

11444

SITE EVALUATION FOR TRADITIONAL SITES

STORE #: 10430 PROJECT NAME: Zachary Commerce Center
 FRANCHISEE NAME: Thomas Borskey COMPANY: TBD
 PHONE #'s OFFICE: FAX: 225 977-3462 HOME: 225 261-5916
 HOME ADDRESS: 12317 Haven Avenue, Baton Rouge, LA 70818 AD/DDM NAME: Baton Rouge Joe Mann
 FRANCHISEE EMAIL: xterrakid1@aol.com
 PREPARED BY: Joe Mann DATE: 8/29/2006 PHONE: 504 957-1363

LOCATION: Intersection of hwy 64 & Hwy 964 Zachary, LA 10791 East Baton Rouge
Street Address State City, State Zip County Cross Street

LANDLORD: Old Scenic Highway LLC Laurence Mastry 225 445-5298 lmm@maestri-murrell.com
Landlord/Developer Contact Name Phone Email Address

CONSTRUCTION: Laurence Mastry 225 445-5298
Company Construction Contact Name Phone Email Address

LANDLORD TURNOVER DATE: 4/1/2007
 RENT COMMENCEMENT DATE: 8/1/2007 PROJECTED OPENING DATE: 8/1/2007

SITE SPECIFICS:
 SITE TYPE: Shopping Center BUILDING STATUS: Vacant Land
 SPACE CURRENTLY: Vacant CONSIDER FOR SMALL MARKET: No
 BUILD: new construction
 CURRENT/PRIOR USE: new construction
 DAYS OF OPERATION: 7 PATIO AVAILABLE: Yes
 HOW MANY SEATS? _____

SIZE:
 Dimensions of premises: 23.5 ft. of frontage x 56.4 ft. of depth = 1,350 Total SF
 Total GLA of Center: _____ Percent leased _____

SIGNAGE:
 STANDARD Q SIGN: Yes Dimensions _____ % of frontage
 PYLON/MONUMENT: Yes Dimensions _____ How high?
 DIRECTORY SIGN: No Dimensions _____
 WINDOW NEONS: Yes
 STANDARD AWNING: Yes Dimensions (3 dimensions) _____

ZONING/PERMITS:
 CURRENT ZONING: commercaill How long for Building Dept. approval? 14 dyas
 SPECIAL PERMITS/VARIANCES: For carryout? Not Required For sit down food use? Not Required
 If required, describe _____

PROPOSED LEASE SUMMARY:
 Primary Lease Term (years) 10 Base Rent - Yr. 1 \$ 1,856.25 per month
 Number of Options: 1 Base Rent - Yr. 2 \$ 1,856.25 per month
 Option Term (years): 5 Base Rent - Yr. 3 \$ 1,856.25 per month
 Security Deposit (\$) _____ Base Rent - Yr. 4 \$ 1,856.25 per month
 % Rent _____ Base Rent - Yr. 5 \$ 1,856.25 per month
 Radius Clause: No CAM - Yr. 1 Est. \$ 309.38
 Exclusive Use: Yes Taxes - Yr. 1 Est. _____ per month
 Approved Signage Attached: No Insurance Est. _____ per month
 Quiznos Addendum Attached: Yes Base Rent 1st Option Period _____ per month
 Tenant takes space "As-Is": Yes Base Rent 2nd Option Period _____ per month
 Landlord TI Allowance: \$47,250.00 Base Rent 3rd Option Period _____ per month
 Who pays (L = Landlord, T = Tenant, mark L if Existing) Tap Fees Tenant
 Meter Fees Tenant ,3/4" Water Tenant ,1 1/2" Gas Tenant ,4" Sewer Tenant
 225A, 120/208V, 3 Phase, 4 Wire Tenant 2 ADA Restrooms Tenant
 HVAC Tenant tons, new Yes Warranty for years.

TRADE AREA:
 TRADE AREA TYPE: Suburban
 SOURCE - BUSINESS LUNCH: commercial and residential traffic
 SOURCE - DINNER: same

POSITIVE FEATURES OF SITE: new construction, parking, access, visibility, signage
 NEGATIVE FEATURES OF SITE: _____
 DEMOGRAPHICS:
 Attach copy of full demographic report to site package.
 Primarily a drive-to site
 Residential Population _____
 Median Household Income _____
 Daytime Population _____
 Primarily a CBD walk-to site
 Daytime Population _____

OTHER QUIZNO'S LOCATIONS/SITES:
 Location _____ Distance: _____ miles
 Location _____ Distance: _____ miles
 Location _____ Distance: _____ miles
 Location _____ Distance: _____ miles

The undersigned hereby requests approval of the above site. The undersigned acknowledges and agrees that:
 a. Quizno's 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.

PROPOSED LEASE SUMMARY:

Lender's Name	TBD
Amount Financed	\$130,000
Interest Rate %	7.00%
Term in Months	120
Annual Debt Payment	18,112.92

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 Franchisor 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 by: Thomas K. Borstkey Thomas K. Borstkey 8-31-06
 _____ Joseph S. Mann, Jr 8-31-06

ACKNOWLEDGEMENT AND RELEASE FORM

The undersigned, individually and as Franchisee, under a Franchise Agreement dated, August 29, 2006 (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 Zachary, LA. 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 Quiznos 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 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 Lease Submittal Date. The undersigned further acknowledges and agrees that if the SOD 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 SOD 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 SOD 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.

Initials: _____



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 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.

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 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 question 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 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 31 day of August, 2006.

By: Thomas K. Borstkey
Franchisee Signature

Print Name: Thomas K. Borstkey



Quiznos Real Estate 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 #	10430	Franchisee Name	Thomas Borskey
Store Name	Zachary Commerce Center	AD/HP Name	Joe Mann
<input type="checkbox"/>	This is a replacement site for one which is now dead		
<input type="checkbox"/>	This is a reopen of prior store. Prior store number:		
<input type="checkbox"/>	This site was previously approved as store number:		

Site Submittal Package Components	
<input checked="" type="checkbox"/>	Lease Review Fee
<input checked="" type="checkbox"/>	Site Evaluation (including Authorization and Release) signed by Franchise Owner (and Ad if AD)
<input checked="" type="checkbox"/>	Fully Negotiated and Executed (signed) Letter of Intent
<input checked="" type="checkbox"/>	Landlord Delivery Conditions (or TI Provision); reviewed with Franchise Owner
<input checked="" type="checkbox"/>	10 year rent & CAM schedule
<input checked="" type="checkbox"/>	Site Plan (designating space) - Required if Green Field Site
<input type="checkbox"/>	Video of site, showing the following - If not submitted with Pre-approval: <ul style="list-style-type: none"> (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)
<input type="checkbox"/>	Still Pictures: (a) the storefront, and (b) the site from the street - if not submitted with Pre-approval
<input type="checkbox"/>	Quiznos Addendum (or appropriate language in the LOI)
<input type="checkbox"/>	

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

TOTAL LEASE CALCULATIONS

Store # 10430
 Franchisee: Thomas Borskey
 Store Name: Zachary Commerce Center
 Leasable SF: 1,350
 Assumption #1: Addfl rent estimates increased by 10% every 5 yrs, change formula as needed
 Initial Term: 10 years
 # of Options: 1 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 NNAs	Total Monthly Occ. Costs	Total Annual Rent	Total Annual NNAs	Total Annual Occ. Costs	Natural Monthly Breakpoint
1	\$16.50	\$2.75			\$1,856.25	\$309.38	\$2,165.63	\$22,275.00	\$3,712.50	\$25,987.50	N/A
2	\$16.50	\$2.75	\$0.00	\$0.00	\$1,856.25	\$309.38	\$2,165.63	\$22,275.00	\$3,712.50	\$25,987.50	N/A
3	\$16.50	\$2.75	\$0.00	\$0.00	\$1,856.25	\$309.38	\$2,165.63	\$22,275.00	\$3,712.50	\$25,987.50	N/A
4	\$16.50	\$2.75	\$0.00	\$0.00	\$1,856.25	\$309.38	\$2,165.63	\$22,275.00	\$3,712.50	\$25,987.50	N/A
5	\$16.50	\$2.75	\$0.00	\$0.00	\$1,856.25	\$309.38	\$2,165.63	\$22,275.00	\$3,712.50	\$25,987.50	N/A
6	\$17.50	\$3.03	\$0.00	\$0.00	\$1,968.75	\$340.31	\$2,309.06	\$23,625.00	\$4,083.75	\$27,708.75	N/A
7	\$17.50	\$3.03	\$0.00	\$0.00	\$1,968.75	\$340.31	\$2,309.06	\$23,625.00	\$4,083.75	\$27,708.75	N/A
8	\$17.50	\$3.03	\$0.00	\$0.00	\$1,968.75	\$340.31	\$2,309.06	\$23,625.00	\$4,083.75	\$27,708.75	N/A
9	\$17.50	\$3.03	\$0.00	\$0.00	\$1,968.75	\$340.31	\$2,309.06	\$23,625.00	\$4,083.75	\$27,708.75	N/A
10	\$17.50	\$3.03	\$0.00	\$0.00	\$1,968.75	\$340.31	\$2,309.06	\$23,625.00	\$4,083.75	\$27,708.75	N/A
11	\$19.25	\$3.33	\$0.00	\$0.00	\$2,165.63	\$374.34	\$2,539.97	\$25,987.50	\$4,492.13	\$30,479.63	N/A
12	\$19.25	\$3.33	\$0.00	\$0.00	\$2,165.63	\$374.34	\$2,539.97	\$25,987.50	\$4,492.13	\$30,479.63	N/A
13	\$19.25	\$3.33	\$0.00	\$0.00	\$2,165.63	\$374.34	\$2,539.97	\$25,987.50	\$4,492.13	\$30,479.63	N/A
14	\$19.25	\$3.33	\$0.00	\$0.00	\$2,165.63	\$374.34	\$2,539.97	\$25,987.50	\$4,492.13	\$30,479.63	N/A
15	\$19.25	\$3.33	\$0.00	\$0.00	\$2,165.63	\$374.34	\$2,539.97	\$25,987.50	\$4,492.13	\$30,479.63	N/A
16		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
17		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
18		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
19		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
20		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
21		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
22		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
23		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
24		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A
25		\$3.66	\$0.00	\$0.00	\$0.00	\$411.78	\$411.78	\$0.00	\$4,941.34	\$4,941.34	N/A

Letter of Intent Franchise Location

1. **TENANT:** Thomas Borskev d.b.a. QUIZNOS SUB
2. **LANDLORD:** Old Scenic Highway LLC.
3. **PREMISES:** Commonly known as: Zachary Commerce Center
 City of: Zachary County of: East Baton Rouge
 State of: Louisiana Zip Code: _____
 Description: Retail strip at the SWQ of 64 and 964
4. **SIZE:** Approximately 1350 square foot, end-cap space.
5. **DIMENSIONS:** 23'5 1/2" ft. frontage X 56'4 1/2" ft. depth
6. **TERM:** 10 year 7. **OPTIONS:** 1-5 year
8. **POSSESSION DATE:** April, 2007
7. **RENT:**
 Years 1-5: \$16.50 psf
 Years 6-10: \$17.50 psf
 Years 11-15: \$19.25 psf
8. **EXPENSES:** Landlord will provide tenant detail as to the actual expense currently applicable to the property.
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.
10. **CONSTRUCTION PERIOD:** Tenant shall have (120) days from the latter of obtaining applicable building permits or Landlord delivering space to complete improvements (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 at end of construction period.
12. **SECURITY DEPOSIT:** Tenant shall pay to Landlord upon the issuance of applicable building permits a security deposit of \$ 1,835.63 . So long as Tenant is not then in default, the security deposit will be refunded to Tenant at the end of the fifth lease year.



13. **SIGNS:** All signage will be address in final lease. The following is what the Tenat would like:
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, Landlord shall not enter into a lease in the Zachary Commerce Center with any of Tenant's direct competitors. Such competitors include Subway, Blimpie's, Jersey Mike's, Firehouse Subs, Lenny's Subs, McAlister's Deli, Schlotzky's Deli, and Larry's Giant Subs
15. **PATIO:** With Landlord's written approval, 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 Landlord's Shell attached hereto, and a tenant improvement allowance equal to \$35.00 per square foot. Landlord shall provide to Tenant as-built blueprints of the Premises.
17. **BROKER'S FEES:** John Moss of Stirling properties
- Landlord shall pay all commissions/fees due the above listed broke per a separate agreement between Landlord and broker.
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.
 - 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 intended usage of the Premises. 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:

Intentionally Deleted.

- 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: 8-31-06

TENANT: Thomas K. Borstkey

Address for Notices: 12317 Haven Ave.

By:

Baton Rouge La. 70818

Title:

Telephone: 225-261-5916

By:

Title:

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

Date: 8/31/06

LANDLORD: Old Scenic Highway, LLC

Address for Notices: Old Scenic Highway, LLC

By: [Signature]

2900 Westfork Drive,
Baton Rouge, LA 70827
Telephone: 225 298-1250

Title: Member

RE



1-04



LANDLORD'S SHELL

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

1. **Front door:** As per Landlord's original Plans.
2. **Rear door:** As per Landlord's original Plans.
3. **Storefront:** As per Landlord's original Plans.
4. **Concrete floor:** Level, clean concrete slab or clean wood slab, underlay to be in stable and dry condition, with a 10' leave-out in the rear. 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.
5. **ROOF:** As per Landlord's original Plans.
6. **Electrical:** LL to bring utilities to the rear of the Premises.
7. **Water and sewer:** Minimum 1" water line stubbed to the Tenant's space in location As per Landlord's original Plans.

BY: 

Old Scenic Highway, LLC

DATE: 8/31/06