL BE SUBJECT TO LANDLORD'S AND TENANT'S APPROVAL, AND ONLY A FULLY EXECUTED LEASE SHALL CONSTITUTE A LEASE FOR THE PREMISES.

The undersigned Tenant hereby acknowledges receipt of a copy of this Letter of Intent.

Date: 11-29-05

Address for Notices:

Telephone: _____

TENANT: *Angela Colombo*

By: *A.P. Colombo, L.L.C.*

Title:

By:

Title:

Landlord hereby approves this Proposal. Landlord hereby acknowledges receipt of a copy of this Letter of Intent.

Date: _____

Address for Notices:

Telephone: _____

LANDLORD:

By:

Title:

By:

Title:



Quiznos Real Estate Committee Checklist

Use the following checklist when preparing a site submittal package for review. Failure to provide any of the items below will cause the review of the site to be put off until the complete package is submitted. This sheet should also be included as a component of the site submittal package.

Basic Site Information

Store # 9697 Franchisee Name Angela Colombo

Store Name Bell Chasse S.C. AD/HP Name Joe Mann

- This is a replacement site for one which is now dead
- This is a reopen of prior store. Prior store number:
- This site was previously approved as store number:

Site Submittal Package Components

- Quiznos Site Scoring Form
- Site Evaluation (including Authorization and Release) signed by Franchise Owner
- Site Evaluation - AD Form signed by AD/HP
- Fully Negotiated Letter of Intent
- Landlord Delivery Conditions (or TI Provision); reviewed with Franchise Owner
- 10 year rent & CAM schedule
- Standard Demographics Package
- Concentric Ring study (only necessary if another Quiznos exists within 2.0 miles or 4 blocks for a CBD site)
- Site Plan (designating space)
- Video of site, showing the following:
 - (a) the storefront
 - (b) the storefront within the center as a whole
 - (c) a look up and down the rest of the center (or nearby stores within two blocks) showing the neighbors
 - (d) a look up and down the main street, showing nearby stores
 - (e) means of egress into the center
 - (f) traffic
 - (g) all signage for the site (as seen from the road)
 - (h) the route to the nearest Quiznos (unless no Quiznos exists within 5 miles)
- Still Pictures: (a) the storefront, and (b) the site from the street
- Lease Information Form
- Lead Sheet *
- Quiznos Addendum (or appropriate language in the LOI)
- Sales needed to meet Debt/Rent ratio \$ 303,499.49
- SOADS Conference Call Appointment Form *

Note: The Equipment Deposit Fee and the Lease Review Fee are not required prior to site approval but they should be submitted promptly to avoid delaying lease approval or execution.

Approvals

Regional Vice President	Date:
Alex Kury	Date: <u>12-1-05</u>
Development	Date:
Operations	Date:
Zone Leader (If Necessary)	Date:

Zone Leader approval is necessary if any of the following are true:

- Estimated project costs are \$250K or higher
- Sales needed to meet Debt/Rent ratio is greater than \$550K
- Another Quiznos exists within 1.5 miles (suburban) or 3 blocks (CBD)
- Site is less than 1,000 square feet or over 2,000 square feet
- Site will not be open 7 days a week during standard Quiznos hours
- Total Score for the site is below 60

*** RVP Instructions:**

On the day that this site is approved, please fax the following forms to SOADS

1. Lead Sheet
2. SOADS Conference Call App't Form

SOADS Fax: 303-893-5784
(Then send the full packet to Denver.)

SITE SCORING FORM

Store Number 9697
 Location Name Bell Chasse S.C.
 Address 8160 Belle Chasse Hwy #2
 City Bell Chasse
 State, Zip LA, 70037

Nearby Quiznos Locations

Other Quiznos sites within 5 miles (include sites under development and sites not sold)
If a site exists within 2.0 miles (4 blocks for a CBD site), you must create a concentric circle analysis

Miles Away	Store # or Map #	Store Name/Town	AUV (if open)

Total Score Calculation

Visibility
 Competition
 Position in Trade Area
 Demographics Score (from Demos@Quiznos.com)
 Total Score

Score	Weight	Total Score
5	4.7	24
5	4.1	21
4	3.7	15
2.3	7.6	17
		76

Total Score	Approval Requirement
60 +	Real Estate Committee
Under 60	Zone Leader

Other Site Characteristics

Anchor / Co-Tenant Quality
 Access
 Parking
 Green Site
 Major Competitors

Score	Explanation (if score is <3 or if Site is Green)
4	
5	
5	
no	

Subway, McDonald's, Wendy's, Burger King

Anchor Tenants

TOTAL LEASE CALCULATIONS

Store # 9697
 FZE: Angela Colombo
 Store Name: Bell Chasse S.C.
 Leasable SF: 1,780
 Assumption #1: Add'l rent estimates increased by 10% every 5 yrs. change formula as needed
 Initial Term: 5 years
 # of Options: 2 periods
 Option Period: 5 years each
 Percentage Rent: No
 If yes, enter %

Year	Net Rent (PSF)	CAM (PSF)	Taxes (PSF)	Insurance (PSF)	Monthly Rent	Monthly NNNS	Total Monthly Occ. Costs	Total Annual Rent	Total Annual NNNS	Total Annual Occ. Costs	Natural Monthly Breakpoint
1	\$13.15	\$1.00	\$0.75	\$0.50	\$1,950.58	\$333.75	\$2,284.33	\$23,407.00	\$4,005.00	\$27,412.00	N/A
2	\$13.15	\$1.00	\$0.75	\$0.50	\$1,950.58	\$333.75	\$2,284.33	\$23,407.00	\$4,005.00	\$27,412.00	N/A
3	\$13.15	\$1.00	\$0.75	\$0.50	\$1,950.58	\$333.75	\$2,284.33	\$23,407.00	\$4,005.00	\$27,412.00	N/A
4	\$13.15	\$1.00	\$0.75	\$0.50	\$1,950.58	\$333.75	\$2,284.33	\$23,407.00	\$4,005.00	\$27,412.00	N/A
5	\$13.15	\$1.00	\$0.75	\$0.50	\$1,950.58	\$333.75	\$2,284.33	\$23,407.00	\$4,005.00	\$27,412.00	N/A
6	\$14.46	\$1.10	\$0.83	\$0.55	\$2,144.90	\$367.13	\$2,512.03	\$25,738.80	\$4,405.50	\$30,144.30	N/A
7	\$14.46	\$1.10	\$0.83	\$0.55	\$2,144.90	\$367.13	\$2,512.03	\$25,738.80	\$4,405.50	\$30,144.30	N/A
8	\$14.46	\$1.10	\$0.83	\$0.55	\$2,144.90	\$367.13	\$2,512.03	\$25,738.80	\$4,405.50	\$30,144.30	N/A
9	\$14.46	\$1.10	\$0.83	\$0.55	\$2,144.90	\$367.13	\$2,512.03	\$25,738.80	\$4,405.50	\$30,144.30	N/A
10	\$14.46	\$1.10	\$0.83	\$0.55	\$2,144.90	\$367.13	\$2,512.03	\$25,738.80	\$4,405.50	\$30,144.30	N/A
11	\$15.90	\$1.21	\$0.91	\$0.61	\$2,358.50	\$403.84	\$2,762.34	\$28,302.00	\$4,846.05	\$33,148.05	N/A
12	\$15.90	\$1.21	\$0.91	\$0.61	\$2,358.50	\$403.84	\$2,762.34	\$28,302.00	\$4,846.05	\$33,148.05	N/A
13	\$15.90	\$1.21	\$0.91	\$0.61	\$2,358.50	\$403.84	\$2,762.34	\$28,302.00	\$4,846.05	\$33,148.05	N/A
14	\$15.90	\$1.21	\$0.91	\$0.61	\$2,358.50	\$403.84	\$2,762.34	\$28,302.00	\$4,846.05	\$33,148.05	N/A
15	\$15.90	\$1.21	\$0.91	\$0.61	\$2,358.50	\$403.84	\$2,762.34	\$28,302.00	\$4,846.05	\$33,148.05	N/A
16		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
17		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
18		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
19		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
20		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
21		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
22		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
23		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
24		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A
25		\$1.33	\$1.00	\$0.67	\$0.00	\$444.22	\$444.22	\$0.00	\$5,330.66	\$5,330.66	N/A



Lead Sheet, Notice to Construction Dept.

A lease has been issued and negotiations are underway for a new Quizno's location as described below. Please contact the franchisee to retain an architect and schedule a site survey.

Date:	11/29/2005	Store #:	9697
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Submitted By:	Joe Mann	Submitted To:	Alex Karas
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Site Intersection:	8160 Belle Chasse Hwy #2 @
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Site Address:	8160 Belle Chasse Hwy #2 Bell Chasse, LA 70037
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Shopping Center:	Bell Chasse S.C.
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Building Type:	In line	"AS IS" <input checked="" type="checkbox"/>	Square Feet:	1780
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Landlord/Developer:	Hwy. 23, LLC	Phone No:	985 809-1905
	B. Clark Heebe	Fax No:	985 809-1966
		Email:	jheebe@aol.com

Construction Contact:	Brett Davis	Phone No:	985 875-0692
		Fax No:	985 875-0925
		Email:	bsd222@bellsouth.net

Franchisee:	Angela Colombo	Home Phone No:	504 874-8805
	TBD	Fax No:	0
		Email:	apcolombo@earthlink.net

Quiznos Broker:	John Moss	Phone No:	504 523-4481
	Stirling Properties, Inc	Fax No:	504 523-4475
		Email:	jmos@stirlingprop.com

Architect:		Phone No:	
		Fax No:	
		Email:	

Projected "Delivery of the Premises" Date:	1/1/2006	Projected T.I. Allowance:	N/A
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Construction:	EXISTING	Rent Commencement:	6/1/2006
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Additional Comments:	site survey required to confirm delivery conditions
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Attached:	<input checked="" type="checkbox"/> LOI	<input checked="" type="checkbox"/> Site Plan	<input type="checkbox"/> Lease or Lease Exhibits
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