

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

TQSC II LLC, a Delaware limited liability company, ("Quiznos"), SOURCE ONE DISTRIBUTION LLC ("SOD"), a Delaware limited liability company and Dammon Engineering Inc, ("Recipient") (Quiznos, SOD, and Recipient are each a "Party") desire to undertake discussions concerning certain business transactions with each other (hereinafter called the "Transactions").

In order for these discussions to proceed, it will be necessary for the Parties to disclose to each other certain information ("Information") about their respective businesses, which Information the Parties consider and acknowledge to be confidential and proprietary. In consideration of the disclosure of such Information, the Parties agree to the following terms and conditions:

1. **Information Defined.** For purposes of this Agreement, Information includes, but is not limited to, all written or electronic documents, data, information, materials, videotapes, audiotapes, reports, proposals, procedures, financial information, recipes, proposed advertising, promotion and marketing plans, operations manuals, formulas, processes, plans, samples, improvements, models, drawings, programs, compilations, devices, methods, designs, techniques and specifications, whether oral, in writing or in some other form, relating to each Party's businesses whether furnished by that Party or by another person to whom that Party has furnished any Information; but not information otherwise publicly available.

2. **Confidentiality.** Each Party, on behalf of itself and its affiliates and their respective employees, officers, shareholders, partners, members and directors, agrees to maintain as confidential all of the other Party's Information disclosed to it and such parties. Each Party shall not, directly or indirectly, disclose any such Information to any third party without the other Party's prior written consent, nor shall the Party use any of the Information for its own benefit (except for the purpose of the discussions contemplated by this Agreement) or for the benefit of any third party. The dissemination of Information by each Party within its own organization shall be limited to those employees and consultants whose duties justify the need to know such Information.

3. **Return of Information.** Each Party shall return to the other Party (or destroy if so requested in writing by such other Party) all Information, together with any and all copies thereof, within 10 days of written request therefore.

4. **No Rights in Information.** Neither this Agreement nor the disclosure of Information hereunder shall be deemed, by implication or otherwise, to vest in a Party any rights in the Information furnished by the other Party or any other trade secrets or property of such Party.

5. **No Right to Use Trademarks or Service Marks.** The Parties acknowledge and agree that nothing herein vests in the other Party the right to use any of such Party's trademarks, service marks and the like and each of the Parties agrees that any such use must first be approved in writing by the other Party.

6. **Breach.** Any breach of any provision hereof will be theft of a Party's trade secrets, and will cause irreparable harm and damage to the non-breaching Party. The non-breaching Party shall be entitled to enjoin any actual or threatened violation of any of the provisions in this Agreement. In addition to injunctive relief, the non-breaching Party may recover damages from breaching Party for any loss caused by any violation of the provisions of this Agreement (including violations by third parties to which Recipient discloses information). In any action brought to enforce any of the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fee and costs (including the cost of in-house counsel).

7. **Law.** This Agreement is made under, and shall be construed and enforced in accordance with, the laws of the State of Colorado. The Parties agree that the exclusive venue for disputes between them shall be in the District Court for the City & County of Denver, Colorado, or the United States District Court for the District of Colorado, and the Parties each waive any objection they may have to the personal jurisdiction of or venue in such courts.

8. **Severability.** Any provision hereof which may prove unenforceable under any law or by any court shall not affect the validity of any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

TQSC II LLC

SOURCE ONE DISTRIBUTION LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Dammon Engineering Inc

By: David Dammon

Name: David Dammon

Title: Vice President

Date: 6/7/07