

SITE APPROVAL CHECKLIST

AD / DDM MARKET: DDM - Monroe
REAL ESTATE
CONTACT:
STORE #: 11569
FRANCHISEE: Rachal, Judy
PROJECT/STORE NAME: 6-K Plaza
STORE ADDRESS: North Main Street & East Bounday Street Farmerville, LA 71241 USA
STORE TYPE: Trad Shopping Center

FRANCHISE AGREEMENT EXECUTED

Amount Paid: \$25,000.00 Date: 09/10/2006

SITE EVENTS

Site Package Received: By: Pugh, Julie Date: 06/27/2007
LOI Received: By: Pugh, Julie Date: 06/27/2007
Maps and Demos Received: By: Date:
A&R: By: Pugh, Julie Date: 06/27/2007
AD Evaluation: By: Date:
FO Evaluation: By: Pugh, Julie Date: 06/27/2007
Lead Sheet: By: Pugh, Julie Date: 06/27/2007
Quizno's Shell: By: Pugh, Julie Date: 06/27/2007
Site Plans (Exhibit A): By: Pugh, Julie Date: 06/27/2007
Site Approved: By: Pugh, Julie Date: 06/27/2007

LEASE EVENTS

Lease Received: By: Date:
Lease Paid: By: Date:
Equipment Deposit Received: By: Date:
Lease Letter Sent: By: Date:
Lease Letter / Green: By: Date:
Cursory App. Letter Mailed: By: Date:
Addendum: By: Date:

APPROVAL REQUIRED

Proximity (w/i 1.5 miles) Project Costs (>250K) Low Demos Rent/Debt (>550K)
Multi Unit Ops D&C Zone Signature
Concentric Circle

Mgmt. Approval: Date:

AUDIT STEPS

Greenfield Verification: Date:
Scoring Sheet Updated in Access: By: Date:

- 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:
Associated Stores:

Comments:

Site Evaluation

Store#: 11569

FA Effective Date: 9/10/06

Date Prepared 6/22/07

Franchise Information:

Robert	Rachel		
Franchisee Name	Company Name		
318 368-5085	318 368-3717	318 368-5085	judy_nolan@bellmouth.net
Office #	Fax	Alternative #	Email Address
1106 Pine Drive	Farmerville	LA	71241
Home Address	City	State	Zip Code

Broker Information:

NA		
Quinn's Broker:	Phone	Fax

Location:

Main Street	Farmerville	LA	71241	Union	Boundary Street
Street Address	City	State	Zip	County	Cross Street

Tuckertown, Inc.	Thane Fisher	208 890-5477	0
Landlord/Developer	Contact Name	Phone	Email Address

6-K Plaza	0	-	0
Project/Site Name	Construction Contact name	Phone	Email Address

DDM Zone:	Zone 3 - East	Trade Area Type:	Suburban
DDM Region:	Southeast	Site Type:	Shopping Center
DDM Market:	Monroe	Days of Operation:	7
DDM Phone#:	504 957-1363	Currently Vacant:	Yes
Prepared by:	Joe Mann	Facility Type:	In Line

Size:				
Dimensions of premises:	34	ft. of frontage	44	ft. of depth= 1496
Total GLA of Center	13000		75	Percent leased

Signage:			
Standard Q Sign	Yes	Window Neons	Yes
Pylon/Monument	Yes	Standard Awning	Yes
Directory Sign	No	Projecting Sign	Yes

Zoning/Permits:

Current Zoning:	commercial	Parking Requirement:	
Special Use/Variance:	Not Required	How long for Building Dept Approval?:	14 days

Proposed Lease Summary:

Landlord Turnover Date:	11/1/2007	Base Rent - Yr. 1	\$ 1,371.33	per month
Rent Commencement Date:	2/1/2008	Base Rent - Yr. 2	\$ 1,371.33	per month
Projected Opening Date:	2/1/2008	Base Rent - Yr. 3	\$ 1,371.33	per month
Redbus Clause:	No	Base Rent - Yr. 4	\$ 1,371.33	per month
Exclusive Use:	Yes	Base Rent - Yr. 5	\$ 1,371.33	per month
Approved Signage Attached	No	CAM - Yr. 1 Est.	\$ -	per month

Basic Lease Information

Store# 11569

AD/HP Name: Joe Mann

Review Type/Payment:

Type of Review Cursory

Fees Collected: 500

Payment Form: Select One

If paid via Credit Card, complete information below:

<i>Cardholder's Name</i>	<i>Account Number</i>	<i>Expiration Date</i>
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Please note that we cannot review the lease until we receive payment

Location:

Main Street	Farmerville	LA	71241	Union	Boundary Street
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip</i>	<i>County</i>	<i>Cross Street</i>

6-K Plaza	Zone 3 - East	Southeast	Monroe
<i>Project/Site Name</i>	<i>DDM Zone</i>	<i>DDM Region</i>	<i>DDM Market</i>

Landlord Contact:

Tuckertown, Inc.	Thane Fisher	208 890-5477	tfisher@maloneproperties.net
<i>Landlord/Developer</i>	<i>Contact Name</i>	<i>Phone</i>	<i>Email Address</i>

<i>Landlord's Attorney</i>	<i>Contact Name</i>	<i>Phone</i>	<i>Email Address</i>
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<i>Landlord's Broker</i>	<i>Contact Name</i>	<i>Phone</i>	<i>Email Address</i>
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Franchisee Contact:

Robert	Rachal	318 368-7758	318 368-3717
<i>Franchisee</i>	<i>Company Name</i>	<i>Home Phone</i>	<i>Fax Number</i>

1106 Pine Drive	Rachal	318 368-5085	judy_nolan@bellsouth.net
<i>Franchisee Home Address</i>	<i>Company Name</i>	<i>Mobile Phone</i>	<i>Email Address</i>

Bruce Hampton	318 368-7444	318 368-7462	bhampton@bayou.com
<i>Franchisee's Attorney</i>	<i>Office Phone</i>	<i>Fax Number</i>	<i>Email Address</i>

Quiznos Broker Contact:

0	NA	-	0
<i>Quiznos Broker</i>	<i>Contact Name</i>	<i>Phone</i>	<i>Email Address</i>

Other Contacts:

<i>Name/Title</i>	<i>Phone</i>	<i>Fax</i>	<i>Email Address</i>
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<i>Name/Title</i>	<i>Phone</i>	<i>Fax</i>	<i>Email Address</i>
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Miscellaneous:

- a. Is this lease conformed to a prior lease with this Landlord? Select One
 If yes, please list store # and location for previous lease: _____
- b. Is this a replacement site? Select One
 If yes, please list previous site location: _____

If yes, was a lease review fee paid on previous site?

Select One

If yes, please specify amount, date and form of payment:

c. Send execution copies to the following:

Additional Comments:

ACKNOWLEDGEMENT, AGREEMENT AND RELEASE FORM

The undersigned, individually and as Franchisee, under a Franchise Agreement dated, 9/10
 20 06 (the "Franchise Agreement") by and between the undersigned and Quizno's Franchising II LLC or its successors, assigns
 or affiliates ("Franchisor") hereby states and agrees 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 Franchisor's location. 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 Franchisor's 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 Quizno's Sub restaurant at the above-referenced location.

3. The undersigned further acknowledges that it has hereby assumed all responsibility for the form and content of any lease executed by Franchisee or any affiliate thereof for any location which was the subject of preliminary discussions or negotiations referred to in paragraph 2 above and for the content of any Site Submittal Package or other information relating to the subject site. The undersigned also acknowledges that while Franchisor may engage counsel to assist in the negotiation of any such lease, the undersigned is primarily responsible for the review and final content of the lease and has been afforded the opportunity to have Franchisee's own counsel review and negotiate the terms of the lease. The undersigned, on behalf of itself and its officers, hereby releases and forever discharges the Franchisor, its affiliates, and its Area Director and the officers, directors, shareholders, partners, employees and, agents, of each, from any liability, claim, action, cause of action, loss, cost or expense arising out of or relating to (i) the activities of Franchisor or its agents or employees described in 2 above, or (ii) any lease negotiations of any lease entered into by Franchisee or any of the terms and provisions of any such lease.

4. The undersigned acknowledges and agrees that when the undersigned's proposed Lease is submitted to Franchisor for approval (the "Lease Submittal Date") it must be accompanied by an equipment deposit check (the "Equipment Deposit") made payable to Source One Distribution LLC ("SOD") (currently in the amount of \$40,000). If the Lease is not accompanied by the Equipment Deposit check, Franchisor must receive the check no later than 28 days from the Lease Submittal Date. The undersigned further acknowledges and agrees that if the Equipment Deposit check is not received within such 28-day period, 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. In the event the Lease relates to a new construction site and the Landlord turnover date is more than nine months from the Lease Submittal Date (a "Future Construction Site"), Franchisor will verify that the site is new construction and the Equipment Deposit check must be received by Franchisor not later than 9 months prior to the landlord turnover date. Also in the case of Future Construction Sites, if the Equipment Deposit check is not received 9 months prior to the Landlord turnover date, 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. Additionally, the undersigned hereby agrees to be responsible for all costs and fees for the equipment and materials required for the development of its store, including the equipment and materials covered by the

Initial: [Signature]

Equipment Delivery Schedule. The undersigned further agrees that if for any reason it fails to complete the development process and open its store, all costs and fees related to such process, including but not limited to the walk-in coolers, survey fee, architectural drawings, permit fees, signage, HVAC and other utilities, shall be deducted from its Equipment Deposit. In the event the undersigned has not yet provided its Equipment Deposit, the undersigned agrees to satisfy the outstanding balance, if any, by making prompt payment to the appropriate parties.

5. 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 planning, building, zoning, and other departments to determine that there are no street, highway, interchange, city, construction requirements 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.

6. 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 AFFILIATE(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.

7. 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 procedures. 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 Acknowledgment, Agreement and Release Form as of the 22nd day of June, 2007.

By: Judy Rachal
Franchisee Signature

Print Name: Judy Rachal



Letter of Intent Franchise Location

1. **TENANT:** Rachal Properties, LLC d.b.a. QUIZNOS SUB
2. **LANDLORD:** Tuckertown Inc.
3. **PREMISES:** 6-K Plaza
Main St. & Boundry St.
- City of: Farmerville Parish of: Union
- State of: Louisiana Zip Code: 71241
- Description:
6-K Plaza – Space "C"
4. **SIZE:** Approximately 1,496 square feet.
5. **DIMENSIONS:** ft. frontage 34 x 44 ft. depth
6. **TERM:** 5 Years
7. **OPTIONS:** 2 @ 5 Years
8. **POSSESSION DATE:** November 1, 2007
9. **RENT:**
- Years 1-5: \$11.00 PSF = \$16,456.00 Annual / \$1,371.33 per month
- Years 6-10: \$13.0 PSF = \$19,448.00 Annual / \$1,620.66 per month
- Years 11-15: \$15.00 PSF = \$22,440.00 Annual / \$1,870.00 per month

10. **EXPENSES:** N/A.

11. **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, beverages, pizza, frozen desserts (yogurt, ice cream), fruit based blended drinks 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. Tenant shall also be allowed to serve samples in the Common Areas adjacent to the Premises. Tenant shall be permitted to operate, or allow another concessionaire or licensee to operate, a co-brand food and beverage operation in or from the Premises in conjunction with Tenant's operation of its Quiznos Sub restaurant.

12. **ALTERATIONS:** 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 Landlord's prior consent, provided the work is performed in a good and workmanlike manner. Tenant may close its business once every five (5) years for up to thirty (30) days to refurbish and redecorate the Premises.

13. **CONSTRUCTION PERIOD:** Tenant shall have Ninety (90) days from the later of (i) the date of obtaining applicable building permits to complete improvements to the space (hereinafter "Construction Period") or (ii) Landlord's turnover of the premises for tenant's construction. During this Construction Period no rent or expenses will be due. Landlord will cooperate with Tenant's efforts to obtain permits and approvals.

14. **RENT COMMENCEMENT:** Payment of rent shall commence the earlier of (i) 90 days from the start of the "construction Period", or (ii) When tenant opens for business, whichever shall occur first.

15. **SECURITY DEPOSIT:** Tenant shall pay to Landlord upon execution of a lease, a security deposit of \$2,500.00
16. **SIGNS:** Landlord hereby grants and approves the following signage rights:
- (a) **Opening Signage.** Tenant shall have the right to: (i) 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 (ii) display "Coming Soon" or "Grand Opening" banners on or near the Premises during such period.
 - (b) **Permanent Signage.** Landlord agrees to allow Tenant to use the standard sign approved by Franchisor to the maximum size permitted by local governmental authorities.
 - (c) **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 Franchisor's national standards. Tenant shall be permitted to install a standard door handle approved by Franchisor on the entry door(s) to the Premises.
 - (d) **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 standard sign approved by Franchisor, including logo, on such panel.
17. **EXCLUSIVE:** Throughout the Term, as it may be extended under the terms of the 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 the Lease upon thirty (30) days' written notice.
18. **PATIO:** Not applicable for this location
19. **IMPROVEMENTS:** Landlord shall provide the improvements as set forth on the Quiznos Standard Shell attached hereto. Landlord shall provide to Tenant as-built blueprints of the Premises.
20. **BROKER'S FEES:**
INTENTIONALLY DELETED.
21. **TENANT'S CONTINGENCIES:**
- A. Approval of site, final lease, and final sign and awning package by Franchisor prior to lease execution.
 - B. Receipt of building and sign permits from local issuing authority to construct the Premises for Tenant's intended use.
22. **NO RADIUS/RELOCATION CLAUSES:** Any radius restrictions or relocation provisions in the Lease will be deleted.
23. **ASSIGNMENT PROVISIONS:** Tenant shall have the right to assign the Lease or sublet the Premises, without charge and without Landlord'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" or "Franchisor"). Tenant shall also have the right to assign the Lease or sublet the Premises, without charge and with Landlord's consent, which won't be unreasonably withheld, 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 with Landlord's consent, which won't be unreasonably withheld, 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. Tenant shall agree to attorn to any assignee of Landlord provided such assignee will agree not to disturb Tenant's possession of the Premises.

24. 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.

25. 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 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 the Lease in full force and effect. In the event Franchisor exercises 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, 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 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
Phone: (720) 359-3300

26. 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 the 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.

27. 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 the 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 the 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 the Lease and performs all other covenants contained therein, Tenant shall peacefully and quietly have, hold, occupy and enjoy the Premises during the term of the Lease and its use and occupancy thereof shall not be disturbed; and (vi) that (a) the Shopping Center has the proper zoning and a legally adequate number of parking spaces for Tenant's permitted

use, and (b) Tenant's permitted use does not violate any contracts or agreements to which the Landlord is a party or any other covenants, conditions, restrictions or agreements applicable to the Shopping Center. 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 (i) Landlord's operation of the Shopping Center, (ii) Landlord's breach in the performance of any of its obligations under the Lease or (iii) 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 the Lease.

28. **EXPIRATION OF PROPOSAL:** This proposal shall remain in force for fourteen (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.

29. **COMMUNICATIONS SYSTEM:** Notwithstanding anything to the contrary in the Lease, Landlord hereby agrees that at any time during the term of the 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.

30. **CO-TENANCY:**

INTENTIONALLY DELETED.

31. **RETURN OF EXECUTED LEASE:** Landlord agrees to return a fully executed original Lease within ten (10) days of execution to Tenant, with a copy to:

Quizno's Franchising II LLC
1475 Lawrence Street, Suite 400
Denver, Colorado 80202
Attn: Leasing Department
Phone: (720) 359-3300

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, TENANT'S AND FRANCHISOR'S APPROVAL, AND ONLY A FULLY EXECUTED LEASE SHALL CONSTITUTE A LEASE FOR THE PREMISES. EXCEPT AS TO THE OBLIGATIONS OF LANDLORD AND TENANT SET FORTH IN 28 ABOVE THE TERMS AND PROVISIONS OF THIS PROPOSAL ARE NON-BINDING.

AGREED AND ACCEPTED BY TENANT:

Date: 6/14/07
Address for Notices:
P.O. Box 23 Fremontville Pa.
71241

TENANT: Robert Rachal
By: Robert Rachal
Title: President

Telephone: _____

By:
Title:

AGREED AND ACCEPTED BY LANDLORD:

Date: 6/13/07

Address for Notices:
116 North Main Street
Farmerdale, LA 71241

Telephone: _____


LANDLORD: 
By: John Crow
Title: Vice-President
By:
Title:



EXHIBIT "B"

**STANDARD QUIZNOS SHELL (NEW SHELL)**

Landlord shall provide the following at Landlord's expense, per the Quiznos plans and specifications:

1. Front door: Two (2) clear, double-pane safety-glazed glass 3' x 7' double-acting entry doors, installed per Tenant's plans with hardware per code and weather-stripping.
2. Rear door: 3' x 7' hollow metal door with panic hardware requirements and weather-stripping to code or credit of \$850.
3. Storefront: Clear, double-pane glass storefront with floor-to-ceiling glass. Metal mullions around glass and doorframes or credit of \$250 per linear foot of storefront.
4. Demising walls: Demising walls to be built to the roof deck, drywall fire taped, sanded and ready for paint. Demising walls to meet all city and fire codes or credit of \$100 per linear foot.
5. Concrete floor: Level, clean concrete slab or clean wood slab, underlay to be in stable and dry condition. Floor is clean and ready for ceramic tile, vinyl or glue down Flooring Materials. Floors to be at street level or maintain ADA approved standards.
6. HVAC: LL to supply and install HVAC 1-ton-minimum capacity per 150 square feet or Landlord credit of \$1000 per ton.
7. ROOF: Must have an accessible location above or adjacent to Tenant's premises for the installation of roof-mounted equipment including, but not limited to, refrigeration condensers, receiving antennae, etc. Roof covering must be sound, watertight, have the ability to be penetrated and flashed using standard roofing methods for installation of above equipment.
8. Electrical: LL to supply and install to the tenants space a 200 Amp, 120/208 volt, 3 phase, 4 wire service with a 42 circuit distribution panel, or provide a landlord credit of \$3200 for the electrical panel and panel installation. If tenant accepts a credit the LL will provide the conduit and 200 amp service to the space. Power to space by Landlord. Located per plans and specs.
9. Water and sewer: Minimum 1" water line stubbed to the Tenant's space in location per Tenant's plans, maintaining pressure of 65-75 psi with shut-off valve and pressure reducing valve and back flow prevention device if required. Minimum 4" sewer line stubbed into Tenant's space in sufficient size and depth for Tenant's use in location per Tenant's plans.
10. Gas: Minimum 1" gas line as required for Tenant's water heater and HVAC unit, stubbed to premises per Tenant's plans. Distance should not exceed 150 feet to meter.
11. "J" box: For sign electrical circuit on storefront with conduit to distribution panel.
12. Ceiling: Landlord to install ceiling and lighting per Quiznos specifications or an option for a landlord credit of \$2.50/SF.
13. Lighting: Provide 2X4 drop in three-tube fluorescent ceiling fixtures or \$1.25 per sf of credit.

LANDLORD CREDIT
OF \$10,000.00

RJ

LANDLORD CREDIT
OF \$3,200.00

RJ

LANDLORD CREDIT
OF \$3,750.00

LANDLORD CREDIT
OF \$1,875.00

RJ

RL
NOLOAD CREDIT
\$ 1,200.00

14. Water Heater: 50 gallon, quick-recovery gas or electric water heater in accordance with local requirements, installed per Tenant's plans or Landlord credit of \$1200.

NOLOAD CREDIT
\$ 10,000.00

15. Restrooms: Minimum restrooms and fixture amounts as set forth by the American Disabilities Act (ADA) and local code requirements per Tenant's occupant load and specification. Landlord credit \$6000 per restroom.

RL

16. Plumbing: Grease trap or interceptor if required by local municipality.

17. Tap Fees/Impact: All tap, connection fees or assessments for utilities to be paid by Landlord.

18. Handicap Accessibility: Landlord shall meet all ADA requirements.

BY: *John Crow*
LANDLORD
DATE: 6/13/07

By: *Robert L. Ladd*
REPRESENTATIVE
Date: 6/13/07