



**FRANCHISE DISCLOSURE
DOCUMENT**

Issuance Date: March 28, 2011

FRANCHISE DISCLOSURE DOCUMENT



QFA ROYALTIES LLC

(a Delaware limited liability company)

1001 17th Street

Suite 300

Denver, Colorado 80202

Telephone: (720) 359-3300

www.quiznos.com

quiznosfranchises.com

QFA Royalties LLC (“we” or “us”) is offering franchises to operate a restaurant offering submarine and other sandwiches, salads, soups, soft drinks and related other products under the service mark “QUIZNOS” and “QUIZNOS SUB.”

The following summarizes the total investment required for each type of QUIZNOS Restaurant:

Traditional QUIZNOS Restaurant Low/High Range	Non-Traditional QUIZNOS Restaurant Low/High Range	Non-Traditional QUIZNOS Cart Low/High Range	Non-Traditional QUIZNOS Cooler Low/High Range
\$165,000 - \$317,735 (including \$20,500 to \$150,600 payable to franchisor or its affiliate)	\$60,560 - \$200,845 (including \$12,000 to \$13,850 payable to franchisor or its affiliate)	\$45,147 - \$66,297 (including \$12,000 to \$13,350 payable to franchisor or its affiliate)	\$18,247 - \$53,147 (including \$5,300 to \$7,350 payable to franchisor or its affiliate)
Convenience Restaurant Low/High Range	QUIZNOS Mobile Trailer Low/High Range	Reopen Restaurant Low/High Range	
\$85,560 - \$205,845 (including \$12,000 to \$13,850 payable to franchisor or its affiliate)	\$78,585 - \$116,085 (including \$10,000 to \$10,850 payable to franchisor or its affiliate)	\$37,864 - \$126,125 (including \$12,450 to \$28,100 payable to franchisor or its affiliate)	

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Deborah Sargent, 1001 17th Street, Suite S175, Denver, Colorado 80202, (720) 931-2215, dsargent@quiznos.com.

The terms of your contract will govern your franchise relationship. Don't rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer's Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrators listed in Exhibit A for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION ONLY IN COLORADO. ALSO, ANY LEGAL ACTION THAT WE BRING AGAINST YOU WILL BE FILED ONLY IN COLORADO. OUT OF STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST YOU MORE TO LITIGATE WITH US IN COLORADO THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT COLORADO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. DURING 2010, WE TERMINATED 157 FRANCHISE AGREEMENTS BECAUSE THE RESTAURANT HAD NOT OPENED WITHIN 12 MONTHS OF SIGNING THE FRANCHISE AGREEMENT, WHICH REPRESENTED 34.81% OF THE FRANCHISES THAT HAD NOT OPENED AS OF JANUARY 1, 2010. ADDITIONALLY, APPROXIMATELY 10.93% OF THE FRANCHISES OPERATING AS OF DECEMBER 31, 2010 TRANSFERRED THEIR FRANCHISES AND AN ADDITIONAL 42.42% WERE TERMINATED OR OTHERWISE LEFT THE SYSTEM.
4. AS OF DECEMBER 31, 2010, 161 QUIZNOS FRANCHISEES HAD NOT OPENED THEIR RESTAURANTS WITHIN 12 MONTHS OF SIGNING THE FRANCHISE AGREEMENT. THIS NUMBER REPRESENTS APPROXIMATELY 56.10% OF ALL FRANCHISEES WHO HAD NOT OPENED A RESTAURANT AS OF THAT DATE. THE TYPICAL TIME TO OPEN A NEW RESTAURANT IS 12 TO 24 MONTHS. THE FRANCHISE AGREEMENT REQUIRES YOU TO OPEN WITHIN 12 MONTHS AFTER YOU SIGN THE FRANCHISE AGREEMENT. WE HAVE THE RIGHT TO TERMINATE YOUR FRANCHISE AGREEMENT IF YOU DO NOT OPEN YOUR RESTAURANT WITHIN 12 MONTHS AFTER YOU SIGN THE FRANCHISE AGREEMENT. THE INITIAL FRANCHISE FEE IS NONREFUNDABLE.
5. THE FRANCHISE AGREEMENT PERMITS US AND OUR AFFILIATES TO ESTABLISH OTHER FRANCHISED OR COMPANY-OWNED LOCATIONS AT ANY LOCATION OTHER THAN YOUR FRANCHISED LOCATION, TO SELL OR DISTRIBUTE ANY

PRODUCT OR SERVICE TO THE GENERAL PUBLIC, OR TO ESTABLISH OTHER CHANNELS OF DISTRIBUTION WHICH MAY COMPETE WITH YOUR FRANCHISE.

6. IF YOU ARE AN ENTITY, WE WILL REQUIRE EACH OWNER WITH A 25% OR MORE INTEREST IN THE ENTITY TO SIGN A GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS CAUSING THE OWNER TO BECOME INDIVIDUALLY LIABLE FOR ALL OBLIGATIONS OF THE FRANCHISEE AND BOUND BY THE RESTRICTIVE COVENANTS, CONFIDENTIALITY PROVISIONS, AND INDEMNIFICATION PROVISIONS OF THE FRANCHISE AGREEMENT. WE MAY ALSO REQUIRE THE SPOUSE OF SUCH OWNER TO CONSENT TO THE GUARANTY, WHICH PLACES THE SPOUSE'S MARITAL ASSETS AT RISK.
7. IF THE FRANCHISE AGREEMENT IS TERMINATED BECAUSE OF YOUR DEFAULT, YOU WILL BE LIABLE TO US FOR A LUMP SUM AMOUNT EQUAL TO THE NET PRESENT VALUE OF THE ROYALTIES, MARKETING AND PROMOTION FEES, LOCAL ADVERTISING FEES, AND REGIONAL ADVERTISING FEES THAT WOULD HAVE BECOME DUE FOLLOWING TERMINATION OF THE FRANCHISE AGREEMENT FOR THE PERIOD THE FRANCHISE AGREEMENT WOULD HAVE REMAINED IN EFFECT BUT FOR YOUR DEFAULT. ROYALTIES AND MARKETING AND PROMOTION FEES WILL BE CALCULATED BASED ON YOUR RESTAURANT'S AVERAGE MONTHLY GROSS SALES FOR THE 12 MONTHS PRECEDING THE TERMINATION DATE.
8. YOU WILL BE LIABLE FOR PAYING ALL FEES NOTED IN RISK FACTOR 7 ABOVE EVEN IF YOUR RESTAURANT HAS NOT OPENED. SUCH AMOUNTS ARE CALCULATED BASED ON THE AVERAGE GROSS SALES OF ALL QUIZNOS RESTAURANTS DURING THE MOST RECENTLY COMPLETED FISCAL YEAR.
9. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We occasionally use the services of one or more franchise brokers or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

The effective dates of this disclosure document in the states with franchise registration laws in which we have sought registration or exemption appear on the following page.

QFA ROYALTIES LLC

STATE EFFECTIVE DATES

The following states require that the disclosure document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This disclosure document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

California	Exempt
Hawaii	_____, 2011
Illinois	Exempt
Indiana	Exempt
Maryland	_____, 2011
Michigan	March 28, 2011
Minnesota	_____, 2011
New York	Exempt
North Dakota	Exempt
Rhode Island	Exempt
South Dakota	March 28, 2011
Virginia	Exempt
Washington	Exempt
Wisconsin	March 28, 2011

In all other states, the effective date of this disclosure document is the issuance date of March 28, 2011.

**THE FOLLOWING APPLIES ONLY TO TRANSACTIONS GOVERNED BY
THE MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed franchisee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee or subfranchisor until the obligations to provide real estate, improvements, equipment, inventory, training, or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

Any questions regarding the notice should be directed to:

State of Michigan
Consumer Protection Division
Attention: Franchise
670 G. Mennen Williams Building
525 West Ottawa
Lansing, Michigan 48933
Telephone: 517-373-7117

Michigan

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APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT, AND MIGHT REQUIRE A RIDER TO THE FRANCHISE AGREEMENT. THESE ADDITIONAL DISCLOSURES AND RIDERS, IF ANY, APPEAR IN EXHIBIT I.

ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The Franchisor. The franchisor is QFA Royalties LLC (referred to as “we,” “us” or “QFA” in this Disclosure Document). We refer to the person or entity who buys the franchise as “you” throughout this Disclosure Document. If you are a corporation, partnership, limited liability company, or other entity, certain terms of the Franchise Agreement also apply to your owners (noted where applicable).

We were formed as a Delaware limited liability company on October 28, 2004. Our principal business address is 1001 17th Street, Suite 300, Denver, Colorado 80202. Our telephone number is (720) 359-3300. We do business under our limited liability company name and the “QUIZNOS” and “QUIZNOS SUB” trademarks (together “QUIZNOS”). We disclose our agents for service of process in Exhibit A.

In February 2005, we assumed all QUIZNOS Restaurant Franchise Agreements and Area Director Marketing Agreements in the United States and Puerto Rico that were effective as of February 5, 2005. In March 2008, we assumed all QUIZNOS Restaurant Franchise Agreements in the United States and Puerto Rico signed from February 6, 2006 to March 27, 2008. We have been offering franchises since March 28, 2008.

Our Parent, Predecessors and Affiliates. The Quizno’s Corporation (“TQC”), a Colorado corporation, was the franchisor of the QUIZNOS franchise system from 1991 until October 2000. In October 2000, The Quizno’s Franchise Company (“TQFC”), a Colorado corporation, was formed as TQC’s wholly-owned subsidiary to be the franchisor of the QUIZNOS franchise system on a going-forward basis. TQC assigned all of its existing Franchise Agreements to TQFC in 2001. (TQFC changed from a corporation to a limited liability company in May 2002 and converted to a Delaware limited liability company in December 2005.) TQFC was dissolved in December 2006.)

As a result of an internal corporate restructuring process completed in July 2002, Quizno’s Franchising LLC (“QF”) an affiliate of both TQC and TQFC, was formed to be the franchisor of all QUIZNOS franchises granted beginning in July 2002. TQFC remained the franchisor of all QUIZNOS franchises granted before July 2002. As part of this restructuring process, TQC assigned all of its remaining assets and liabilities to The Quizno’s Master LLC (“TQM”), formed in May 2002 and currently a Delaware limited liability company. TQM licensed the “QUIZNOS” trademarks, copyrights, confidential information, and other intellectual property (“QUIZNOS IP”) to QF and TQFC for use in the QUIZNOS franchise program. TQFC and QF therefore collectively were the franchisors of the QUIZNOS franchise system from December 2000 until early February 2005.

In early February 2005, as part of a securitization financing transaction involving the QUIZNOS system, numerous steps occurred simultaneously that resulted in another corporate restructuring among affiliated companies in the QUIZNOS organization. As a result of that transaction, in addition to our assumption of the Franchise Agreements and Area Director Marketing Agreements described above, the QUIZNOS IP was transferred (in November 2004)

to a newly formed limited purpose Delaware limited liability company called QIP Holder LLC (“**QIP**”), our parent. Quizno's Franchising II LLC (“**QFII**”) was formed as our wholly-owned subsidiary to grant new QUIZNOS franchises and area director rights beginning in February 2005. QFII ceased granting franchises on March 27, 2008 and distributed substantially all of its assets, including its Franchise Agreements, Area Director Marketing Agreements and Small/Middle Market Area Director Marketing Agreements, to us. QCE Holding LLC, a Delaware limited liability company (“**QCE Holding**”), is the ultimate parent to us and to our affiliates. (QF and QFII were dissolved on September 11, 2008.)

QIP licensed the QUIZNOS IP to us in February 2005 for a 99-year term to use in, among other things, exercising our rights as the franchisor under all then effective QUIZNOS Franchise Agreements and all Area Director Marketing Agreements in the United States and Puerto Rico (before we started offering franchises) and to grant franchises for QUIZNOS Restaurants. (See Items 13 and 14 for more details)

Under a Franchise Servicing Agreement between us and TQSC II LLC, an affiliated Delaware limited liability company (“**TQSC II**”), on our behalf and at our direction, TQSC II is responsible for obligations under the QUIZNOS Franchise Agreements we issue for QUIZNOS Restaurants located in the United States and Puerto Rico, including managing the QUIZNOS system operating under our authority; marketing and offering new and successor Franchise Agreements; assisting our QUIZNOS franchisees operating in the United States and Puerto Rico; implementing our quality assurance programs; and otherwise fulfilling our duties under QUIZNOS Franchise Agreements. TQSC II also acts as our franchise sales agent. (In that capacity, TQSC II’s agents for service of process are the same as ours disclosed in Exhibit A.) We pay franchise servicing fees for these services. If TQSC II fails to perform its obligations under its Franchise Servicing Agreement, then TQSC II may be replaced as the franchise servicer. However, as the franchisor, we always are responsible and accountable to you to make sure that all services we promise to perform under our Franchise Agreement with you are performed in compliance with the Franchise Agreement, regardless of who performs those services on our behalf.

Under a Products License Agreement between us and American Food Distributors LLC, an affiliated Delaware limited liability company (“**AFD**”), we have granted AFD the right, or designated to its affiliates the right, to select the suppliers, manufacturers and distributors of food and non-food products to QUIZNOS franchisees (“**Franchisees**”) under the Franchise Agreements in the United States and Puerto Rico. Under the Products License Agreement, we also grant AFD a sublicense to use the Marks (defined below) in connection with the purchase and sale of QUIZNOS branded proprietary products. AFD will pay a product license fee to us. AFD also leases fountain equipment for carbonated beverages to Franchisees.

Besides our parent companies and affiliated predecessors described above, other affiliates (all of which are currently Delaware limited liability companies unless otherwise noted) include The Quizno’s Operating Company LLC (“**TQOC**”), formed in 1994, to own and operate company-owned Restaurants; The Quizno’s Realty Company LLC (“**TQRC**”), formed in 1995, is a party to a limited number of leases for QUIZNOS Restaurants; Restaurant Realty LLC (formerly known as QCE Realty LLC) (“**Restaurant Realty**”), formed in Delaware in October 2009, may enter into leases for QUIZNOS Restaurants and sublease them to Franchisees; QCE

Gift Card LLC (“**QCEGC**”), formed in Arizona in August 2006, provides stored value card services to Franchisees; Quizmark LLC (formerly known as Quizmark A LLC), formed in Delaware on October 21, 2009, offers certain financing to Franchisees; Smashburger Franchising LLC (“**Smashburger**”), formed in Delaware on March 5, 2008, offers and sells franchises for hamburger restaurants under the name “Smashburger”; Quiz-Can LLC (formerly known as Quiz-Can Ltd.) (“**Quiz-Can**”), an affiliate formed in May 2002, owns 100% of Quizno’s Canada Restaurant Corporation (“**QCRC**”) (formerly known as Quizno’s Canada Corporation), the master franchisee in Canada. Quiz-Can operates the master franchise through a management agreement with QCRC. QAFT, Inc. (“**QAFT**”), formed in June 2005, serves as the Trustee of our national and regional advertising funds. TQM also grants master franchises outside the United States, including in Canada. Except as provided above, we have no predecessors or affiliates required to be disclosed in this Item 1.

All of our predecessors, parents and affiliates share our principal business address and telephone number, except for Smashburger. The principal business address for our affiliate, Smashburger, is 1515 Arapahoe Street, 10th Floor, Denver, Colorado 80202. The telephone number for Smashburger is (303) 592-3800.

The Franchises. We offer franchises to individuals or entities for restaurants that sell submarine and other sandwiches, salads, other food products and beverages, and related services (“**QUIZNOS Restaurants**” or “**Restaurants**”) under the form of Franchise Agreement attached as Exhibit B (the “**Franchise Agreement**”). Restaurants are licensed to use the service mark “QUIZNOS” and related trademarks (“**Marks**”) and other QUIZNOS IP owned by QIP that make up the QUIZNOS marketing plan and proprietary business methods (collectively, “**System**”), all of which have been sublicensed to us for our franchise program. We refer to each QUIZNOS Restaurant as a “traditional” QUIZNOS Restaurant unless it is located in a non-traditional facility (see next paragraph).

If your QUIZNOS Restaurant is located in a non-traditional facility (like a hotel, airport, university or stadium), it will be referred to as a “**Non-Traditional Restaurant.**” If you sign a Franchise Agreement for a Non-Traditional Restaurant, you will sign (in addition to our standard Franchise Agreement) the Addendum attached as Exhibit J. We may also offer you the option of operating a QUIZNOS cart (“**QUIZNOS Cart**”) and a QUIZNOS cooler (“**QUIZNOS Cooler**”) in non-traditional facilities. If we grant you the right to operate a QUIZNOS Cart, you will sign the Addendum attached as Exhibit N (in addition to the Franchise Agreement). If we grant you the right to operate a QUIZNOS Cooler, you will sign the Addendum attached as Exhibit O (in addition to the Franchise Agreement). If your QUIZNOS Restaurant is located within a convenience store or gas station, it will be referred to as a “**Convenience Restaurant.**” If you sign a Franchise Agreement for a Convenience Restaurant, you will sign (in addition to the Franchise Agreement) the Addendum attached as Exhibit T.

If you have identified and we have preliminarily approved a site for a new QUIZNOS Restaurant that you desire to operate under the Franchise Agreement, we will sign a site specific addendum attached as Exhibit P (the “**Site Specific Addendum**”) concurrently with the Franchise Agreement.

If you desire to reopen a QUIZNOS Restaurant at a specific site that is currently closed by purchasing certain assets from our former Franchisees (a “**Site Specific Reopen Restaurant**”), we will sign (in addition to the Franchise Agreement) the Addendum attached as Exhibit R (the “**Site Specific Reopen Addendum**”). If you wish to reopen a QUIZNOS Restaurant that has formerly operated in a specific market area, but for which a specific site has not yet been mutually agreed upon by the both of us (a “**Non-Site Specific Reopen Restaurant**”), we will sign (in addition to the Franchise Agreement) the Addendum also attached as Exhibit R (the “**Non-Site Specific Reopen Addendum**”). Each Site Specific Reopen Restaurant and Non-Site Site Specific Reopen Restaurant is referred to as a “**Reopen Restaurant**,” unless otherwise specified. Each Site Specific Reopen Addendum and Non-Site Specific Reopen Addendum is referred to as a “**Reopen Addendum**,” unless otherwise specified.

We have implemented a program under which our affiliate, Restaurant Realty, may enter into a master lease for the Restaurant and sublease the lease to you (the “**Lease Assistance Program**”). The sublease for the Lease Assistance Program is attached as Exhibit S (“**Sublease**”). (See Item 10) We expect to use the Lease Assistance Program primarily for sites of former QUIZNOS Restaurants that are being reopened. However, under limited circumstances, we may also use the Lease Assistance Program for new QUIZNOS Restaurants.

We may offer certain qualified Franchisees who already operate “traditional” QUIZNOS Restaurants the right to operate a QUIZNOS Cooler in connection with their operation of the QUIZNOS Restaurant. We do not offer this opportunity to new Franchisees, unless you are purchasing a franchise for a Non-Traditional Restaurant. If we offer you the opportunity to operate a QUIZNOS Cooler in the future, and you wish to accept such offer, you will sign an addendum to the Franchise Agreement.

We may also offer certain qualified existing Franchisees who already operate a “traditional” QUIZNOS Restaurant the right to operate a QUIZNOS Restaurant located within a mobile trailer (a “**QUIZNOS Mobile Trailer**”). If you sign a Franchise Agreement for a QUIZNOS Mobile Trailer, you will sign (in addition to the Franchise Agreement) the Addendum attached as Exhibit U (the “**Mobile Trailer Addendum**”).

Under a separate Disclosure Document, we offer franchises for area director marketing businesses (“**Area Director Businesses**”), in which the area director (“**Area Director**”) acts as a sales representative within a defined geographic area (“**Territory**”) to solicit and identify prospective Franchisees, to assist in locating and securing sites for QUIZNOS Restaurants within that Territory, and to provide additional support before, during, and after the Restaurant opens. When a franchise is sold, the Franchise Agreement is signed by the Franchisee and us. The Area Directors are obligated to perform services as we promise you in the Franchise Agreement those services will be performed. As the franchisor, we are contractually responsible to you if the services are not properly performed. (See Exhibit D for information on Area Directors operating in your state.)

Under the same Disclosure Document, we offer franchises for territory developer businesses for geographic areas consisting of territories which have more limited development opportunities than standard area director markets. These territory developers (“**Territory**

Developers”) act as our sales representative and provide certain pre-opening support services to Franchisees, but do not provide ongoing services to Franchisees.

At times, we engage third parties like mall consultants to locate sites for Restaurants in non-traditional venues, such as airports and regional malls. These third parties are “**Segment Specialists.**” They carry on local, regional, or national segment development activities at non-traditional locations, including locations within Area Director and Territory Developer territories.

From January 9, 2007 to March 27, 2008, QFII offered franchises to small market area directors (“**Small Market Area Directors**”) to solicit and refer to QFII qualified prospective QUIZNOS Restaurant Franchisees and then to provide pre-opening supervision to Franchisees located in particular small market geographic areas in exchange for a fee and continuing commissions. From February 11, 2008 to March 27, 2008, QFII also offered franchises to middle market area directors (“**Middle Market Area Directors**”) to solicit and refer to QFII qualified prospective QUIZNOS Restaurant Franchisees and then to provide pre-opening supervision to Franchisees located in particular middle market geographic areas in exchange for a fee and continuing commissions. We assumed the existing Small Market/Middle Market Area Director Marketing Agreements on March 28, 2008 and continued to offer franchises for Small Market Area Director businesses and Middle Market Area Director businesses from March 28, 2008 to July 31, 2008 under a separate Disclosure Document. We are no longer offering these franchises. As of the date of this Disclosure Document, there are no Middle Market Area Directors in existence. However, there are Small Market Area Directors in existence. Therefore, if you sign a Franchise Agreement for a QUIZNOS Restaurant to be developed in an existing Small Market Area Director’s geographic area, you must also sign the Addendum to Franchise Agreement for Small Market Development attached as Exhibit Q.

Market Competition. In your market, you might compete with submarine and other sandwich restaurants and fast food restaurants (including other QUIZNOS Restaurants) that offer similar items. Our Restaurants appeal to a broad range of customers because of the perceived variety and quality of our products.

Regulations. There are no regulations specific to the operation of a QUIZNOS Restaurant, although you must comply with all local, state, and federal health and sanitation laws. Franchisees also must comply with all local, state, and federal laws of a more general nature that affect the Restaurant, including employment, workers’ compensation, insurance, corporate, tax, licensing, the Americans with Disabilities Act, and similar laws and regulations. You should familiarize yourself with these laws.

Business Experience. Our current and former affiliates and predecessors operated this franchising business beginning in 1991. We became the franchisor of all QUIZNOS Restaurant Franchise Agreements and Area Director Marketing Agreements then in effect in February 2005 and began offering QUIZNOS franchises as of March 28, 2008. QFII offered QUIZNOS franchises from February 2005 to March 2008. QF offered QUIZNOS franchises from July 2002 until January 2005. TQFC offered QUIZNOS franchises from December 2000 until September 2002. TQC began offering individual franchises in 1991 and area director franchises in March 1993 (and stopped offering both in December 2000). QF and/or TQM have offered international

master franchises since 1999. Except as described above, neither we nor any of our affiliates has offered franchises in any other line of business. We have never operated any QUIZNOS Restaurants. However, certain of our affiliates have operated QUIZNOS Restaurants on and off since 1991. (See Item 20)

Financial Requirements. We have established certain credit scores and net worth standards for prospective franchisees. In addition, the maximum amount of debt that we allow prospective franchisees to service is typically 70% of the estimated total initial investment allowed although we may consider higher limits in certain metropolitan markets in which construction costs are generally higher. (See Item 10)

ITEM 2

BUSINESS EXPERIENCE

OUR MANAGING MEMBER AND OFFICERS

We are managed by our sole member, QIP Holder LLC. The following are our officers:

Chief Executive Officer and President: Greg MacDonald

Greg MacDonald has been our and QCE Holding's Chief Executive Officer since October 2010 and President since July 2009. He also holds the same positions with TQSC II, AFD, Continental Lending Group LLC ("CLG"), QAFT, QCE Finance LLC ("QCE Finance"), QCEGC, QCE LLC ("QCE"), QIP, Quiz-CAN, Restaurant Realty, Quizmark LLC, Seattle Area Directorship II LLC ("SAD"), Source One Distribution LLC ("SOD"), TQM, TQOC and TQRC all located in Denver, Colorado. He has also served as Chief Executive Officer of QCRC, Canada Food Distribution Company ("CFDC"), Quiznos Canada Advertising Fund ("QCAF") and Quizno's Canada Real Estate Corporation ("QREC"), all located in Ontario, Canada, since October 2010 and as Director of QCRC, CFDC, QCAF and QREC since January 2007. He was the President of QCRC, QCAF, QREC and CFDC from January 2007 to October 2010. From October 2005 to January 2007, he served as QCRC's Chief Operating Officer. He served as QCRC's Chief Marketing Officer from January 2005 to October 2005 and served as QCRC's Vice President of Marketing from February 1999 to January 2005.

General Counsel, Executive Vice President and Secretary: Jeffrey K. Stahlhut

Jeffrey K. Stahlhut has been our and QCE Holding's General Counsel and Secretary since November 2009 and Executive Vice President since October 2010. He also holds the same positions with TQSC II, AFD, QAFT, QCE Finance, QCE, SOD, QCEGC, TQM, CLG, QIP, TQOC, TQRC, Quizmark LLC, Restaurant Realty, SAD, and Quiz-CAN, all located in Denver, Colorado, and QCRC, CFDC, Quiznos Canada Holding LLC ("QC Holding") and QCAF, all located in Ontario, Canada. From November 2009 to October 2010, he served as our and QCE Holding's Senior Vice President. From July 2009 to November 2009, he served as our Vice President and Associate General Counsel. From May 2006 to June 2009, he served as our Associate General Counsel and from September 2003 to May 2006, he served as our Senior Associate Real Estate Counsel.

Chief Financial Officer: Dennis Smythe

Dennis Smythe has been our and QCE Holding's Chief Financial Officer since October 2010. He also holds the same position with AFD, CLG, QCE Finance, QCE, QCEGC, QFA, QIP, Quiz-CAN, Quizmark LLC, Restaurant Realty, SAD, SOD, TQM, TQOC, TQRC, and TQSC II, all located in Denver, Colorado and CFDC, QCAF, QC Holding and QREC all located in Ontario, Canada. He is also Chief Financial Officer and Executive Vice President for QAFT located in Denver, Colorado. He was TQSC II's Executive Vice President – Finance and Accounting from October 2009 until October 2010. He also held the same position with QCRC, CFDC, QCAF and QREC (all located in Ontario, Canada) from October 2009 until October 2010. From May 2006 to September 2009, he was the Vice President of Investments for Consumer Capital Partners LLC located in Denver, Colorado. From May 2004 to April 2006, he served as Financial Analyst for Quizno's located in Denver, Colorado.

Chief Operating Officer: Michael Roper

Michael Roper has been our and QCE Holding's Chief Operating Officer since October 2010. He also holds the same position with CLG, QCE Finance, QCEGC, QCE, QIP, Quiz-CAN, Quizmark LLC, SAD, TQM, TQRC and TQSC II, all located in Denver, Colorado and QC Holding which is located in Ontario, Canada. He is also Chief Operating Officer and Executive Vice President of QAFT located in Denver, Colorado. From April 2010 to October 2010, he was TQSC II's Executive Vice President of Restaurant Operations. He was Senior Vice President of Restaurant Operations from January 2010 to March 2010. He was Vice President – Delivery Sales for TQSC II from March 2008 to December 2009. From January 2006 to February 2008 he was TQSC II's Vice President – Platform Operations. He also served as TQSC II's Vice President – Restaurant Profitability from August 2003 to December 2005.

OTHER INDIVIDUALS WITH MANAGEMENT RESPONSIBILITY

In addition to our managing member and our officers, the following individuals have management responsibility relating to the sale or operation of franchises offered by this Disclosure Document:

As discussed in Item 1 above, TQSC II acts as our Franchise Sales Agent and also on our behalf, performs our duties and obligations under QUIZNOS Franchise Agreements. The following individuals are officers or consultants of TQSC II or our affiliates with management responsibility relating to the sale or operation of franchises offered by this Disclosure Document:

Executive Vice President of Marketing: Jason Robson

Jason Robson has been TQSC II's Executive Vice President of Marketing since May 2010. He was Senior Vice President – Brand Strategy from January 2010 to April 2010. From July 2009 to December 2009 he served as the Chief Operating Officer for QCRC. He also served as Senior Vice President - Brand Experience for QCRC from November 2008 to June 2009. He was Vice President of Brand Strategy for QCRC from November 2006 to November 2008 and the Director of Strategic Planning from February 2004 to November 2006. He was the National Marketing Manager for QCRC from May 2003 to February 2004.

Executive Vice President – Development and President of Restaurant Realty LLC: Brian Belmont

Brian Belmont has been QCE Holding's Executive Vice President of Development since January 2011 and President of Restaurant Realty since November 2009. From October 2010 to January 2011, he served as Executive Vice President of Brand Expansion for TQSC II. From May 2009 to October 2009, he was the Chief Operating Officer for Triple Crown Investments, Inc. located in Denver, Colorado. From June 2008 to April 2009, he was the Chief Operating Officer for DOG Enterprises-Camp Bow Wow located in Boulder, Colorado. He was TQSC II's Senior Vice President of Development and Real Estate from November 2007 to May 2008 after having served as Senior Vice President of Real Estate from May 2007 to November 2007. He was also Senior Vice President of Real Estate and Openings from October 2006 to May 2007 and Senior Vice President of Real Estate from March 2006 to October 2006. He also served as the Senior Vice President of Development and Operations from February 2005 to March 2006. He was QF's Senior Vice President of Support Services from July 2002 to February 2005.

Chief Development Officer: Lee Vala

Lee Vala has been TQSC II's Chief Development Officer since May 2010. From June 2009 to April 2010, he was the owner of Valainteractive d/b/a ValaInternational, a franchise consulting company, located in Denver, Colorado. From June 2007 to May 2009, he served as Senior Vice President, Global Development for The Alternative Board located in Westminster, Colorado. He served as TQSC II's Senior Vice President of International Development from February 2005 to May 2007. He held the same position with QF from June 2002 to February 2005 and TQFC from October 2000 to February 2005. He also held a similar position with TQC from June 2000 to June 2002. He served as TQC's Vice President of International Operations from November 1998 to July 2000.

Senior Vice President – Quality Assurance and Strategic Testing: Michael P. Manning

Michael P. Manning has been TQSC II's Senior Vice President of Quality Assurance and Strategic Testing since April 2010. He served as Senior Vice President – Ops. Platform and Training from July 2009 to March 2010. From May 2006 to June 2009, he served as the Vice President of Quality Assurance and from January 2002 to April 2006, he was the Vice President of R&D and Product Optimization. He was the Director of R&D from January 1999 to January 2002.

Senior Vice President – Development – Convenience and Non-Traditional: Shultz A. Hartgrove, III

Shultz A. Hartgrove, III has been TQSC II's Senior Vice President – Development – Convenience and Non-Traditional since March 2010. From September 2009 to March 2010, he served as Senior Vice President – Development - Convenience. From June 2004 to September 2009, he was the Director of National Accounts for NBTY, Inc. located in Ronkonkoma, New York.

Senior Vice President – Development: David Bloom

David Bloom has been TQSC II's Senior Vice President – Development since November 2009. From January 2008 to October 2009, he was a Principal Partner of Capital Idea Group located in Sarasota, Florida. From January 2007 to January 2008, he served as Vice President of Sales for Clockwork Home Services located in Sarasota, Florida. From January 2006 to January 2007, he served as President of Frangrowth-Dynetech located in Orlando, Florida. He served as TQSC II's Senior Vice President – Brand Expansion from October 2005 to October 2006, Senior Vice President – Brand Expansion Canada from October 2003 to October 2005 and Vice President of Development from October 2002 to October 2003.

Senior Vice President – Operations: Mark Rogers

Mark Rogers has been TQSC II's Senior Vice President of Operations since October 2010. From April 2010 to October 2010, he was Vice President of Operations. From November 2009 to March 2010, he was Senior Director of Operations. He served as Vice President of Triton Subs, Inc. located in Lafayette, California from November 1998 to September 2009.

Senior Vice President - Development: Marc Choy

Marc Choy has been QCRC's Senior Vice President – Development since October 2010. From July 2009 to October 2010, he was Regional Vice President – Ontario. From July 2008 to July 2009, he was Senior Director of Non-Traditional Restaurants. From July 2007 to July 2008 he was Senior Director of Chain Management. From July 2005 to June 2007, he was Director of Chain Management.

Vice President – Franchise Marketing: Chad Corrigan

Chad Corrigan has been TQSC II's Vice President – Franchise Marketing since October 2010. From November 2008 to October 2010, he served as Director of Market Planning and Franchise Marketing. From February 2008 to November 2008, he served as Manager of Market Planning. From April 2007 to February 2008, he served as a Market Planning Analyst. From March 2006 to April 2007, he served as a Management Analyst for Bearing Point located in Denver, Colorado.

Vice President – Quality Assurance: Jennifer L. Hejaily

Jennifer L. Hejaily has been TQSC II's Vice President – Quality Assurance since October 2010. From May 2010 to October 2010, she served as Senior Director – Quality Assurance. From August 2009 to May 2010, she served as Director – Bakery Quality Assurance and served as Quality Assurance Category Manager from June 2007 to August 2009. From August 2005 to June 2007, she served as Manager of Technical Development for ConAgra Foods located in Omaha, Nebraska.

Vice President – Sales: Eli Chediak

Eli Chediak has served as TQSC II's Vice President – Sales since November 2009. From May 2009 to November 2009, he served as an Area Development Market Captain. From March

2009 to May 2009, he served as Vice President of Strategic Sprint Markets and was Vice President of Strategic Business Development from June 2008 to March 2009. From May 2007 to June 2008, he served as Vice President of Development. From May 2006 to May 2007, he served as Vice President of Field Marketing. From January 2004 to May 2007, he served as Vice President of Regional Operations. From November 2001 to January 2004, he served as Regional Director of Operations.

Vice President – Real Estate: Allyn Taylor

Allyn Taylor has served as TQSC II's Vice President – Real Estate since November 2010. From January 2010 to November 2010, he served as Director of Real Estate for Panera Bread located in St. Louis, Missouri. From June 2009 to December 2009, he was a Principal of TRE Solutions located in Phoenix, Arizona. From April 2007 to May 2009, he served as Vice President of Real Estate for PF Chiang's China Bistro, Inc. located in Scottsdale, Arizona. From January 2003 to March 2007, he served as Vice President for ANZ Company, LLC located in Plano, Texas.

The following individuals serve on the Board of Managers for our ultimate parent, QCE Holding:

Chairman of the Board of Managers: Richard E. Schaden

Richard E. Schaden has been the Chairman of the Board of Managers of QCE Holding since May 2006. Mr. Schaden was Chief Executive Officer for us, TQSC II, AFD, CLG, QAFT, QCE Finance, QCEGC, QCE, QIP, Quiz-CAN, QC Holding, SAD, SOD, TQM, TQOC, TQRC, CFDC, QCAF, QREC and QCRC from February 2009 to October 2010. He was a member of the Board of Managers of QFII from February 2005 to April 2008. He was the Chief Executive Officer of TQSC LLC from June 2002 to December 2007. He was also the Chief Executive Officer of QFII, QFA and TQSC II from February 2005 to January 2007. Mr. Schaden also served on the Board of Directors of TQM from July 2002 to December 2005. He was at various times from July 2002 to January 2007, the President and Chief Executive Officer and/or Chairman of the Board of QF. Mr. Schaden was also at various times from October 2000 to January 2007, the President and Chief Executive Officer of TQFC. He has also been the Chief Executive Officer of The Cervantes Holding Company since May 2006.

Member of the Board of Managers: Greg B. Brenneman

Greg B. Brenneman has been a member of the Board of Managers of QCE Holding since July 2010. He has also been Chairman of CCMP Capital Advisors LLC since October 2008. From September 2008 to July 2010, he was Executive Chairman of the Board of Managers of QCE Holding. He was also our, QFII's and certain of our affiliates' Chief Executive Officer from January 2007 to September 2008. Since November 1994, Mr. Brenneman has been the Chairman and Chief Executive Officer of TurnWorks, Inc., located in The Woodlands, Texas. He was Chief Executive Officer and a director of Burger King Corporation, located in Miami, Florida, from August 2004 to April 2006. He was also Chairman of Burger King Corporation from February 2005 to April 2006. Mr. Brenneman has also served for over 5 years on the board

of directors of The Home Depot, Inc., located in Atlanta, Georgia, and ADP, located in Roseland, New Jersey and a number of CCMP portfolio companies.

Member of the Board of Managers: Patrick E. Meyers

Patrick E. Meyers has been a member of the Board of Managers of QCE Holding since May 2006. From July 2009 to November 2009, he served as our and QCE Holding's General Counsel, Executive Vice President and Secretary and also held these same positions with TQSC II, AFD, CLG Leasing LLC ("CLG Leasing"), CLG, Encore 560-0657 LLC, QAFT, QCE Finance, QCEGC, QCE, QCRC, QIP, Quiz-CAN, QC Holding, SAD, SOD, TQM, TQOC and TQRC, all located in Denver, Colorado and CFDC, QCAF, QREC and QCRC, all located in Ontario, Canada. Mr. Meyers has also been the Chief Legal Officer and a member of the Board of Directors for The Cervantes Holding Company, located in Denver, Colorado since May 2006. He was a member of QFII's Board of Managers from February 2005 to April 2008. He served as our, QFII's and TQFC's Chief Legal Officer from October 2006 to May 2007 and our, QFII's and TQFC's Executive Vice President of Finance, Planning and Support from February 2005 to October 2006. He held the same positions with QF and TQFC from July 2002 to May 2007. He was also Secretary of QFII, QF and TQFC until October 2006. He was TQFC's Vice President until July 2002, when he became Executive Vice President until May 2007. He held these positions with QFII from February 2005 to May 2007, QF from June 2002 to May 2007, and TQFC from October 2000 to December 2006. Mr. Meyers also served on the Board of Directors of TQM from July 2002 to December 2005.

Member of the Board of Managers: David Prokupek

David Prokupek has been a member of the Board of Managers of QCE Holding since December 2007. Mr. Prokupek has also been the Chairman of Icon Burger Development Company, LLC located in Denver, Colorado, since July 2009. He has also served as the Chief Executive Officer of Smashburger, located in Denver, Colorado, since February 2010 and its President since July 2010. He served as Smashburger's Chief Investment Officer from November 2007 to February 2010. He has also served as the Chief Executive Officer of Smashburger Master LLC and other related entities, all located in Denver, Colorado, since February 2010 and their President since July 2010. He has also been the Chief Investment Officer of The Cervantes Holding Company and other related entities, all located in Denver, Colorado, since November 2007 and their President since January 2010. He was also appointed the Managing Director of The Cervantes Holding Company in January 2010. Since July 2002, he has been the Chief Executive Officer and owner of Geronimo Financial in Denver, Colorado.

Member of the Board of Managers: Stephen P. Murray

Stephen P. Murray has been a member of the Board of Managers of QCE Holding since May 2006. He has also been the President and Chief Executive Officer of CCMP Capital Advisors, LLC located in New York, New York since August 1, 2006. Currently, he also serves on the board of directors of AMC Entertainment, ARAMARK Corporation, CareMore Medical Enterprises, Crestcom, Generac Power Systems, Hanley Wood, Jetro Holdings, Legacy Hospital Partners (Holdings), LLC, Noble Environmental Power, Octago Credit Investors, Strongwood

Insurance, InfoGroup and Warner Chilcott. He was a Managing Director of JPMorgan in New York, New York between July 1984 and July 2006.

Member of the Board of Managers: Richard F. Schaden

Richard F. Schaden has been a member of the Board of Managers of QCE Holding since May 2006. In 1968, Mr. Schaden became a founding partner of the law firm Schaden, Katzman, Lampert & McClune in Broomfield, Colorado where he now practices as Of Counsel. Mr. Schaden was one of TQSC LLC's Directors from February 2005 until May 2006. He was also one of QF's Directors and a Vice President of QF from June 2002 to December 2005. Mr. Schaden also served on the Board of Directors of TQM from July 2002 to December 2005.

Member of the Board of Managers: Frederick H. Schaden

Frederick H. Schaden has been a member of the Board of Managers of QCE Holding since May 2006. Mr. Schaden is also the Vice President Strategic Projects of Consumer Capital Partners, LLC in Denver, Colorado since January 2007. He was also the Vice President Strategic Projects of Quiznos located in Denver, Colorado from June 2002 to December 2006. Mr. Schaden also served on the Board of Directors of TQM from July 2002 to August 2005.

Member of the Board of Managers: John Warner

John Warner has been a member of the Board of Managers of QCE Holding since May 2006. He also currently sits on the board of directors of Chromalox, MetoKote, and Noble Environmental Power. Mr. Warner has also been a Managing Director of CCMP Capital Advisors, LLC located in New York, New York since June 2000.

Member of the Board of Managers: John D. Bowlin

John D. Bowlin has been a member of the Board of Managers of QCE Holding since May 2008 after having previously served as an Investor/Consultant for the Board of Managers. From 2003 until December 2009, he was Non-Executive Chairman and Director of the Board of Pliant Corp. located in Schaumburg, Illinois. From 2003 to August 2009, he was Non-Executive Chairman and Director of the Board of Spectrum Brands Inc. located in Atlanta, Georgia. He has also been a Director of Generac Power Systems Inc. located in Waukesha, Wisconsin since 2006. Between 2003 and 2006, Mr. Bowlin was also a Director of Chupa Chups located in Barcelona, Spain. He has also been an advisor and consultant to CCMP Capital Advisors, LLC located in New York, New York since February 2008.

Member of the Board of Managers: Thomas Ryan

Thomas Ryan has been a member of the Board of Managers of QCE Holding since August 2008. Mr. Ryan has also served as a Managing Partner and the Chief Concept Officer of Cervantes Holding Company since May 2007 located in Denver, Colorado. Mr. Ryan is the Founder and has served as the Chief Concept Officer of Smashburger, located in Denver, Colorado, since January 2007. From July 2003 to May 2007, he was Executive Vice President - Branding for Quizno's in Denver, Colorado.

ITEM 3
LITIGATION

PENDING:

2038724 Ontario Ltd. and 2036250 Ontario Inc. v. Quizno's Canada Restaurant Corporation et al., Court File No. 06-CV-311330CP (Ontario Superior Court of Justice). On May 12, 2006, plaintiffs, who are current QUIZNOS franchisees, filed a putative class action claim against QCRC, Quiz-Can, TQM and others, asserting claims for violation of section 61(1) of the Competition Act, conspiracy regarding price fixing and price maintenance, breach of contract, and violation of a duty of fair dealing under section 3 of the Wishart Act. The claim seeks an unspecified amount of damages and interest. On July 28, 2006, plaintiffs filed their certification motion materials. On November 3, 2006, plaintiffs amended their claim, adding a claim for violation of section 7 of the Franchises Act, and seeking costs. On March 5, 2008, plaintiffs' motion for class certification was dismissed. Plaintiffs' appeal of the dismissal of its motion for class certification was granted on April 27, 2009. Defendants' appeal was denied June 24, 2010. Defendants' application for leave to appeal to the Supreme Court of Canada was denied on February 3, 2011. Since March 26, 2008, certain members of the putative class have entered into a settlement and release agreement with defendants (each a "Settlement Franchisee"), whereby in consideration of a release of all of a Settlement Franchisee's claims against defendants relating to food pricing and distribution, defendants agree to: (i) supply the Settlement Franchisee with Coca-Cola products at a set price until December 31, 2014 (subject to yearly producer price index adjustments); (ii) undertake a low cost food pledge ("Low Cost Food Pledge"), whereby defendants agree that the cost paid by the Settlement Franchisee to defendants (or its designated supplier) for a certain basket of products will be less than the cost charged by certain wholesalers for the same basket of products; and (iii) engage the services of an independent audit firm to review annually the total cost of the basket of products charged by defendants to the Settlement Franchisee to determine whether defendants have satisfied the Low Cost Food Pledge. If the independent audit firm finds that defendants do not meet the Low Cost Food Pledge, defendants will, for the balance of the year, reduce the cost of the basket of products sold to the Settlement Franchisee to make up for the difference between defendants' cost and wholesalers' cost for the basket of products in the previous year. As of the date of this Disclosure Document, approximately 180 members of the putative class have signed the settlement and release agreement. Defendants intend to continue to vigorously defend this action.

Kalpesh Master, et al. v. The Quizno's Franchise Company, et al., No. MER-L-1966-06 (Superior Court of New Jersey, Mercer County, Law Division). On July 31, 2006, 9 plaintiff parties, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a complaint against TQFC and QFA asserting claims for breach of contract, violation of the NJFPA, negligence (failure to supervise agents), and breach of a duty of good faith and fair dealing based on alleged misrepresentations and omissions made in connection with the offer and sale of franchises. The complaint seeks an unspecified amount of damages, attorneys' fees, costs, and interest. Plaintiffs' claims for violation of the NJFPA and negligence were dismissed by the court on May 18, 2007. On April 24, 2008, defendants filed counterclaims against the plaintiffs asserting claims for breach of contract. The parties have reached a settlement in principal and plaintiffs

have requested that the court remove the trial from its calendar. If the parties do not finalize the settlement, defendants intend to continue to vigorously defend this action and to prosecute their counterclaims against plaintiffs.

Captiva Investments Limited v. Quizno's Canada Real Estate Corporation, Court File No. 06-CV-309815-PD2 (Ontario Superior Court of Justice). On April 19, 2006, plaintiff, the landlord for the premises of a QUIZNOS Restaurant, filed a claim against QREC seeking past due rent and other costs and expenses under the terms of a lease between the landlord and QREC (the "Lease"). QREC had been subletting the premises to QCRC franchisees, 2054855 Ontario Inc., Inderjeet Sidhu and Kaljit Singh (together "Sidhu"). The landlord and QREC agreed to settle the case, with QREC agreeing to pay plaintiff the sum of \$64,200.00 plus costs and expenses (the "Settlement Amount"). On June 19, 2006, QREC filed a third party claim against Sidhu seeking contribution and indemnity from Sidhu for any amounts payable or paid by QREC for damages, interest or costs related to the Lease and seeking indemnity for the Settlement Amount. On August 9, 2006, Sidhu filed a fourth party claim against QCRC, asserting claims for unlawful termination, breach of contract and sublease, breach of the implied duty of good faith, and breach of a statutory duty of good faith and fair dealing under the Wishart Act. The fourth party claim seeks an unspecified amount of damages. On September 29, 2006, QCRC filed a counterclaim against Sidhu seeking past due and lost future royalties and fees. The landlord's claims against QREC were dismissed January 4, 2007. QREC and QCRC intend to vigorously defend and prosecute this action with regards to the claims made by and against Sidhu.

MKJA, Inc., et al. v. 123 Fit Franchising, LLC et al. and DOES 1-25, Case No. GIN055734 (Superior Court of California, County of San Diego, North District). On September 27, 2006, MKJA, Inc., Kris Roberts, Mike Roberts, Julie Dominguez, Inc., Julie Dominguez, John R. Dominguez, Jr., Corefit, Inc., Lezlie Martin and Krista Crocker, who are current and former 123 Fit franchisees and their principals, filed a statement of claim against 123 Fit Franchising, LLC, 123 Fit Services, LLC and Richard Schaden, a member of the Board of Managers of our parent, among others (the "defendants"), asserting claims for failure to comply with the disclosure requirements of the California Franchise Investment Law, breach of contract, breach of the implied covenant of good faith and fair dealing, violation of the California Business and Professions Code, and fraud in the inducement. Plaintiffs alleged that these claims arose out of failure by the defendants to disclose, among other things, information relating to the initial investment required for the franchise. The claim seeks an unspecified amount of damages, injunctive relief, attorneys' fees, and costs. On October 31, 2007, the court ordered the parties to arbitrate this dispute. On September 10, 2009, the court entered an order lifting the stay of the lawsuit that was entered to provide for court-ordered arbitration. On January 4, 2011, the California Court of Appeals reversed the court's order lifting the stay of the lawsuit. The defendants intend to vigorously defend this lawsuit.

Quizno's Canada Restaurant Corporation v. Kileel Development Ltd., et al., Court File No. 06-CV-322214-PD-2 (Ontario Superior Court of Justice). On November 13, 2006, QCRC filed a claim against the defendants, a former QCRC area director and certain of its employees, asserting claims for breach of contract, inducing breach of contract, unlawful interference with economic relations and intentional interference with contractual relations. The claim seeks damages, a declaration that the area director marketing agreement is terminated, injunctive relief

requiring defendants from acting as a QCRC area director, and an order compelling defendants to comply with the post termination obligations under the agreement. In December 2006, defendants filed a counterclaim against QCRC, TQC, TQM, Quiz-Can and Greg MacDonald, asserting claims for breach of contract, negligent misrepresentation, intentional interference with economic relations and defamation. The counterclaim seeks an unspecified amount of damages, interest, and costs. On or about December 2, 2008, plaintiff amended its complaint to add an additional claim for relief against defendants for breach of contract in connection with defendants' abandonment of 2 QUIZNOS Restaurants. In response, defendants added a counterclaim against plaintiff for breach of defendants' 3 remaining franchise agreements under which defendants have not opened any QUIZNOS Restaurant. Plaintiff intends to vigorously prosecute its claims against defendants and the QUIZNOS entities intend to vigorously defend the counterclaim against them.

Star Inc. v. QFA Royalties LLC, Case No. CA1772 (Colorado Court of Appeals). On July 19, 2007, plaintiff, a current QUIZNOS area director, filed a complaint against QFA in the United States District Court for the Eastern District of Washington regarding certain disputes arising under an area director marketing agreement between the parties. The complaint asserts claims for breach of express, implied or quasi contract promissory estoppel and violations of the Washington Franchise Investment and Consumer Protection Acts. The complaint seeks, among other things, an unspecified amount of damages and a declaration regarding certain of the parties' rights and/or obligations under the area director marketing agreement. On October 17, 2007, the court entered an order transferring the case to the United States District Court for the District of Colorado. Plaintiff filed an amended complaint on March 17, 2008, which seeks entitlement to additional monies recovered by QFA from a third party. On April 3, 2009, plaintiff filed a second amended complaint to add a breach of contract claim. On January 25, 2010, the parties agreed to move the case to the Arapahoe County, Colorado District Court and stipulated to a dismissal of the United States District Court for the District of Colorado action without prejudice. Accordingly, plaintiff re-filed its complaint with the Arapahoe County, Colorado District Court (Case No. 10 CV 401 (Arapahoe County, Colorado District Court)) on February 19, 2010, and QFA re-filed its counterclaims against plaintiff on March 23, 2010. On August 17, 2010, the court denied plaintiff's motion for partial summary judgment and granted QFA's motion for summary judgment which resolved all issues between the parties except for costs. On September 27, 2010, the court awarded QFA costs. Plaintiff filed its opening brief with the Colorado Court of Appeals on January 3, 2011 to appeal the court's summary judgment order, and QFA filed its answer on February 7, 2011. QFA intends to continue to vigorously defend this action.

Raymond A. Lanfear, et al. v. The Home Depot, Inc., et al., Case No. 1:07-cv-197-ODE (United States District Court for the Northern District of Georgia). On June 29, 2006, Terry Clark filed a purported uncertified class action against Home Depot, Inc., The Home Depot FutureBuilder Administrative Committee and certain of the Company's current and former directors and employees, including Gregory D. Brenneman (together, "Defendants"), in the United States District Court for the Eastern District of New York (Terry Clark v. Home Depot, Inc., et al., Case No. 1:06-cv-03216-CPS-RLM), asserting claims for breach of fiduciary duty in violation of §502 of the Employee Retirement Income Security Act of 1974 ("ERISA") (29 U.S.C. §1132) in connection with Home Depot's return-to-vendor and stock option practices. The complaint was brought on behalf of Home Depot's defined contribution plan (the "Plan")

and seeks an unspecified amount to restore losses to the Plan, equitable relief, including, without limitation, injunctive relief and, as available under applicable law, constructive trust, restitution, and other monetary relief. On August 15, 2006 and October 3, 2006, Raymond A. Lanfear and Randall W. Clark, respectively, separately filed purported uncertified class actions against the same Defendants for the same cause of action and relief as sought in Terry Clark (Raymond A. Lanfear v. Home Depot, Inc., et al., Case No. 1:06-cv-03938-CPS-RLM; and Randall W. Clark, et al., v. Home Depot, Inc., et al., Case No. 1:06-cv-05384-CPS-RLM, respectively) in the United States District Court for Eastern District of New York. On November 22, 2006, November 29, 2006, and January 12, 2007, the Terry Clark, Lanfear, and Randall Clark actions, respectively, were transferred to the U.S. District Court for the Northern District of Georgia, Atlanta. On January 23, 2007, the plaintiffs joined together in the above captioned case. On March 1, 2007, the three original plaintiffs filed an amended complaint against the same defendants alleging the same actions and seeking the same relief. On March 15, 2007, the three original plaintiffs and two additional former employees filed a joint amended complaint seeking certification as a class action. On April 5, 2007, the Terry Clark and Randall Clark actions were voluntarily dismissed by the plaintiffs. On September 10, 2007, the court dismissed the remaining complaint. On September 16, 2007, plaintiffs filed a notice of appeal. On July 31, 2008, the Eleventh Circuit reversed the District Court's ruling that plaintiffs lacked standing to sue under ERISA but affirmed the District Court's ruling that plaintiffs had failed to exhaust the Plan's administrative review process. The Eleventh Circuit remanded the case back to the District Court which stayed the case while the plaintiffs exhausted their administrative remedies. In August 2008, the plaintiffs filed a claim seeking administrative review. On August 25, 2009, plaintiffs' claim was denied administrative review. On November 9, 2009, plaintiffs filed a third amended complaint in the U.S. District Court for the Northern District of Georgia, Atlanta against the same defendants alleging the same actions and asserting that they had exhausted their administrative remedies. Defendants' motion to dismiss the third amended complaint was granted on June 7, 2010. On June 28, 2010, plaintiffs filed a notice of appeal to the United States Court of Appeals for the Eleventh Circuit.

Joe Martrano, et al., v. The Quizno's Franchise Company LLC, et al, Case No. 08-cv-00932 (United States District Court for the Western District of Pennsylvania). On July 3, 2008, 7 plaintiff parties, who are current and former QUIZNOS franchisees, filed a putative class action complaint against TQFC, QF, QFII, TQM, QFA, QZ Finance LLC, QIP, TQSC LLC, Cervantes Capital LLC, Richard E. Schaden, Richard F. Schaden, and certain former QUIZNOS employees, asserting claims for violation of the federal *RICO* statute (18 U.S.C. § 1962), Section 1 of the Sherman Act, the Pennsylvania Statute (Title 18 Chapter 39 § 3921, 3922, and 3926 and Title 18 Chapter 41 § 4104, 4107, and 4108), and for fraud in the inducement, breach of contract, and for breach of the covenant of good faith and fair dealing, all allegedly arising out of the sale of franchises and the subsequent sale to franchisees of certain products or services. The complaint seeks unspecified preliminary and permanent injunctive relief, and an unspecified general, multiple, and treble amount of damages. On or about August 13, 2008, plaintiffs filed a voluntary dismissal without prejudice of certain of the former QUIZNOS employees. On August 13, 2008, plaintiffs filed an amended complaint adding 5 additional current and former QUIZNOS franchisees as plaintiffs. On September 30, 2008, plaintiffs filed a second amended complaint adding one additional former QUIZNOS franchisee as a named plaintiff. On June 15, 2009, the court denied defendants' motion to dismiss plaintiffs' second amended complaint.

Defendants filed counterclaims against plaintiffs for breach of contract on July 14, 2009. On June 8, 2010, plaintiffs filed a motion to withdraw class certification, which motion was granted on June 9, 2010. Defendants filed amended counterclaims against plaintiffs on December 31, 2010. Defendants intend to vigorously defend this action and prosecute their counterclaims against plaintiffs.

Sung Tae Jung, et al. v. Quizno's Franchising II LLC, et al., Case No. 09 CV 1724 (District Court for the City and County of Denver, Colorado). On February 13, 2009, plaintiffs, who were potential QUIZNOS franchisees, filed a complaint against QFII, TQSC LLC, TQSC II, and other unrelated parties, asserting claims for violation of the Colorado Consumer Protection Act, false misrepresentations, fraudulent nondisclosure, fraudulent inducement, breach of implied contract, extreme and outrageous conduct, civil theft, unjust enrichment, civil conspiracy, promissory estoppel, vicarious liability, apparent authority vicarious liability, negligent hiring, and negligent supervision. The plaintiffs alleged that representations made by defendants led plaintiffs to believe that the restaurant they purchased was going to be a QUIZNOS Restaurant. The complaint seeks an unspecified amount of damages, costs, and interest. The QUIZNOS entities' motion to dismiss was denied on November 24, 2009. The QUIZNOS entities filed an answer on December 9, 2009. The case has been stayed due to an investigation by the Federal Bureau of Investigation into certain defendants who are not related to QUIZNOS. The QUIZNOS entities intend to vigorously defend these claims.

Quizno's Canada Restaurant Corporation, et al. v. Mountainview Foods Inc., et al., Court File No. 07-CV-340018PD (Ontario Superior Court of Justice). On September 14, 2007, QCRC and QREC filed a claim against defendants, a former QCRC franchisee and its principals, asserting claims for breaches of the franchise agreement and breaches of the lease arising from defendants' abandonment of their QUIZNOS Restaurant. The claim seeks lost future royalties under the defendants' franchise agreement in the amount of \$473,679.44, unpaid rent in the amount of \$300,000, interest, and costs. On November 26, 2007, defendants filed counterclaims against QCRC and QREC, asserting claims for negligent misrepresentation, negligence, breach of the common law and statutory duty of good faith, and breach of the statutory duty of fair dealing. The counterclaim seeks damages in excess of \$500,000, interest, and costs. This action has been stayed due to the defendants filing bankruptcy on September 10, 2008.

Mountainview Collingwood Food Inc., et al. v. Quizno's Canada Restaurant Corporation, Court File No. 07-CV-344331PDI (Ontario Superior Court of Justice). On November 26, 2007, plaintiffs, a former QCRC franchisee and its principals, filed a claim against QCRC, asserting claims for breach of contract, breach of the common law and statutory obligation of good faith, and breach of the statutory duty of fair dealing based on QCRC's alleged refusal to approve the transfer of plaintiffs' QUIZNOS Restaurant. The claim seeks damages in excess of \$500,000, interest, and costs. This action has been stayed due to the plaintiffs filing bankruptcy on September 10, 2008.

The Quiznos Corporation UK, LTD v. QFA Royalties LLC, Quiznos Franchising LLC, The Quiznos Master, LLC, QZ Finance LLC, QCE LLC, and John Doe Quiznos Entities 1-10, Case No. 09CV6562 (District Court, City and County of Denver, State of Colorado). On July 1, 2009, the plaintiff, a QUIZNOS master franchisee in the United Kingdom, filed a complaint in Colorado State Court against QFA, QF, TQM, QZ Finance LLC, QCE and John Doe Quiznos

Entities 1-10. The complaint alleges breach of contract with regard to the master franchise agreement, breach of covenant of good faith and fair dealing, violation of the Colorado Consumer Protection Act, and fraud in the inducement. Plaintiff also requests that the court declare any releases signed by plaintiff to be void and unenforceable. The complaint seeks compensatory, consequential, and statutory economic and non-economic damages; in the alternative to damages, rescission of the franchise agreement and any addendums, treble damages, pre and post judgment interest, costs and attorneys fees as well as a declaration regarding the parties' respective rights and obligations. Defendants' motion to dismiss was denied on November 9, 2009. Defendants filed counterclaims against plaintiff and its principals for breach of contract on November 23, 2009. On September 3, 2010, plaintiffs filed a motion for preliminary injunction, which was denied by the court on January 6, 2011. On February 18, 2011, the parties reached a settlement in principal and on February 25, 2011 the court stayed the matter for 60 days pending finalization of the settlement. If the parties do not finalize the settlement, defendants intend to continue to vigorously defend this action and prosecute their counterclaims against plaintiff and its principals.

David Christensen, et al. v. Steve Calbert, et al., Case No. 09 0915062 (District Court, County of Salt Lake, State of Utah). On September 10, 2009, plaintiffs, a former QUIZNOS franchisee, filed a complaint against a current QUIZNOS franchisee and "Quizno's Inc." The complaint alleges breach of good faith duty and negligently failing or refusing to enforce transfer agreement against "Quizno's Inc." and seeks an unspecified amount of damages. "Quizno's Inc." is not, and has never been, a legal entity associated with QFA.

Ballwin Food Beverage, Inc., et al., v. Quiznos Franchising II LLC, et al., Case No. 2010CV3711 (District Court, City and County of Denver, State of Colorado). Between May 7, 2010 and October 12, 2010, the following 18 separate complaints were filed by current and former QUIZNOS franchisees against QFA, certain of its affiliates, and certain current and former QUIZNOS officers, directors and employees: Neptune Group Inc., et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv3716, District Court, City and County of Denver, State of Colorado, filed May 7, 2010 and amended June 4, 2010); Harry G. Pappas III v. The Quizno's Franchise Company LLC f/k/a The Quizno's Corporation, et al., (Case No. 2010cv3740, District Court, City and County of Denver, State of Colorado, filed May 7, 2010 and amended June 9, 2010); SK7 Inc., et al. v. Quizno's Franchising II LLC, et al., (Case No. 2010cv4484, District Court, City and County of Denver, State of Colorado; filed and amended on June 3, 2010); BC-Q LLC, et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv03920, District Court, City and County of Denver, State of Colorado, filed and amended June 3, 2010); SAP & NSD Inc., et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv4551, District Court, City and County of Denver, State of Colorado, filed and amended June 4, 2010); O.T.I.S. Enterprise LLC, et al. v. The Quizno's Franchise Company LLC f/k/a The Quizno's Corporation, et al., (Case No. 2010cv4540, District Court, City and County of Denver, State of Colorado, filed June 4, 2010); Too Bee Foods LLC, et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv4571, District Court, City and County of Denver, State of Colorado, filed June 7, 2010); Ballwin Food & Beverage Inc., et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv3711, District Court, City and County of Denver, State of Colorado, filed June 8, 2010); Dr. P's LLC, et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv3714, District Court, City and County of Denver, State of Colorado, filed and amended May 9, 2010); K.R. & K Enterprises LLC, et al. v. The Quizno's Franchise Company LLC f/k/a The Quizno's Corporation, et al., (Case No.

2010cv4669, District Court, City and County of Denver, State of Colorado, filed June 10, 2010); Sub-Thing Great Inc., et al. v. The Quizno's Franchise Company LLC f/k/a The Quizno's Corporation, et al., (Case No. 2010cv3905, District Court, City and County of Denver, State of Colorado, filed and amended June 10, 2010); Lop Duk Wong v. Quizno's Franchising II LLC, et al., (Case No. 2010cv4797, District Court, City and County of Denver, State of Colorado, filed June 14, 2010); VDS LLC, et al. v. Quizno's Franchising II LLC, et al., (Case No. 2010cv4906, District Court, City and County of Denver, State of Colorado, filed June 15, 2010); Cascade Enterprises L.C., et al. v. The Quizno's Franchise Company LLC f/k/a The Quizno's Corporation, et al., (Case No. 2010cv4871, District Court, City and County of Denver, State of Colorado, filed June 16, 2010); College Park Foods Inc., et al. v. The Quizno's Franchise Company LLC f/k/a The Quizno's Corporation, et al., (Case No. 2010cv4889, District Court, City and County of Denver, State of Colorado, filed June 17, 2010); Abi-Sam Foods LLC, et al. v. The Quizno's Franchise Company LLC f/k/a The Quizno's Corporation, et al., (Case No. 2010cv4888, District Court, City and County of Denver, State of Colorado, filed June 17, 2010); Michael Gatas et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv8128, District Court, City and County of Denver, State of Colorado, filed October 12, 2010); and Mark Rosenberg, et al. v. Quizno's Franchising LLC, et al., (Case No. 2010cv8129, District Court, City and County of Denver, State of Colorado, filed October 12, 2010). In each of the above 18 lawsuits, at least one party in the plaintiff group has claimed to have opted out of the *Siemer v. The Quizno's Franchise Company LLC* national class action settlement agreement that was granted final approval by the United States District Court for the Northern District of Illinois on August 13, 2010.

Except where noted below, all of the above lawsuits are against QFII, QFA, TQM, QZ Finance LLC, QIP, TQSC II, QCE Holding, QCE Incentive LLC, QCE Finance, QCE, AFD, SOD, S&S Equipment Company LLC, BA-BING! LLC, Chain Management Systems LLC, Kinetic Sourcing Solutions LLC, CLG, CLG Leasing, QAFT, Richard E. Schaden, Richard F. Schaden, Patrick E. Meyers, a former Quiznos employee, John Doe 1-50, The Cervantes Holding Company, Cervantes Capital LLC, Cervantes Master LLC, and Quiznos Finance LLC. The O.T.I.S. Enterprise LLC lawsuit adds TQFC as an additional defendant. The Too Bee Foods LLC, Dr. P's LLC, SAP & NSD Inc., BC-Q LLC, Ballwin Food & Beverage Inc., Neptune Group Inc., and Gatas and Rosenberg lawsuits add QF as an additional defendant. The K.R. & K Enterprises LLC, College Park Foods Inc., Pappas, Abi-Sam Foods LLC, Sub-Thing Great Inc., and Cascade Enterprises L.C. lawsuits add QF and TQFC as additional defendants.

Except where noted below, all of the 18 lawsuits allege the following claims: (1) violations of the Colorado Organized Crime Control Act, C.R.S. 18-17-101 et seq., including fraudulent scheme to sell mandated essential goods at inflated prices, fraudulent scheme to sell franchise agreements, and unlawful control over franchisees through a pattern of racketeering activity; (2) violation of the Colorado Consumer Protection Act; (3) conspiracy to violate the Colorado Consumer Protection Act; (4) aiding and abetting the violation of the Colorado Consumer Protection Act; (5) breach of contract; (6) breach of the implied covenant of good faith and fair dealing; (7) unjust enrichment; (8) fraud in the inducement; (9) conspiracy to commit fraud in the inducement; (10) aiding and abetting fraud in the inducement; (11) promissory fraud; (12) conspiracy to commit promissory fraud; (13) aiding and abetting promissory fraud; (14) illusory contract; (15) breach of fiduciary duty; (16) conspiracy to breach fiduciary duty; (17) aiding and abetting breach of fiduciary duty; (18) declaratory judgment; (19)

violation of Colorado's Civil Theft Act; (20) conspiracy to commit civil theft; and (21) aiding and abetting civil theft. The Cascade Enterprises L.C., Abi-Sam Foods LLC, Pappas, Ballwin Food & Beverage Inc., and Dr. P's LLC lawsuits add an additional claim for economic duress.

Finally, all 18 lawsuits seek preliminary and permanent injunction relief, an order declaring certain provisions of the plaintiffs' franchise agreements unconscionable and therefore unenforceable, an order declaring the plaintiffs' franchise agreements illusory, compensatory, consequential and statutory damages, disgorgement of defendants illegally-obtained profits, attorneys' fees and costs, and rescission of plaintiffs' franchise agreements.

On July 27, 2010, the QUIZNOS entities filed motions to dismiss the above lawsuits (except for the Gatas and Rosenberg lawsuits which were filed subsequent to the QUIZNOS entities' motions to dismiss) in their entirety and also filed separate motions to dismiss the individual defendants from these 16 lawsuits. On August 31, 2010, the QUIZNOS entities filed motions to strike plaintiffs' jury demand, which motion were granted on November 22, 2010. On November 22, 2010, the court also granted the QUIZNOS entities' motion to dismiss with respect to plaintiffs' claim for economic duress, but denied the QUIZNOS entities' motions to dismiss with respect to plaintiffs' remaining claims. In accordance with the court's orders on September 13, 2010 and November 29, 2010, the above 18 lawsuits, including the Gatas and Rosenberg lawsuits, have been consolidated under the Ballwin Food & Beverage Inc. lawsuit for pre-trial purposes only. Consequently, the QUIZNOS entities' motions and the court's orders with respect to such motions apply to all 18 cases, including the subsequently filed Gatas and Rosenberg lawsuits. On December 14, 2010, the QUIZNOS entities (excluding the individually named defendants) filed an answer to each lawsuit, and for the following lawsuits filed a counterclaim against plaintiff(s) and certain additional parties who acted as guarantors for breach of contract arising out of the closure of their Restaurant: Neptune Group Inc.; Pappas; BC-Q LLC; SAP & NSD Inc.; Too Bee Foods LLC; Ballwin Food & Beverage Inc.; Dr. P's LLC; Wong; VDS LLC; Cascade Enterprises L.C.; College Park Foods Inc.; Abi-Sam Foods LLC; Gatas; and Rosenberg. Plaintiffs in the previously listed cases filed an answer to the QUIZNOS entities' counterclaims on January 11, 2011. On January 25, 2011, the court denied the QUIZNOS entities' motions to dismiss the individual defendants. On February 8, 2011, the individually named defendants filed an answer to each of the 18 lawsuits. The QUIZNOS entities intend to vigorously defend these lawsuits and prosecute their counterclaims.

S-Jet Corporation v. The Quizno's Holding Company, et al., Case No. 2010-71349 (District Court, County of Harris, State of Texas). On July 23, 2010, plaintiff, a former QUIZNOS franchisee, filed a complaint against defendants in the United States District Court for the Southern District of Texas, Houston Division, asserting claims for breach of contract and breach of good faith and fair dealing based on defendants' alleged refusal to approve the transfer of plaintiff's QUIZNOS Restaurant. Plaintiff seeks actual damages, consequential damages, all necessary and reasonable attorneys' fees, pre- and post-judgment interest, court costs, and any other relief the court may deem just and proper under the circumstances. On October 4, 2010, plaintiff agreed to move the case to the District Court, County of Harris, State of Texas and filed a motion to dismiss the United States District Court for the Southern District of Texas, Houston Division action without prejudice, which motion was granted on November 4, 2010. Accordingly, plaintiff re-filed its complaint with the District Court, County of Harris, State of

Texas on November 17, 2010. Defendants filed a response on January 3, 2011. Defendants intend to vigorously defend this action.

Doblep Investments, LLC v. QFA Royalties LLC, Case No. 2010CV9545 (District Court, City and County of Denver, State of Colorado). On August 19, 2010, plaintiff, a former QUIZNOS franchisee, filed a complaint against QFA asserting claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and violation of the Colorado Consumer Protection Act, all allegedly arising out of QFA's termination of plaintiff's franchise agreement. For all claims, plaintiff seeks actual and compensatory damages, including lost future profits, reasonable attorneys' fees, costs, and interest, and such other relief as the court deems just and proper. For the violation of the Colorado Consumer Protection Act claim, plaintiff additionally seeks treble damages. On November 12, 2010, plaintiff agreed to move the case to the District Court, City and County of Denver, State of Colorado and filed a motion to dismiss the United States District Court for the District of Colorado action without prejudice. Accordingly, plaintiff re-filed its complaint with the District Court, City and County of Denver, State of Colorado on December 13, 2010. QFA filed a motion to dismiss on December 16, 2010. On January 4, 2011, plaintiff amended its complaint to remove its claim for violation of the Colorado Consumer Protection Act. On January 24, 2011, QFA filed an answer and counterclaims against plaintiff for breach of contract and breach of the implied covenant of good faith and fair dealing. QFA intends to vigorously defend this action and prosecute its counterclaims.

LBT Enterprises, Inc. v. QFA Royalties LLC, Case No. 2010CV7871 (District Court, City and County of Denver, State of Colorado). On October 4, 2010, plaintiff, a current QUIZNOS area director, filed a complaint against QFA asserting claims for breach of contract, breach of implied covenant of good faith and fair dealing, request for declaratory and injunctive relief, quantum meruit and unjust enrichment and conversion based on QFA's alleged (i) wrongful charge to plaintiff for certain Restaurant inspections, (ii) failure to make certain payments to plaintiff, and (iii) misconduct in QFA's operation of the QUIZNOS franchise system. Plaintiff seeks damages in an amount in excess of \$75,000, plus pre-judgment interest, declaratory and injunctive relief, reasonable attorneys' fees, costs and disbursements, and such other relief as the court may deem just and equitable. QFA filed a motion to dismiss on January 4, 2011, and plaintiff filed its opposition on January 31, 2011. QFA intends to vigorously defend this action.

The Redmond Group, LLC v. Quizno's Franchising II, LLC, Case No. 2010CV8642 (District Court, City and County of Denver, State of Colorado). On November 2, 2010, plaintiff, a former QUIZNOS franchisee, filed a complaint against QFII asserting claims for fraud, misrepresentation, a duty to disclose, negligent misrepresentation causing financial harm, breach of contract, breaches of the implied covenant of good faith, promissory estoppel, breach of fiduciary duty, violations of the Colorado Consumer Protection Act, and violations of the Colorado Organized Crime Control Act, all allegedly arising out of QFII's representations with respect to plaintiff's development of its QUIZNOS Restaurant. Plaintiff seeks a money judgment of an unspecified amount to make plaintiff whole, statutory remedies and other relief permitted by applicable law, reasonable attorneys' fees, costs and expenses, prejudgment or moratory interest, treble damages for actual and consequential damages, where available, rescission of certain agreements between plaintiff and QFII, actual, compensatory and/or

restitutionary relief, consequential damages, and such other relief as the court deems just and proper. On December 17, 2010, QFII filed a motion to dismiss plaintiff's lawsuit. On January 11, 2011, plaintiff filed a motion to transfer its lawsuit to a different judge in the same district who is hearing the above referenced 18 cases consolidated under the *Ballwin Food & Beverage Inc.* lawsuit. Plaintiff filed its response to QFII's motion to dismiss on January 14, 2011. On January 31, 2011, QFII filed its objection to plaintiff's motion to transfer and its reply in support of its motion to dismiss. Both QFII's motion to dismiss and plaintiff's motion to transfer are presently pending. QFII intends to vigorously defend this action.

QFA Royalties LLC, et al. v. My Jem Inc., et al., Case No. CV2010-022965 (Superior Court of Arizona, Maricopa County). On August 3, 2010, QFA and QIP filed a complaint against defendants, a former QUIZNOS franchisee, asserting claims for breach of contract, trademark infringement, trade dress infringement, violation of the Trade Secrets Act, and tortious interference. The complaint seeks preliminary and permanent injunction, specific performance related to defendants' post-termination obligations under the franchise agreement, damages, attorneys' fees, costs, and interest. On November 2, 2010, defendants filed counterclaims against QFA and QIP, asserting claims for breach of contract, breach of the covenant of good faith and fair dealing, tortious interference, and fraudulent misrepresentations. The counterclaims seek damages of \$1,500,000, fees, and costs. Preliminary injunction was granted by the court against defendants on November 17, 2010. QFA and QIP filed a reply to the counterclaims on November 29, 2010. QFA and QIP intend to prosecute their claims against defendants and vigorously defend defendants' counterclaims.

JBB Restaurant Group Inc. v. QFA Royalties LLC, Case No. 10CV8614 (District Court, City and County of Denver, State of Colorado). On November 1, 2010, plaintiff, a former QUIZNOS area director, filed a complaint against QFA, asserting a claim for breach of contract. Plaintiff amended its complaint on January 21, 2011, to include claims for violation of the Colorado Consumer Protection Act, violation of the Florida Deceptive and Unfair Trade Practices Act, fraudulent non-disclosure or concealment, and unjust enrichment. The complaint seeks an unspecified amount of damages, fees, and costs. QFA filed a motion to dismiss on February 7, 2011. QFA intends to vigorously defend this action.

QFA Royalties LLC, et al. v. Diastan Inc., et al., Case No. 10CH3216 (Illinois Circuit Court, McHenry County). On November 2, 2010, QFA and QIP filed a complaint against defendants, a former QUIZNOS franchisees, asserting claims for breach of contract, and violation of the Illinois Trade Secrets Act. The complaint seeks preliminary and permanent injunction, specific performance related to defendants' post-termination obligations under the franchise agreement, damages, attorneys' fees, costs, and interest. On December 3, 2010, defendants filed counterclaims against QFA and QIP, asserting claims for breach of contract and violation of the Illinois Franchise Disclosure Act. The counterclaims seek damages of \$368,615, fees, and costs. QFA and QIP intend to prosecute their claims against defendants and vigorously defend defendants' counterclaims.

Raymond Embree v. Quizno's Canada Restaurant Corporation, Case No. 342913 (Supreme Court of Nova Scotia). On January 25, 2011, plaintiff, a former QUIZNOS franchisee, filed a notice of action and statement of claim against QCRC, asserting claims for breach of

contract and misrepresentation. The claim seeks an unspecified amount of damages, interest, and costs. QCRC intends to vigorously defend this claim.

COMPLETED:

James Digiovanni, et al., v. The Quizno's Master LLC, et al., Docket No. Mid-L-3290-05 (Superior Court of New Jersey, Middlesex County, Law Division). On May 4, 2005, 15 plaintiff parties, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a complaint against, among others, TQM, TQS, TOC, TQRC, certain current and former QUIZNOS employees and an independent commercial real estate broker alleging that the defendants fraudulently induced them to sign franchise agreements by misrepresenting that they would receive exclusive trade areas with viable locations for QUIZNOS Restaurants. The QUIZNOS entities were served with the complaint on June 1, 2005. The complaint against QUIZNOS employees and an unrelated third party asserts claims for fraudulent inducement, violation of the implied covenant of good faith and fair dealing, breach of contract, negligent misrepresentation, fraudulent conversion, and violation of the New Jersey Franchise Practices Act. The complaint sought rescission of the plaintiffs' franchise agreements, an unspecified amount of damages, and injunctive relief preventing future sales of QUIZNOS franchises in New Jersey. On the October 3, 2005, the parties entered into a settlement agreement whereby the QUIZNOS entities agreed to refund plaintiffs a portion of their initial franchise fees in an aggregate amount of \$295,000.

William H. Nickerson, Individually and on behalf of All Others Similarly Situated v. The Quizno's Corporation, Richard E. Schaden, Richard F. Schaden, Mark L. Bromberg, J. Eric Lawrence and John J. Todd, Case No. 04 CV 04CV0455 (District Court for the City and County of Denver, Colorado). On January 20, 2004, plaintiff ("Nickerson"), a former shareholder of TQC, filed suit against TQC and its board of directors seeking damages allegedly arising in connection with TQC's November 2000 tender offer ("Tender Offer") to purchase all outstanding shares of its common stock at a price of \$8.00 per share. In the complaint, Nickerson alleged that, in connection with the Tender Offer, (i) the members of the board of directors breached their fiduciary duties to TQC's shareholders, (ii) TQC was unjustly enriched at the expense of TQC's shareholders, and (iii) defendants violated certain Colorado state securities laws. The case was settled. As part of the settlement, on June 14, 2004, TQC disbursed \$5.8 million to the administrative agent in charge of disbursing funds to shareholders who submitted a valid claim. The court approved the settlement on September 27, 2004. The settlement became effective on November 15, 2004.

The Quizno's Corporation v. William S. Fagan, Case No. 02CV2598 (District Court for the City and County of Denver, Colorado) (the "Dissenters Case"). On March 19, 2002, TQC filed a petition in the District Court for the City and County of Denver, asking that the court determine the fair value of TQC's shares under Colorado's dissenters statute. The named respondents were those shareholders who effectively dissented under the dissenters statute. Those shareholders represented approximately 420,000 shares of TQC's outstanding common stock before the Transactions. TQC paid each dissenter \$8.50 per share according to the dissenters statute. The dissenters alleged that the value of each share was greater than that amount. A trial was conducted in this matter over several months beginning in May 2003. The court issued a ruling in January 2004, finding that the value of each share was \$32.50 and awarding the dissenting shareholders attorneys' fees and costs. Certain dissenting shareholders

settled with TQC in February 2004 for \$5 million which was disbursed on February 23, 2004. TQC filed a notice of appeal regarding the court's decision for the remaining dissenting shareholders, but ultimately settled with the remaining dissenting shareholders for \$11,792,760.

The Quizno's Master LLC, et al. v. R & B Management Group LLC, et al., Case No. 04-Z-1062 (BNB) (United States District Court for the District of Colorado). On May 25, 2004, TQM and TQFC filed a complaint against defendants, a former QUIZNOS area director and its principals, asserting claims for breach of contract and seeking a declaration that the termination of defendants' area director marketing agreements was proper. On August 12, 2004, defendants filed counterclaims, asserting claims for breach of contract, fraud, and negligent misrepresentation based on termination of the agreements. Defendants also sought a declaration that (1) the sales and opening goals in the area director marketing agreement were unconscionable, (2) TQM and TQFC breached the implied covenant of good faith and fair dealing, (3) the sales and opening goals were modified by course of conduct, (4) defendants were not in default, and the termination of the area director marketing agreement was wrongful, and (5) TQM and TQFC should be estopped from asserting termination or waived their rights in that regard. Defendants also sought an unspecified amount of damages. After four days of trial in February 2006, the parties settled the case. Under the settlement, TQM agreed to pay a total of \$180,000 to defendants, an amount consisting principally of the net present value of continuing commissions to which defendants were entitled under the parties' agreement.

Peter Tyrka, et al. v. The Quizno's Franchise Corporation, et al., No. 77 114 Y 00299 04 CALC, (American Arbitration Association, Denver, Colorado). On July 22, 2004, claimants, a former QUIZNOS area director and its principals, initiated an action against TQC and TQFC, asserting claims for breach of the implied covenant of good faith and fair dealing and various other claims arising from the termination of the parties' area director marketing agreement. Claimants sought an unspecified amount of damages, interest, costs, attorneys' fees, and a constructive trust over all sums otherwise due to them but paid to the respondents after the termination. The parties entered into an agreement on March 21, 2005 and, without admission of any wrongdoing, respondents paid claimants a negotiated termination fee of \$475,000 on March 22, 2005. The case was closed on April 5, 2005.

Daniel Schwalbe, et al. v. The Quizno's Franchise Corporation, et al., Case No. 77 114 00482 04 VSS (American Arbitration Association, Denver, Colorado). On December 23, 2004, claimants, a former QUIZNOS area director and its principal, initiated an arbitration proceeding against TQC and TQFC, asserting various claims arising from the termination of the parties' area director marketing agreement. The amount claimed was \$300,000 plus certain fees and costs. After completion of the arbitration in September 2005, claimant was awarded \$348,460, including attorneys' fees and costs, which was disbursed on January 13, 2006.

Steve Pocrnic, et al. v. Quizno's Canada Corporation, et al., Court File No. 05-18197 (In the Superior Court of Justice, Toronto, Ontario). On May 17, 2005, plaintiffs, QCRC franchisees without open QUIZNOS Restaurants in Ontario, filed a claim against QCRC and one of its former employees, asserting claims for violation of the Ontario Arthur Wishart Act, 2000 c.3 2000 (the "Wishart Act"), breach of fiduciary duty, breach of the duty of fair dealing, negligent misrepresentation, breach of contract, and bad faith arising from alleged misrepresentations about site selection and actions relating to site approval. The complaint sought rescission of the

plaintiffs' franchise agreements, a return of all monies paid to QCRC, and reimbursement of \$50,000. Alternatively, the complaint sought damages for breach of contract and violation of the Wishart Act in the amount of \$200,000 or an unspecified amount of damages for misrepresentation, negligent misrepresentation and breach of the duty of good faith and fair dealing and breach of fiduciary duty. The complaint also sought punitive damages in the amount of \$500,000. The parties settled this case, pursuant to which QCRC refunded the plaintiffs \$61,000 of the initial fees paid on June 1, 2006. The case was dismissed on August 1, 2006.

West Ashley Exxon, LLC v. Josa, Inc., Brent Case, Joe Case, The Quizno's Corporation, The Quizno's Franchise Company, and Burdge-Crotts Investments, LLC and Josa, Inc. and Joe Case v. QFA Royalties LLC and Quizno's Franchising LLC (C/A Number 05-CP-10-0889, Court of Common Pleas, State of South Carolina, County of Charleston). Plaintiff West Ashley was the landlord of a QUIZNOS Restaurant and filed a complaint for past due rent on March 3, 2005 against a former QUIZNOS franchisee (Josa, Inc. and Joe Case), the then-current QUIZNOS franchisee (Burdge-Crotts), QFA, and QF. On July 11, 2005, Josa, Case, and CaseCo, Inc. (an entity that was a former QUIZNOS area director also owned by Joe Case) (collectively the "Case Parties") asserted a crossclaim and a third party complaint against QFA and QF, asserting claims for improper termination of Josa's franchise agreement, improper termination of CaseCo's area director agreement, breach of contract, breach of contract accompanied by a fraudulent act, negligent misrepresentation, promissory estoppel, civil conspiracy, defamation, and violation of South Carolina Unfair Trade Practices Act. The crossclaim and third party complaint sought an unspecified amount of damages, attorneys' fees and costs. The Case Parties asserted the same claims as counterclaims in another action initiated by QFA against the Case Parties in the United States District Court for the District of Colorado (Civil Action No. 05-cv-00685-WYD-CBS) (QFA initiated this action seeking a declaratory judgment that it properly terminated both agreements and damages for the Case Parties' breaches). In December 2006, the landlord and the Case Parties entered into a settlement agreement pursuant to which the landlord's claims against the Case Parties, QFA, and QF were dismissed. In January 2007, QFA, QF, and the Case Parties entered into a settlement agreement pursuant to which the Case Parties were paid a termination fee of \$380,000. QFA disbursed the termination fee on February 2, 2007. The case was dismissed in March 2007.

Jeffrey Hancharick and Suzanne Hancharick v. Quizno's Franchising II LLC, et al. (Case No. 892-06, Superior Court of New Jersey, Middlesex County). On January 18, 2006, plaintiffs, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a complaint against QFII and certain former QUIZNOS employees, asserting claims for misrepresentation and violation of the New Jersey Consumer Fraud Act arising from alleged misrepresentations related to timing for opening a QUIZNOS Restaurant. The complaint sought an unspecified amount of damages, interest, costs, and attorneys' fees. Prior to the filing of this action, on January 5, 2006, defendants filed an action in Denver District Court, Colorado seeking declaratory relief and damages for breach of contract. Accordingly, the New Jersey action was dismissed on May 12, 2006. The parties entered into a settlement agreement on June 20, 2006, pursuant to which QFII paid plaintiffs \$42,500. The Denver, Colorado action was dismissed on June 27, 2006.

Thuy D. Murray and Sean K. Murray v. Quizno's Franchising, LLC, Case No. 06-CV-01033-MSK-PAC (United States District Court for the District of Colorado). On March 14, 2006, plaintiffs, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a complaint

against QF in the Circuit Court for Sarasota County, Florida, asserting claims for misrepresentation and breach of implied covenant of good faith and fair dealing based on alleged assurances made by QF relating to the timing for opening a QUIZNOS Restaurant. The complaint sought rescission, an unspecified amount of damages, interest, and costs. On May 22, 2006, plaintiffs filed an amended complaint, which added claims for fraud and negligent misrepresentation. On June 2, 2006, the case was transferred to federal court in Denver, Colorado. On December 22, 2006, the parties entered into a settlement agreement, pursuant to which QF paid plaintiffs \$66,500 on such date. The case was dismissed on December 28, 2006.

In the Matter of Quizno's Franchising LLC and Quizno's Franchising II LLC, Case No. 2006-0179 (Administrative Proceeding before the Securities Commissioner of Maryland). On July 27, 2006, without trial or final adjudication of any issue of fact or law, and without QF or QFII admitting or denying any violation of law, QF and QFII voluntarily entered into a Consent Order with the Securities Commissioner of Maryland (the "Commissioner") with respect to its escrow obligations under § 14-217 of the Maryland Franchise Law, Maryland Franchise Regulation § 02.02.08.08 and the Commissioner's Escrow Order dated June 3, 2004. Under the Consent Order, QF and QFII agreed to comply with the Maryland Franchise Law and the terms of the Escrow Order going forward, employ a franchise law compliance training program approved by the Commissioner to monitor QF's and QFII's sales activities in Maryland and to Maryland residents for a period of two years, and pay the sum of \$5,000 as partial reimbursement of the costs of investigation and resolution of the matter.

Bhupineer "Bob" Baber and Ratty Baber v. Quizno's, QFA Royalties LLC, The Quizno's Franchise Company LLC, The Quizno's Corporation and Does 1-50, Case No. 77 114 Y 00144 05 MAVI (American Arbitration Association, Denver, Colorado). On April 22, 2005, the plaintiff, a former QUIZNOS franchisee, filed a complaint against defendants in the Superior Court of California, Los Angeles County, asserting claims for breach of contract, fraud, intentional and negligent infliction of emotional distress, and interference with prospective business advantage. In addition to injunctive relief, the complaint sought to have the court declare that the termination of plaintiffs' franchise agreements was wrongful. On the same day, certain Quizno's entities filed a complaint and a motion in United States District Court for the District of Colorado against plaintiffs, which sought to have that court declare the termination proper and seeking preliminary and permanent injunctive relief. Subsequently, the Quizno's entities withdrew their complaint in District Court, and on June 24, 2005, sought the same relief in the California Court. The court granted defendants' motions to compel arbitration. The parties entered into a settlement agreement on May 22, 2007, whereby QFA released to plaintiffs \$38,174.15, which had previously been held in an escrow account. No other monies were paid to the plaintiffs. The case was closed on June 7, 2007.

Moiez Al-Harazi and Sawson Shoraan v. The Quizno's Canada Restaurant Corporation, et al., Court File No. 05-CV-302670 (Ontario Superior Court of Justice). On January 5, 2006, plaintiffs, QCRC franchisees without open QUIZNOS Restaurants, filed an amended statement of claim on behalf of themselves and other similarly-situated franchisees against QCRC, TQM, Quiz-Can Ltd., Rick Schaden, Patrick E. Meyers, Greg MacDonald, and certain current and former employees of QCRC, asserting claims for violation of the Wishart Act. The claim sought compensation for loss of income and foregone opportunity cost or damages. On February 24, 2006, plaintiffs amended the statement of claim further and, on or about April 4, 2006, plaintiffs

served their certification motion material. On September 28, 2006, the claims against the current and former QCRC employees were dismissed. On November, 23, 2006, plaintiffs issued a fresh as amended statement of claim. A settlement was reached between the representative plaintiffs and defendants. 164 members of the class were entitled to a partial refund of the initial franchise fee (in which case their underlying franchise agreements were terminated). If the underlying franchise agreement was entered into between December 20, 2003, and May 22, 2006, the class member was entitled to receive a partial refund of 50% of the initial franchise fee. If the underlying franchise agreement was entered into before December 20, 2003, but after January 30, 2001, the class member was entitled to receive a partial refund of 25% of the initial franchise fee. The value of the partial refund is between approximately \$6,500 and \$13,000 USD. In the alternative to a partial refund, a class member could elect to remain a QCRC franchisee, which election had to be approved by QCRC, and the class member was entitled to receive a \$26,630 credit toward the purchase price of equipment and supplies which are sold by a QCRC affiliate and which are necessary to open a QUIZNOS Restaurant. On July 7, 2007, the class was certified for settlement purposes only and the terms of the settlement were approved by the court.

Inna Bogdanova, et al. v. The Quizno's Master LLC, et al., Case No. L-368-06 (Superior Court of New Jersey, Law Division, Middlesex County). On January 20, 2006, plaintiffs, who were a current QUIZNOS franchisee and its principals, filed a complaint against TQM, TQC, and certain current and former QUIZNOS employees, asserting claims for fraudulent inducement, violation of the covenant of good faith and fair dealing, breach of fiduciary duty, breach of contract, negligent misrepresentation, and violations of the NJCPA and NJFPA based on alleged misrepresentations by defendants about territorial rights. The complaint sought, among other things, an unspecified amount of damages, rescission of the plaintiffs' franchise agreements, and injunctive relief to prevent future sales of QUIZNOS franchises in New Jersey. The parties entered into a settlement agreement on August 21, 2007, whereby defendants agreed to pay plaintiffs \$140,000. TQM disbursed the amount on August 22, 2007.

Kenneth Forrester, et al. v. The Quizno's Master LLC, et al., No. 77 459 00033 06, American Arbitration Association (Denver, Colorado). On February 1, 2006, claimants, who were a current QUIZNOS franchisee, initiated an arbitration proceeding against TQM, TQC and certain former QUIZNOS employees, asserting claims for fraudulent inducement, violation of the covenant of good faith and fair dealing, breach of fiduciary duty, breach of contract, negligent misrepresentation, indemnification, contribution, and violation of the NJFPA based on alleged misrepresentations by defendants about territorial rights. The demand sought, among other things, an unspecified amount of damages and rescission of the claimants' franchise agreements. On March 7, 2006, respondents filed a counter demand, asserting claims for breach of contract. The parties entered into a settlement agreement on August 8, 2007, whereby TQM paid plaintiffs \$170,000. TQM disbursed the amount on August 10, 2007.

Residences Food, Inc. and AW Subs, LLC v. Quizno's Franchising LLC and The Quizno's Franchise Company (Case No. 06CV1132, Denver District Court, Colorado). On February 8, 2006, 2 plaintiff parties, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a complaint against defendants, asserting claims for breach of contract and fraud based on allegations that defendants failed to locate a suitable franchise location for plaintiffs. The complaint sought recovery of all amounts paid to defendants, costs, and attorneys' fees. On August 3, 2006, defendants and AW Subs, LLC entered into a settlement

agreement pursuant to which defendants paid AW Subs, LLC \$11,000. On October 31, 2007, defendants and Residences Food, Inc. entered into a settlement agreement pursuant to which defendants paid Residences Food, Inc. \$15,000. The case was dismissed on January 2, 2008.

Chris Bray, et al. v. QFA Royalties LLC Case No. 06-CV-02528-JLK-CBS (US District Court, District of Colorado). On December 15, 2006, 8 plaintiffs, who were current QUIZNOS franchisees of QFA, filed this action after receiving notice that their respective franchise agreements were terminated by reason of their posting certain materials on an internet website. The complaint asserted claims for breach of contract, coercion of first amendment free speech rights, violation of the Michigan, Minnesota and Connecticut franchise acts, and breach of the covenant of good faith and fair dealing and sought injunctive relief enjoining termination of plaintiffs' franchise agreements. On February 9, 2007, five of the eight plaintiff parties (excluding Chris Bray, Sabine Bray and Training Pros Inc. (the "Bray Parties"); Brad Fix, Jan Fix and BJ and F LLC; and Hakim Abid and Allison Abid) entered into a settlement agreement with defendants. In connection with the settlement, QFA dismissed its separately filed actions against the five franchisee parties. On October 3, 2007, QFA and the Bray Parties entered into a settlement agreement pursuant to which QFA (or its affiliate) agreed to purchase one QUIZNOS Restaurant owned by the Bray Parties for \$150,000 and a second QUIZNOS Restaurant owned by the Bray Parties for \$250,000, and pay an additional amount of \$80,000 with the purchase of the first QUIZNOS Restaurant and an additional amount of \$20,000 upon the sale of the second QUIZNOS Restaurant. However, the parties agreed that if the Bray Parties sold the second QUIZNOS Restaurant to a third party by November 30, 2007, QFA would pay the Bray Parties the amount by which the sale price was less than \$250,000. On November 29, 2007, the Bray Parties sold the second QUIZNOS Restaurant to a third party for \$245,000, and, at the same time as such sale, QFA paid the Bray Parties \$27,500 representing the \$20,000 payment, the \$5,000 difference of the sale price of the second QUIZNOS Restaurant, and \$2,500 for inventory which the Bray Parties claimed was not included in the sale price.

Farshid Ganjavi v. Quizno's Canada Restaurant Corporation, Court File No. CV-07-1376-SR (Ontario Superior Court of Justice). On May 1, 2007, plaintiff, a QCRC franchisee without an open QUIZNOS Restaurant, filed a claim against QCRC, asserting claims for breach of contract based on an alleged failure by the defendant to provide plaintiff with a site for his QUIZNOS Restaurant. The claim sought a refund of plaintiff's initial franchise fee and other fees paid to QCRC, interest, and attorneys' fees and costs. Plaintiff, as a member of the class in Moiez Al-Harazi and Sawson Shoraan v. The Quizno's Canada Restaurant Corporation, et al., opted into the class and elected a \$26,630 credit toward the purchase price of equipment and supplies for plaintiff's QUIZNOS Restaurant. The case was discontinued on October 12, 2007.

QFA Royalties LLC v. Noco Food Services LLC, et al., Case No. 07 CV 2423 (District Court for the City and County of Denver, Colorado). On March 9, 2007, QFA filed a complaint against defendants, a former QUIZNOS area director and its principals, asserting claims for declaratory judgment and damages. The complaint sought a declaration that the termination of defendants' area director marketing agreement was proper. On April 9, 2007, defendants filed a counterclaim against QF, asserting claims for breach of contract based on wrongful termination. The counterclaim sought, among other things, a declaration that the termination of defendants' area director marketing agreement was improper. On or about September 21, 2007, the parties

entered into a settlement agreement pursuant to which QFA purchased the defendants' territory for \$350,000. The case was dismissed on October 4, 2007.

Inna Todortsev, et al. v. Quizno's Franchising LLC, et al., No. CGC 06-452565 (Superior Court of the State of California, City and County of San Francisco). On or about May 24, 2006, plaintiffs, a QUIZNOS franchisee without an open QUIZNOS Restaurant, filed a complaint against QF and certain employees of a current QUIZNOS area director, asserting claims for breach of contract, breach of implied covenant of good faith and fair dealing, unfair business practices, negligent misrepresentation, intentional misrepresentation, and money had and received. The complaint sought an unspecified amount of damages, attorneys' fees, costs, and interest. Plaintiffs filed an amended complaint on August 28, 2006, which added claims for declaratory relief and violation of the California Franchise Investment Law. On December 6, 2006, plaintiffs' filed a second amended complaint, which removed the claim for money had and received and sought rescission of the plaintiffs franchise agreements. On January 8, 2007, QF filed a counterclaim against plaintiffs, asserting claims for breach of contract and the related guaranty. The counterclaim sought damages, attorneys' fees, costs, and interest. On or about February 20, 2008, the parties entered a settlement agreement pursuant to which defendants paid plaintiffs \$25,000. The case was dismissed on April 2, 2008.

Christopher T. Kearns v. Quizno's Franchising LLC, Case No. 03 CV 9071 (District Court for the City and County of Denver, Colorado). On April 26, 2006, plaintiff, a QUIZNOS franchisee without an open QUIZNOS Restaurant, filed a complaint against QF, asserting claims for breach of contract and breach of the duty of good faith or, alternatively, unjust enrichment and rescission and restitution. The complaint sought a refund of plaintiff's initial franchise fee, interest, attorneys' fees, costs, and an unspecified amount of damages for alleged lost profits. Plaintiff filed an amended complaint in June 2006, revising the rescission and restitution claim to include breach of contract implied in law because of fraud. QF filed a counterclaim against plaintiff on September 12, 2006, asserting claims for breach of contract. The counterclaims sought an unspecified amount of damages, interest, attorneys' fees, and costs. Plaintiff's unjust enrichment claim was dismissed on January 4, 2007. The parties entered into a settlement agreement on February 20, 2008, pursuant to which QF paid plaintiff \$12,500. The case was dismissed on February 22, 2008.

Bailal Haidari v. QFA Royalties LLC (District Court of Minnesota, Hennepin County). On September 11, 2007, plaintiff, a QUIZNOS franchisee without an open QUIZNOS Restaurant, filed a complaint against QFA, asserting claims for fraud in the inducement and unjust enrichment based on allegations that QFA failed to provide plaintiffs with a location for his QUIZNOS Restaurant. The complaint sought rescission of plaintiff's franchise agreement and a refund of plaintiff's initial franchise fee. The parties entered into a settlement agreement on February 7, 2008, pursuant to which QFA paid plaintiff \$5,000.

Dag Inc. v. QFA Royalties LLC, No. 7711426107BRBA (American Arbitration Association, Denver, Colorado). On July 13, 2007, claimant, who was a current QUIZNOS area director, filed a demand for arbitration against QFA, asserting claims for breach of contract and violation of the California Business and Professional Code based on a dispute over the renewal of claimant's area director marketing agreement. The demand sought an injunction to prevent termination of the claimants' area director marketing agreement, attorneys' fees, and costs. On

August 1, 2007, claimant filed an amended arbitration demand, which added a claim for violation of the duty of good faith and fair dealing and sought an unspecified amount of damages from respondent. The parties settled by entering into an asset purchase agreement on February 1, 2008, pursuant to which QFA purchased the claimant's area director rights for \$2.2 million. The case was closed on April 28, 2008.

QFA Royalties LLC v. Brad Fix, et al., Case No. 06 CV 12752 (District Court for the City and County of Denver, Colorado). On December 12, 2006, QFA filed a complaint against defendants, who was a current QUIZNOS franchisee and its principals, asserting claims for declaratory judgment and breach of contract. The complaint sought specific performance under the defendants' franchise agreements, damages, and other relief against defendants in connection with defendants' posting of certain materials on an internet website. On March 12, 2007, defendants filed counterclaims against QFA asserting claims for violation of the Colorado Consumer Protection Act, intentional fraud, fraudulent concealment, breach of contract, civil conspiracy, and extreme and outrageous conduct. The counterclaim sought to enjoin QFA from taking the alleged actions described in the counterclaim, an unspecified amount of damages, interest, attorneys' fees, and costs. The parties entered into to a settlement agreement effective April 14, 2008, whereby the defendants transferred and sold their QUIZNOS Restaurant to an approved third party buyer and received \$16,000 from QFA. The case was dismissed on May 14, 2008.

Milwaukee Realty, LLC v. Fu Shih Lin and Fu Shih Lin v. Quizno's Franchising LLC, No. 2006-L-001031 (Circuit Court of Cook County Illinois Law Division). On June 10, 2006, Fu Shin Lin, a former QUIZNOS franchisee, filed a third party complaint against QF, asserting claims for negligence and fraud claiming QF was negligent in approving the location of the restaurant and in negotiating lease terms and that QF misrepresented that the location was demographically suitable and that the lease terms were favorable. The landlord of the location out of which Lin operated her QUIZNOS Restaurant initiated the action against Lin for past due rent payments. Lin claimed damages in excess of \$50,000. Lin filed an amended third party complaint against QF on June 26, 2007, asserting claims for breach of fiduciary duty and fraud. On April 24, 2008, QF and Lin signed a settlement agreement pursuant to which QF paid Lin \$2,500. The case was dismissed on May 7, 2008.

Brad Braman, et al. v. The Quizno's Franchise Company LLC, et al., Case No. 1:08-cv-384 (United States District Court for the District of Colorado). On July 3, 2007, 4 plaintiff parties, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a complaint against TQFC, QF, QFII, TQM, QFA, QZ, QIP and TQSC LLC alleging that defendants fraudulently and deceptively induced them to sign franchise agreements for QUIZNOS Restaurants that never opened. The complaint asserted claims for violations of the Ohio Consumer Sales Practices and Business Opportunity Plans Acts, breach of contract and fiduciary duty, common law deceptive trade practices and fraud. The complaint sought, among other things, an unspecified amount of damages, attorneys' fees, costs, interest and a declaration that the plaintiffs' franchise agreements were null, void and unenforceable. On August 23, 2007, the case was transferred to the United States District Court for the District of Colorado. Plaintiffs filed an amended complaint in Colorado on February 27, 2008. On August 24, 2008, the parties signed a

settlement agreement pursuant to which defendants paid plaintiffs an aggregate amount of \$55,000. The case was dismissed on July 14, 2008.

Arnold Wandel, Derivately on behalf of nominal defendant Home Depot Inc. v. Gregory D. Brenneman, et al., Case No. 2006CV117491 (Superior Court of Fulton County, Georgia). On May 25, 2006, the derivative action was filed nominally on behalf of Home Depot against certain current and former officers and directors, including Gregory D. Brenneman, in the Superior Court of Fulton County, Georgia, alleging breach of fiduciary duty, abuse of control, gross mismanagement, waste of corporate assets, and unjust enrichment in connection with Home Depot's return-to-vendor, stock option, and compensation practices. Such action was filed by alleged shareholders of Home Depot. Relief sought included an unspecified amount of damages, injunctive relief, disgorgement of profits, benefits and compensation obtained by the defendants, costs, and attorney's fees. An amended complaint was filed June 22, 2006 based on the same cause of action and sought the same relief. Defendants filed a motion to dismiss on February 20, 2007. On June 10, 2008, the Court held a hearing to consider a proposed settlement of the Wandel and the City of Pontiac actions pursuant to which Home Depot agreed to implement or maintain certain corporate governance measures, the Plaintiffs agreed, on behalf of themselves and derivatively on behalf of Home Depot, to dismiss the actions and provide releases to the individual defendants, including Mr. Brenneman, and Home Depot agreed to pay Plaintiffs' attorneys an award of attorneys' fees and reimbursement of expenses in the amount of \$14.5 million. On June 10, 2008, the Court entered an order approving the settlement and entering final judgment. The 30-day period in which to appeal the Superior Court's judgment expired on July 11, 2008 without the filing of any appeal.

City of Pontiac General Employees' Retirement System, Derivatively on behalf of nominal defendant Home Depot Inc. v. Gregory D. Brenneman, et al., Case No. 2006CV122302 (Superior Court of Fulton County, Georgia). On September 6, 2006, the derivative action was filed nominally on behalf of Home Depot against certain current and former officers and directors, including Gregory D. Brenneman, in the Superior Court of Fulton County, Georgia, asserting claims for breach of fiduciary duty, abuse of control, gross mismanagement, waste of corporate assets, and unjust enrichment in connection with Home Depot's return-to-vendor, stock option, and compensation practices. Such action was filed by alleged shareholders of Home Depot. Relief sought included an unspecified amount of damages, injunctive relief, disgorgement of profits, benefits and compensation obtained by the defendants, costs, and attorney's fees. Defendants filed a motion to dismiss on February 20, 2007. Plaintiffs filed a joint amended complaint on March 2, 2007 adding plaintiffs Arnold Wandel, Tracie Scotto, Patricia Capizzi, Savino Cappizi, Sharon Stark, Scott Stark, Sarah Kleinman and Nicholas Weil and defendants filed an answer on April 2, 2007. Defendants filed a motion to dismiss on April 20, 2007. Plaintiffs filed a notice of dismissal of plaintiffs to remove Tracie Scotto, Patricia Capizzi and Savino Cappizi as plaintiffs on April 23, 2007, and plaintiffs filed another notice of dismissal of plaintiffs to remove Sharon Stark, Scott Stark and Sarah Kleinman as plaintiffs on April 30, 2007. On June 11, 2007, defendants filed a motion to dismiss. On June 10, 2008, the Court held a hearing to consider a proposed settlement of the Wandel and City of Pontiac actions pursuant to which Home Depot agreed to implement or maintain certain corporate governance measures, the plaintiffs agreed, on behalf of themselves and derivatively on behalf of Home Depot, to dismiss the actions and provide releases to the individual defendants, including Mr. Brenneman, and Home Depot agreed to pay plaintiffs' attorneys an award of attorneys' fees

and reimbursement of expenses in the amount of \$14.5 million. On June 10, 2008, the Court entered an order approving the settlement and entering final judgment. The 30-day period in which to appeal the Superior Court's judgment expired on July 11, 2008 without the filing of any appeal.

Edward C. Sebesta, Individually and On Behalf of All Others Similarly Situated v. Richard E. Schaden, Richard F. Schaden, Frederick H. Schaden, Mark L. Bromberg, J. Eric Lawrence, John L. Todd, Brad A. Griffin and The Quizno's Corporation, Case No. 01CV6281 (District Court for the City and County of Denver, Colorado). On November 13, 2001, plaintiff ("Sebesta"), a shareholder of TQC, filed suit against TQC and its board of directors (the "appellants") seeking to prevent a proposed (a) transaction by which a company owned by certain members of the board of directors would purchase publicly-traded shares of TQC, and (b) merger by which TQC no longer would be a publicly held and traded company (the "Transactions"). In the complaint, Sebesta alleged that the members of the board of directors breached their fiduciary duties to TQC's shareholders. Sebesta filed a motion for a temporary restraining order to prevent TQC's shareholders' meeting at which the Transactions were to be put to a vote. On November 28, 2001, the Court denied the motion for temporary restraining order. The Transactions were consummated in December 2001. The case settled, and the trial court entered judgment for approval of the settlement on April 15, 2004. The maximum aggregate amount that could be received by the plaintiffs in this case was approximately \$1.8 million. Implementation of the settlement was stayed because certain of the plaintiffs filed an appeal. On May 18, 2006, the appellate court affirmed the judgment of the trial court approving the settlement. On May 31, 2006, appellants filed a petition for rehearing, which was denied. In November 2006, the appellants filed a writ of certiorari. On August 13, 2007, the Colorado Supreme Court denied appellant's petition for certiorari. The plan for administration of the shareholders' claims was approved by the trial court in January 2008. A hearing was held on July 17, 2008, whereby the court granted approval to distribute a settlement amount to the class members of approximately \$293,600. Distribution was completed at the end of the third quarter of 2008.

Leonid Zbarsky, et al. v. The Quizno's Master LLC, et al., No. 18 114 00156 06, (American Arbitration Association, New Jersey). On February 1, 2006, claimants, a QUIZNOS franchisee without an open QUIZNOS Restaurant and its principals, initiated an arbitration proceeding against TQM, TQC and certain former QUIZNOS employees, asserting claims for fraudulent inducement, violation of the covenant of good faith and fair dealing, breach of fiduciary duty, breach of contract, negligent misrepresentation, indemnification, contribution, and violation of the NJCPA based on alleged misrepresentations regarding territorial rights. The arbitration demand sought, among other things, an unspecified amount of damages, rescission of the claimants' franchise agreements, and injunctive relief to prevent future sales of QUIZNOS franchises in New Jersey. On March 7, 2006, respondents filed a counter demand, asserting claims for breach of contract. On August 8, 2008, the parties entered a settlement agreement pursuant to which QFA paid claimants \$65,000.

Scott A. Gilbert, et al. v. Quizno's Franchising II, LLC, et al., No. 51 114 Y 01169 07 (American Arbitration Association, Chicago, Illinois). On July 26, 2006, 3 plaintiff parties, who were current QUIZNOS franchisees and their principals, filed a complaint against QFII, certain

current and former QUIZNOS officers/directors, and a current QUIZNOS area director and its principals in the Circuit Court of Milwaukee County, Wisconsin, alleging that various misrepresentations or omissions were made in connection with the offer or sale of plaintiffs' franchises. The complaint asserted claims for fraudulent inducement, violations of the Wisconsin Franchise Investment Law and Wisconsin Statutes Sec. 100.18, and breach of an implied covenant of good faith and fair dealing. The complaint sought rescission of the plaintiffs' franchise agreements, an unspecified amount of damages, attorneys' fees, costs, and interest. This case was transferred to the Circuit Court of Washington County, Wisconsin on September 13, 2006. On September 13, 2006, QFII filed counterclaims against plaintiffs in separate actions filed in District Court for the City and County of Denver, Colorado. Ultimately, the parties agreed to arbitrate all pending disputes between them. Accordingly, on August 23, 2007, plaintiffs filed their demand for arbitration against QFII and a current Quizno's area director and its principals. On September 13, 2007, QFII filed a counter demand for breach of contract. On September 15, 2008, defendants entered into settlement agreements with two of the franchisee parties pursuant to which each franchisee was paid \$30,000 by QFII and also was paid by the area director. On January 8, 2009, defendants entered into a settlement agreement with the third and final franchisee party pursuant to which the franchisee was paid \$60,000 by QFII.

Kashri Corporation v. Quizno's Corp, et al., Case No. BC381809 (Superior Court of the State of California, Los Angeles County). On December 5, 2007, plaintiff, a QUIZNOS franchisee without an open QUIZNOS Restaurant, filed a complaint against TQC, certain current and former QUIZNOS employees (including Gregory Brenneman), and an unrelated third party, asserting claims for violation of the California Franchise Investment Law, breach of contract, breach of the covenant of good faith and fair dealing, fraud, conspiracy, and purchase of a franchise based on reliance on material misrepresentation. The complaint sought an unspecified amount of damages, interest, attorneys' fees and costs. Plaintiff filed an amended complaint on May 12, 2008, which added QF as a defendant. The parties attended mediation on August 18, 2008, and reached a settlement. Accordingly, on October 10, 2008, the parties signed a settlement agreement pursuant to which QFA, as successor in interest to QF, paid the plaintiff \$28,750. The case was dismissed on December 10, 2008.

Manda LLC, et al. v. Quizno's Franchising II LLC, Case No. 08-cv-01312-ZLW-BNB (United States District Court for the District of Colorado). On October 24, 2007, plaintiffs, a former QUIZNOS franchisee and its principal, filed a complaint against QFII in the Superior Court of the State of New Jersey, Morris County, asserting claims for violation of the New Jersey Franchises Act, breach of the covenant of good faith and fair dealing, and consumer fraud. The complaint sought an unspecified amount of damages, attorneys' fees, and costs. On February 8, 2008, the case was removed to the United States District Court for the District of New Jersey. On April 10, 2008, plaintiffs' consumer fraud claim was dismissed with prejudice and the remaining claims were dismissed without prejudice. Plaintiffs filed an amended complaint on April 22, 2008, which removed the claim for breach of the covenant of good faith and fair dealing and added a claim for breach of contract. On June 5, 2008, venue was transferred to the United States District Court for the District of Colorado. On September 30, 2008, the parties entered into a settlement agreement whereby QFII paid plaintiffs \$22,500. Subsequently, a stipulation of dismissal was filed by plaintiffs.

Halo Investments LLC, et al. v. Quizno's Franchising LLC, Case No. 06 CV 12136 (District Court for the City and County of Denver, Colorado). On November 21, 2006, plaintiffs, who were current QUIZNOS franchisees and their principals, filed an action against QF, asserting claims for breach of contract, breach of the covenant of good faith and fair dealing, and unjust enrichment. The complaint sought an unspecified amount of damages, attorneys' fees, costs, restitution, and rescission of the plaintiffs' franchise agreements. Plaintiffs amended their complaint on February 26, 2007. On April 22, 2008, the court granted QF's motion for summary judgment with respect to plaintiffs' unjust enrichment claim. On February 9, 2009, the parties entered into a settlement agreement whereby QF paid plaintiffs \$500,000, which amount was disbursed on February 25, 2009. The case was dismissed on March 20, 2009.

Richard Urso, et al. v. Quizno's Franchising LLC, et al., Case No. WC-2008-0500 (Superior Court of Rhode Island, Washington County). On July 1, 2008, plaintiffs, a QUIZNOS franchisee without an open QUIZNOS Restaurant, filed a complaint against QF, TQM, QIP, QFA, TQSC LLC, and TQSC II, asserting claims for violation of the Rhode Island Franchise Investment Act and fraud. The complaint sought, among other things, an unspecified amount of damages, attorneys' fees, costs, interest and a rescission of plaintiffs' franchise agreements. On January 20, 2009, the parties entered into a settlement agreement whereby defendants paid plaintiffs \$15,000.

Esmat "Sam" Elhilu and Haytham Kafouf, individually on behalf of themselves and others similarly situated, v. Quizno's Franchising Company, LLC, et al., Case No. CV 06 7855 FMC (CTx) (United States District Court for the Central District of California). On November 14, 2006, plaintiffs, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a putative class action complaint in the Superior Court of the State of California, Los Angeles County (Case No. BC361978) against Quizno's Franchising Company, TQFC, QFII, QFA, TQM, QIP, QZ Finance LLC, TQSC LLC, Richard E. Schaden, Frederick H. Schaden, certain current and former QUIZNOS employees, and certain current and former QUIZNOS area directors and their employees, asserting claims for violation of the California Franchise Investment Law, breach of contract, and fraud and conspiracy based on alleged misrepresentations relating to site selection. The complaint sought, among other things, an unspecified amount of damages, costs, and attorneys fees. The case was removed to federal court in December 2006. On December 3, 2007, plaintiffs filed an amended complaint, which removed a certain area director as a defendant, added QF as a defendant, withdrew the claims of breach of contract and fraud, and added claims for violations under the California unfair competition and false advertising laws. The QUIZNOS entities filed counterclaims against the plaintiffs on June 6, 2008. The parties entered into a settlement agreement on March 30, 2009. Approximately 260 members of the class who have non-terminated franchise agreements are entitled to a payment equal to an amount ranging from approximately \$50 to \$8,175, representing 5% to 32.7% of the initial franchise fee paid. The amount of the payment depends on the date on which the franchise agreement was signed. These franchisees' franchise agreements will be terminated upon receipt of payment. In the alternative to receiving a payment, a class member with a non-terminated franchise agreement can elect to remain a franchisee, and is entitled to receive a credit in an amount equal to the initial franchise fee toward the purchase price of equipment and supplies which are necessary to open a QUIZNOS Restaurant. Approximately another 300 members of the class with terminated franchise

agreements are entitled to a payment amount between \$250 and \$500. On December 8, 2009, the settlement was approved by the court.

QFA Royalties LLC, et al. v. Joe Petke and Jennifer Petke, Case No. 06 CV 6921 (District Court for the City and County of Denver, Colorado). On June 29, 2006, QFA, QFII, and QIP filed a complaint against defendants, a current QUIZNOS franchisee, asserting claims for breach of contract, defamation, intentional interference with contractual relations, tortious interference with potential business relations, product/business disparagement, violation of the Colorado and Consumer Protection Act. The complaint sought specific performance under the defendants' franchise agreement, damages, attorneys' fees, costs, and interest. On January 10, 2007, defendants filed counterclaims against plaintiffs, asserting claims for violations of the Colorado Consumer Protection Act, the Connecticut Franchise Act, the Connecticut Fair Practices Trade Act, and intentional fraud, breach of contract, fraudulent concealment, civil conspiracy, and extreme and outrageous conduct. The counterclaim sought to enjoin plaintiffs from taking the alleged actions described in the counterclaim, and an unspecified amount of damages, interest, attorneys' fees, and costs. On August 13, 2007, the court dismissed defendants' counterclaims with respect to the Connecticut Franchise Act, the Connecticut Fair Practices Trade Act and civil conspiracy claims. The parties entered into a settlement agreement on June 18, 2009, under which plaintiffs agreed to repurchase defendants' QUIZNOS Restaurant for \$402,600 and pay plaintiffs an additional \$12,400 on or before July 20, 2009.

Dalvinder Sahota v. Quizno's Canada Restaurant Corporation, No. 0719027 (British Columbia Small Claims Court). On November 28, 2007, plaintiff, a former QCRC franchisee without an open QUIZNOS Restaurant, filed a claim against QCRC asserting claims for negligence and misrepresentations or, alternatively, breach of contract. The claim sought a refund of plaintiff's initial franchise fee. The parties entered into a settlement agreement on April 15, 2009, under which QCRC paid plaintiff \$8,500.

9160-0122 Quebec Inc., et al. v. Quizno's Canada Restaurant Corporation, No. 500-22-141799-075 (Court of Quebec, District of Montreal). On November 19, 2007, plaintiffs, a former QCRC franchisee without an open QUIZNOS Restaurant and its principals filed a motion to institute proceedings against QCRC, asserting claims for contract of adhesion, misrepresentation, breach of contract, and unjust enrichment. The motion sought a refund of plaintiff's initial franchise fee and annulment of plaintiffs' franchise agreement. On December 10, 2008, QCRC filed a defense and cross-demand against plaintiffs. The parties entered into a settlement agreement on June 8, 2009, under which QCRC paid plaintiffs \$15,000.

Louis Glazer v. Quizno's Canada Restaurant Corporation, No. 500-17-033914-063 (Superior Court of Quebec, District of Montreal). On November 10, 2006, plaintiff, who was a QCRC franchisee without open QUIZNOS Restaurants, filed a motion to institute proceedings against QCRC, asserting claims for contract of adhesion, breach of contract, and breach of good faith and fair dealing based on an alleged failure to provide locations for his QUIZNOS Restaurants. The motion sought a refund of plaintiff's initial franchise fees and other fees paid to QCRC totaling \$65,564.25, troubles and inconveniences in the amount of \$25,000, damages in the amount of \$25,000, and cancellation of plaintiff's franchise agreements. The parties entered into a settlement agreement on December 7, 2009, under which QCRC agreed to pay plaintiff \$28,000.

Gause v. Geronimo Financial, Inc. and David Prokupek, Civil Action No. 08CV1458 (District Court for the City and County of Denver, Colorado). On March 4, 2008, Marshall Gause, a former employee of Geronimo Financial, Inc. (“Geronimo”), filed a complaint against Geronimo and David Prokupek, asserting several claims related to the termination of his employment, and he later amended his complaint to include a claim that debt re-payments made by Geronimo to Mr. Prokupek constituted a fraudulent conveyance. Without admitting liability, the parties entered into a Confidential Settlement and Release Agreement on September 3, 2009, in which Gause agreed to dismiss the lawsuit against Geronimo and Mr. Prokupek in exchange for a gross sum of \$300,000.

Miguel Morales Vallellanes v. Quizno’s Sub, et al., Case No. KAC08-0918 (Commonwealth of Puerto Rico, Judicial District of San Juan). On June 20, 2008, plaintiff, a QUIZNOS franchisee without an open QUIZNOS Restaurant, filed a demand against TQFC and a current QUIZNOS area director alleging that defendants made misrepresentations to plaintiff in connection with the plaintiff’s franchise agreement. The complaint sought a refund of plaintiff’s initial franchise fee, attorneys’ fees, costs, interest and a decree that plaintiff’s franchise agreement was invalid. The parties entered into a settlement agreement on January 19, 2010, under which TQFC agreed to pay plaintiff \$5,000 and the parties terminated the franchise agreement.

Thin N’ Out Fitness Inc., et al., v. 123 Fit Franchising LLC, et al, No. 75 114 00131 08 (American Arbitration Association). On April 10, 2008, claimants, a former 123 Fit franchisee and its principals, filed a demand for arbitration against SOD, Richard E. Schaden, and certain other unrelated entities and individuals, asserting claims for violation of the Washington Franchise Investment Practices Act. The demand sought rescission of the plaintiffs’ franchise agreement, or in the alternative, an unspecified amount of damages, fees, and costs. The parties signed a settlement agreement and the case was dismissed in February 2010. The terms of the settlement, which included mutual general releases, required 123 Fit to cause a payment to be made to the plaintiffs in the amount of \$27,826.

Quizno’s Franchising II LLC v. The Zig Zag Restaurant Group LLC, et al., Case No. 06 CV 10765 (District Court for the City and County of Denver, Colorado). On October 6, 2006, QFII filed a complaint against defendants, who was a current QUIZNOS franchisee and its principals, asserting claims for breach of contract and declaratory judgment. The complaint sought specific performance under the defendants’ franchise agreement, damages, attorneys’ fees, costs, interest, and other relief. On November 13, 2006, defendants filed counterclaims against QFII, asserting claims for breach of contract, breach of the covenant of good faith and fair dealing, unjust enrichment, and fraudulent non-disclosure. The counterclaim sought rescission, an unspecified amount of damages, attorneys’ fees, and costs. Defendants’ counterclaims for unjust enrichment and fraudulent-non disclosure were dismissed by the court in January 2007. On June 9, 2008, plaintiffs’ amended their counterclaims to add rescission and restitution. Trial concluded on December 12, 2008. On December 31, 2008, the court entered an order in favor of defendants, which awarded \$349,797 in damages plus fees, costs, and interest. QFII filed an appeal on February 12, 2009. On June 2, 2009, the court entered an order awarding attorneys’ fees and costs in favor of defendants in the amount of \$439,776.53. QFII filed an appeal of the judgment on February 12, 2009, and an appeal of the award of attorneys’ fees and costs on July 15, 2009. These appeals were consolidated on August 7, 2009. On March 25,

2010, the parties entered into a settlement agreement under which QFII agreed to pay defendants \$650,000.

Saturated Fats, Inc., Holly S. Roper, Michael J. Roper v. Lane Linder, Linda Linder, Windy City Holdings, No. 2006-L-013075, (Circuit Court of Cook County Illinois). On December 14, 2006, plaintiffs, including Michael J. Roper, filed a complaint against defendants asserting claims for breach of contract, specifically, breach of an asset purchase agreement, an installment collateral note and personal guaranty, and a security agreement. The complaint sought \$160,000 in damages, plus interest, late fees, courts costs, expenses, attorneys' fees and expenses, foreclosure on the collateral, possession of the collateral, and/or foreclosure sale of the collateral. On January 17, 2007, defendants answered plaintiffs' complaint and filed counterclaims against plaintiffs asserting breach of contract, fraud, and fraud in the inducement. The counterclaim sought rescission of the asset purchase agreement, damages in the amount of \$245,000, plus interest, court costs and reasonable attorneys' fees. On February 18, 2008, the parties entered into a settlement agreement and general release, under which the parties agreed to waive their claims against each other, including any amounts owed. On February 22, 2008, in accordance with the settlement agreement, the court dismissed both defendants' and plaintiffs' claims against each other with prejudice.

Raymond Bonanno, et al., individually and on behalf of others similarly situated v. The Quizno's Master LLC, et al., Civil Action No. 1:06-cv-2358-WYD-BNB (United States District Court for the District of Colorado). On February 16, 2006, 6 plaintiff parties, QUIZNOS franchisees without open QUIZNOS Restaurants, filed a putative class action complaint in the Superior Court of New Jersey against TQM, TQC, QFA, a current QUIZNOS area director, and certain former QUIZNOS employees, asserting claims for fraudulent inducement, violation of the covenant of good faith and fair dealing, breach of fiduciary duty, unjust enrichment, breach of contract, negligent misrepresentation, and violations of the New Jersey Consumer Protection Act ("NJCPA"), and the New Jersey Franchise Practices Act ("NJFPA"). The complaint sought, among other things, an unspecified amount of damages, rescission of plaintiffs' franchise agreements, and injunctive relief to prevent future sales of QUIZNOS franchises in New Jersey. On November 17, 2006, the case was transferred to the United States District Court for the District of Colorado. The claims against the area director were dismissed on January 24, 2007. On August 1, 2007, plaintiffs filed an amended complaint. The amended complaint removed TQM and TQC as defendants, added QF, QFII, TQSC LLC, Richard E. Schaden and Richard F. Schaden as defendants, removed claims for violation of the NJCPA and NJFPA, breach of fiduciary duty and negligent misrepresentation, and added claims for violation of the Colorado Consumer Protection Act, common law conspiracy and economic duress. In addition, the amended complaint removed two plaintiff parties, added seven new plaintiff parties, and alleged a putative nationwide class. On October 27, 2009 the parties entered into a settlement agreement settling this case (the "SNO Class Action") and three other cases pending in federal court, *Westerfield v. The Quizno's Franchise Company LLC*, *Siemer v. The Quizno's Franchise Company LLC*, and *Brunet v. The Quizno's Franchise Company LLC*, (the "Franchise Operator Class Action"). By the terms of the settlement agreement, SNO Class Action members and Franchise Operator Class Action members are entitled to receive settlement payments which, along with other consideration provided under the settlement agreement, will have the effect of resolving all past differences between the SNO or Franchise Operator Class Action member and QUIZNOS relating to their ownership and operation of a QUIZNOS Restaurant in the United

States, the District of Columbia or the United States Territory of Puerto Rico. The amount of settlement payment to a qualified class member depends on whether the class member is a SNO Class Action member or a Franchise Operator Class Action member, the date which the franchise agreement was signed, and whether the class member has previously executed a release in favor of QUIZNOS. Settlement payments for putative SNO Class Action members who have previously executed a release against QUIZNOS range from \$250 to \$500. Settlement payments for the remaining putative SNO Class Action members who choose to exit the system range from approximately \$500 to \$8,175, representing 5% to 32.7% of the initial franchise fee paid. Putative SNO Class Action members who elect to remain franchisees are entitled to receive a credit towards equipment and supplies for their Restaurant in an amount equal to the amount of the initial franchise fee paid. In addition to the above settlement payments to qualified class members, under the settlement agreement, QUIZNOS agreed to make certain modifications to its franchise model and business practices. On August 13, 2010, the United States District Court for the Northern District of Illinois granted final approval of the settlement agreement. The case was dismissed with prejudice on August 18, 2010.

Fred N. and Michana A. Westerfield, et al. v. The Quizno's Franchise Company LLC, et al., Case No. 06-C-1210 (United States District Court for the Eastern District of Wisconsin, Green Bay Division). On November 20, 2006, 12 plaintiff parties, who are current and former QUIZNOS franchisees, filed a putative class action complaint against TQFC, QF, QFII, TQM, QFA, QZ Finance LLC, QIP, TQSC LLC, Cervantes Capital LLC, Richard E. Schaden, Richard F. Schaden, and certain current and former area directors, asserting claims for violation of the federal *RICO* statute (18 U.S.C. § 1961 et seq.), Section 1 of the Sherman Act (15 U.S.C. § 1, et seq.), the Wisconsin Antitrust Act, the Wisconsin Fair Dealership Law, and the Wisconsin Deceptive Trade Practices Act, and fraud in the inducement, breach of contract, and fraudulent concealment, all allegedly arising out of the sale of franchises and the subsequent sale to franchisees of certain products or services. The complaint sought unspecified preliminary and permanent injunctive relief, and an unspecified amount of damages. Plaintiffs filed an amended complaint on May 30, 2008, which added TQSC II, QCE Holding, QCE Incentive LLC, QCE Finance, QCE, AFD, SOD, S&S Equipment Company LLC, Ba-Bing! LLC, Chain Management Systems LLC, Kinetic Sourcing Solutions LLC, CLG, CLG Leasing, QAFT, Patrick E. Meyers, The Cervantes Holding Company, Cervantes Master LLC, Quizno's Finance LLC, and another former QUIZNOS employee as defendants, removed the current and former area directors as defendants, added claims for violation of the Wisconsin Statute Section 134.01 (injury to business), the Wisconsin Statute Section 895.446 (property damage or loss), the Wisconsin Franchise Investment Law, and for breach of the implied covenant of good faith and fair dealing, unjust enrichment, promissory fraud, strict liability misrepresentation, economic duress, illusory contract, breach of fiduciary duty, and declaratory judgment, and removed claims related to the Sherman Act and the Wisconsin Antitrust Act. On October 27, 2009 the parties entered into a settlement agreement settling the Franchise Operator Class Action, which includes this case, and the SNO Class Action. By the terms of the settlement agreement, SNO Class Action members and Franchise Operator Class Action members are entitled to receive settlement payments which, along with other consideration provided under the settlement agreement, will have the effect of resolving all past differences between the SNO or Franchise Operator Class Action member and QUIZNOS relating to their ownership and operation of a QUIZNOS Restaurant in the United States, the District of Columbia or the United States Territory of Puerto Rico. The amount of settlement payment to a qualified class member depends on whether the class member is a SNO

Class Action member or a Franchise Operator Class Action member and the date which the franchise agreement was signed. Settlement payments for putative Franchise Operator Class Action members range from \$475 to \$3,150 per franchise agreement. In addition to the above settlement payments to qualified class members, under the settlement agreement, QUIZNOS agreed to make certain modifications to its franchise model and business practices. On August 13, 2010, the United States District Court for the Northern District of Illinois granted final approval of the settlement agreement. The case was dismissed with prejudice on August 17, 2010.

Bonnie Brunet, et al. v. The Quizno's Franchise Company LLC, et al., Case No. 1:07-cv-01717-EWN-KLM (United States District Court for the District of Colorado). On August 14, 2007, 15 plaintiff parties, who are current and former QUIZNOS franchisees, filed a putative national class action complaint against TQFC, QF, QFII, TQM, QFA, QZ Finance LLC, QIP, TQSC LLC, Cervantes Capital LLC, Richard E. Schaden and Richard F. Schaden, asserting claims for violation of the federal *RICO* statute, Sections 1 and 2 of the Sherman Act, the Colorado Antitrust Act, the Colorado Consumer Protection Act, common law fraud, breach of contract, breach of the implied covenant of good faith and fair dealing, economic duress and declaratory judgment. The complaint sought unspecified preliminary and permanent injunctive relief, declaratory relief, and unspecified compensatory, consequential and statutory damages and exemplary, punitive and treble damages. On September 12, 2008, plaintiffs filed an amended complaint, which added QCE Holding, QCE Incentive LLC, QCE Finance, QCE, AFD, SOD, S&S Equipment Company LLC, Ba-Bing! LLC, Chain Management Systems LLC, Kinetic Sourcing Solutions LLC, CLG, CLG Leasing, QAFT, Patrick E. Meyers, The Cervantes Holding Company, Cervantes Master LLC, Quizno's Finance LLC, and another former QUIZNOS employee as defendants, added claims for unjust enrichment, promissory fraud, illusory contract, and breach of fiduciary duty, and removed claims related to the Sherman Act and the Colorado Antitrust Act. On October 27, 2009 the parties entered into a settlement agreement settling the Franchise Operator Class Action, which includes this case, and the SNO Class Action. By the terms of the settlement agreement, SNO Class Action members and Franchise Operator Class Action members are entitled to receive settlement payments which, along with other consideration provided under the settlement agreement, will have the effect of resolving all past differences between the SNO or Franchise Operator Class Action member and QUIZNOS relating to their ownership and operation of a QUIZNOS Restaurant in the United States, the District of Columbia or the United States Territory of Puerto Rico. The amount of settlement payment to a qualified class member depends on whether the class member is a SNO Class Action member or a Franchise Operator Class Action member and the date which the franchise agreement was signed. Settlement payments for putative Franchise Operator Class Action members range from \$475 to \$3,150 per franchise agreement. In addition to the above settlement payments to qualified class members, under the settlement agreement, QUIZNOS agreed to make certain modifications to its franchise model and business practices. On August 13, 2010, the United States District Court for the Northern District of Illinois granted final approval of the settlement agreement. The case was dismissed with prejudice on August 16, 2010.

Ilene Siemer, et al. v. The Quizno's Franchise Company LLC, et al., Case No. 07 CV 2170 (United States District Court for the Northern District of Illinois). On April 19, 2007, 5 plaintiff parties, who are current and former QUIZNOS franchisees, filed a putative class action

complaint against TQFC, QF, QFII, TQM, QFA, QZ Finance LLC, QIP, TQSC LLC, Cervantes Capital LLC, Richard E. Schaden, Richard F. Schaden, and certain other former QUIZNOS employees, asserting claims for violation of the federal *RICO* statute (18 U.S.C. § 1961 et seq.), Section 1 of the Sherman Act (15 U.S.C. § 1, et seq.), the Illinois Antitrust Act, the Illinois Franchise Disclosure Act, the Illinois Consumer Fraud and Deceptive Business Practices Act, and for fraud in the inducement, breach of contract, and breach of the covenant of good faith and fair dealing, all allegedly arising out of the sale of franchises and the subsequent sale to franchisees of certain products or services. The complaint sought unspecified preliminary and permanent injunctive relief, and an unspecified amount of damages. On May 30, 2008, plaintiffs filed an amended complaint, which added TQSC II, QCE Holding, QCE Incentive LLC, QCE Finance, QCE, AFD, SOD, S&S Equipment Company LLC, Ba-Bing! LLC, Chain Management Systems LLC, Kinetic Sourcing Solutions LLC, CLG, CLG Leasing, QAFT, Patrick E. Meyers, The Cervantes Holding Company, Cervantes Master LLC, Quizno's Finance LLC, and another former QUIZNOS employee as defendants, removed the former QUIZNOS employees as defendants, added claims for conspiracy, unjust enrichment, promissory fraud, economic duress, illusory contract, breach of fiduciary duty, and declaratory judgment, and removed claims related to the Sherman Act and the Illinois Antitrust Act. On October 27, 2009 the parties entered into a settlement agreement settling the Franchise Operator Class Action, which includes this case, and the SNO Class Action. By the terms of the settlement agreement, SNO Class Action members and Franchise Operator Class Action members are entitled to receive settlement payments which, along with other consideration provided under the settlement agreement, will have the effect of resolving all past differences between the SNO or Franchise Operator Class Action member and QUIZNOS relating to their ownership and operation of a QUIZNOS Restaurant in the United States, the District of Columbia or the United States Territory of Puerto Rico. The amount of settlement payment to a qualified class member depends on whether the class member is a SNO Class Action member or a Franchise Operator Class Action member and the date which the franchise agreement was signed. Settlement payments for putative Franchise Operator Class Action members range from \$475 to \$3,150 per franchise agreement. In addition to the above settlement payments to qualified class members, under the settlement agreement, QUIZNOS agreed to make certain modifications to its franchise model and business practices. On August 13, 2010, the United States District Court for the Northern District of Illinois granted final approval of the settlement agreement and dismissed the case with prejudice.

Casual Dining Development Inc. v. QFA Royalties LLC, Case No. 2010-0481A (Judicial Arbitrator Group). On June 3, 2009, plaintiff, a former QUIZNOS area director, filed a complaint against QFA asserting claims for violation of the Wisconsin Fair Dealership Law and breach of contract. The complaint sought unspecified damages, fees, and costs. QFA's motion to dismiss was denied on September 3, 2009. QFA filed counterclaims against plaintiff for breach of contract and indemnification on September 18, 2009. Plaintiff filed an amended complaint on September 25, 2009. The parties agreed to arbitrate this dispute between them and on January 8, 2010, filed a stipulation of dismissal without prejudice, which dismissal was granted on January 11, 2010. On October 19, 2010, the parties filed summary judgment motions in the arbitration. QFA's motion for summary judgment (except with respect to its indemnification claim) was granted on November 26, 2010. On December 10, 2010, the parties entered into a settlement agreement, under which the parties entered into a mutual general release and each party's claims against the other were dismissed with prejudice.

OTHER LITIGATION INVOLVING THE FRANCHISE RELATIONSHIP:

During our last fiscal year, we were party to the following actions which were initiated by us to enforce post-termination non-compete covenants: QFA Royalties LLC, et al. v. Alamo City Subs LLC, et al., Case No. 10-cv-00708-REB-KLM (United States District Court for the District of Colorado) filed March 26, 2010; QFA Royalties LLC, et al. v. Jamie Carmona, et al., Case No. 10-cv-00707-MSK-MEH (United States District Court for the District of Colorado) filed March 26, 2010, dismissed without prejudice October 8, 2010; QFA Royalties LLC, et al. v. Lakhani Enterprise USA Corp., et al., Case No. 10-cv-00709-WYD-CBS (United States District Court for the District of Colorado) filed March 26, 2010, settled October 25, 2010; QFA Royalties LLC, et al. v. Kanya Enterprises Inc., et al., Case No. 10-cv-00958-CMA-KLM (United States District Court for the District of Colorado) filed April 27, 2010, injunction and default judgment entered February 25, 2011; QFA Royalties LLC, et al. v. CSV Inc., et al., Case No. 10-cv-01051-CMA-MJW (United States District Court for the District of Colorado) filed May 6, 2010, settled June 28, 2010; QFA Royalties LLC, et al. v. Kelvin Martinez, et al., Case No. 2010CV3717 (District Court for the City and County of Denver, Colorado) filed May 7, 2010, dismissed without prejudice June 7, 2010; QFA Royalties LLC, et al. v. Uk Jin Choi, et al., Case No. 10-cv-01250-PAB-CBS (United States District Court for the District of Colorado) filed May 28, 2010, settled September 9, 2010; QFA Royalties LLC, et al. v. We Win Inc., et al., (District Court for the City and County of Denver, Colorado) filed June 28, 2010, settled November 5, 2010; Quizno's Canada Restaurant Corporation v. 2050773 Ontario Ltd., et al., Case No. 10-8782-00CL (Ontario Superior Court of Justice) filed June 30, 2010; QFA Royalties LLC, et al. v. Shree Apne Inc., et al., Case No. 10-cv-04237 (United States District Court for the Northern District of Illinois) filed July 9, 2010, injunction granted August 19, 2010, default judgment granted November 3, 2010; QFA Royalties LLC, et al. v. Samir Gandhi, et al., Case No. 2:10-cv-03140 (United States District Court for the Eastern District of New York) filed July 9, 2010, injunction granted December 7, 2010; QFA Royalties LLC, et al. v. IK USA Inc., et al., Case No. 2:10-cv-03141 (United States District Court for the Eastern District of New York) filed July 19, 2010, default judgment pending; QFA Royalties LLC, et al. v. Watson Investments LLC, et al., Case No. 2010CV8473 (District Court for the City and County of Denver, Colorado) filed October 26, 2010, default judgment pending.

Other than these 102 actions disclosed above, no litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee. You currently must pay an initial franchise fee of \$12,500 for a Franchise Agreement that you sign for a traditional location (“**Initial Franchise Fee**”). You must pay the Initial Franchise Fee in a lump sum when you sign the Franchise Agreement. Except in certain limited circumstances described below, upon our receipt of payment, we have no obligation to refund the Initial Franchise Fee. However, we have periodically agreed to refund the Initial Franchise Fee and terminate the Franchise Agreement under certain circumstances, including a franchisee’s failure to successfully complete initial training. We may do so again in the future under circumstances we deem appropriate, but we are not obligated in any way to refund the Initial Franchise Fee. If we do elect to refund the Initial Franchise Fee and terminate the Franchise Agreement, you will be required to sign a general release as a condition to receiving any refund.

If you sign a Site Specific Addendum and we determine, after making best faith efforts, you are not able to secure the site identified in the addendum due solely to landlord’s action or inaction or zoning or other governmental restrictions, we will refund the Initial Franchise Fee in accordance with the terms of the Site Specific Addendum upon your execution of a general release in the form we provide. We will also refund the Initial Franchise Fee if you sign a Site Specific Addendum and you do not receive final approval from us for the site, subject to your execution of a general release in the form we provide.

We reserve the right to waive or reduce the Initial Franchise Fee either for our, our affiliates’, or Franchisees’ employees who have successfully completed our training program or for other franchise candidates. The Initial Franchise Fee during the last fiscal year for a QUIZNOS Restaurant franchise ranged from \$0 to \$25,000.

Except as indicated above, we fully earn the Initial Franchise Fee when paid and the Initial Franchise Fee is not refundable under any circumstances. However, if we do not countersign the Franchise Agreement, we will refund the Initial Franchise Fee.

If a Franchisee refers a prospective Franchisee to us who ultimately purchases a franchise for a QUIZNOS Restaurant, we currently pay the referring Franchisee \$500, although we may stop this practice or change the amount at any time.

When a franchise is sold through an Area Director, Territory Developer or any of our other representatives, the Area Director or Territory Developer (or other representative) will receive a commission equal to a percentage of the total Initial Franchise Fee paid by a Franchisee who purchases a QUIZNOS Restaurant franchise, subject to the satisfaction of certain conditions.

Non-Traditional Restaurant. If you desire to operate a Non-Traditional Restaurant, you must sign our Franchise Agreement (and, if applicable, the Addendum for a Non-Traditional facility, the Cart Addendum or the Cooler Addendum). (See Item 1). You must pay an Initial Franchise Fee of \$10,000 for each Non-Traditional Restaurant (or \$5,000 if you sign the Cooler

Addendum). We reserve the right to waive or reduce the Initial Franchise Fee either for our, our affiliates', or Franchisees' employees who have successfully completed our training program or for other franchise candidates. The Initial Franchise Fee we collected for Non-Traditional Restaurants during the last fiscal year ranged from \$0 to \$10,000. The Initial Franchise Fees are fully earned once paid and are not refundable under any circumstances. You must pay the fee in a lump sum when you sign the Franchise Agreement.

Convenience Restaurant. If you desire to operate a Convenience Restaurant, you must pay an Initial Franchise Fee of \$10,000 when you sign the Franchise Agreement and the Convenience Restaurant Addendum. The Initial Franchise Fee is fully earned once paid and is not refundable under any circumstances.

Reopen Restaurant. If you desire to operate a Reopen Restaurant, you must pay an Initial Franchise Fee of \$12,500 when you sign the Franchise Agreement and the applicable Reopen Addendum. However, we will reduce the Initial Franchise Fee to \$5,000 if (1) you sign a Reopen Addendum for a Convenience Restaurant or (2) you sign a Reopen Addendum for a Traditional Restaurant and do not obtain Acquisition Financing (defined in Item 10) from our affiliate, Quizmark LLC, in connection with the reopening of such Traditional Restaurant.

If you sign a Site Specific Reopen Addendum, we may terminate the Franchise Agreement if (i) we do not approve the transactions contemplated in the document governing your purchase of the Reopen Restaurant, (ii) you are unable to secure the site, (iii) you fail to re-open the Restaurant within 90 days or (iv) we determine that you have failed to actively and diligently proceed with servicing the site and re-opening the Restaurant. If we exercise our right to terminate, we will refund the Initial Franchise Fee, subject to your signing a general release in the form we require.

QUIZNOS Mobile Trailer. If you desire to operate a QUIZNOS Mobile Trailer, you must pay an Initial Franchise Fee of \$8,000 when you sign the Franchise Agreement and the Mobile Trailer Addendum. The Initial Franchise Fee is fully earned once paid and is not refundable under any circumstances.

Lease Review and Lease Assistance Program. After you select a location for your Restaurant, we must approve that location. If approved, our authorized representative (which likely will be TQSC II or another affiliate) will review and likely will negotiate certain lease provisions. We do not act as your legal counsel or representative in conducting those negotiations, although our interests, as Franchisor, are usually aligned with yours as the Franchisee and tenant. We encourage you to consult your own attorney if you need legal assistance in negotiating a lease with which you are satisfied. You must pay us or our authorized representative a nonrefundable "**Lease Review Fee**" of \$1,000. The Lease Review Fee covers the costs of reviewing and (if applicable) negotiating the first lease we review. You must pay only one Lease Review Fee unless you refuse to sign a lease that we have approved for your Restaurant and we or our authorized representative then must conduct one or more additional lease reviews for the Restaurant. In that case, you must pay a Lease Review Fee for the first lease review and another Lease Review Fee for each additional lease review conducted. The Lease Review Fee for a Traditional Restaurant, a Non-Traditional Restaurant and a Convenience Restaurant will range between \$0 and \$1,000. For a Traditional Restaurant, we have periodically

waived the Lease Review Fee under certain circumstances, for instance if you currently operate a Restaurant. We may do so again in the future under circumstances we deem appropriate, but we are not obligated in any way to waive the Lease Review Fee. You do not have to pay the Lease Review Fee if you operate a Non-Traditional Restaurant or a Convenience Restaurant and are providing the premises for the Restaurant, although we still have the right to approve the location. The Lease Review Fee for a Reopen Restaurant will range between \$0 and \$1,000. We do not charge a lease review fee for QUIZNOS Mobile Trailers.

If you participate in our Lease Assistance Program, Restaurant Realty will sign the master lease with the landlord and then sign a Sublease (Exhibit S) with you. Upon signing the Sublease, you must pay us (i) a closing fee, which will range between \$1,000 and \$2,250 and will cover the Lease Review Fee (\$1,000), if applicable, and (ii) a security deposit typically equal up to 2 months' base rent. The amount of the security deposit depends on the amount of the security deposit required under the master lease and we are not able to estimate such amounts. The closing fee is not refundable under any circumstances and the security deposit is refundable in accordance with the terms of the Sublease. The Lease Assistance Program is not available to Non-Traditional Restaurants, Convenience Restaurants, or QUIZNOS Mobile Trailers.

Opening Inventory. Prior to opening a Restaurant, as described in Items 7 and 11, you are required to purchase your opening inventory from a supplier designated by us, which could be one of our affiliates. We estimate that you will need \$8,000 of opening inventory for a Traditional Restaurant, between \$6,500 and \$11,000 for a Reopen Restaurant, between \$2,000 and \$2,500 of opening inventory for a QUIZNOS Cart, between \$300 and \$1,500 of opening inventory for a QUIZNOS Cooler, and approximately \$2,000 of opening inventory for a Non-Traditional Restaurant, Convenience Restaurant or QUIZNOS Mobile Trailer. The amounts will be payable prior to opening and are not refundable under any circumstances.

Site Specific Addendum. If you sign a Site Specific Addendum, you must pay, in addition to the Initial Franchise Fee, a nonrefundable amount equal to \$8,000 in a lump sum when you sign the Franchise Agreement. This amount includes the Lease Review Fee (\$1,000). The \$8,000 payment is not refundable under any circumstances.

QUIZNOS Point of Sale System. As described in Items 7 and 8, you are required to purchase from a designated supplier the QUIZNOS point-of-sale system. However, we have a small inventory of point-of-sale system parts that we may, but are not obligated to, sell to you. If we offer to sell, and you agree to purchase, such point-of-sale system parts, we estimate the cost of such parts to be approximately \$850.

“The New QUIZNOS” Initiative. Prior to opening a Reopen Restaurant, as described in Item 7, you must upgrade the Reopen Restaurant in accordance with our remodeling requirements under “The New QUIZNOS” initiative. In connection with such remodeling, you must purchase from us the required wallpaper for your Reopen Restaurant. We estimate such wallpaper to cost between \$950 and \$1,500.

Restaurant Equipment; Leasehold Improvements; Architectural Services. If our affiliate, Quizmark LLC, provides you Acquisition Financing (defined in Item 10) to develop a

new QUIZNOS Restaurant, we (or our affiliates) may, at our option and on your behalf, obtain from third party vendors some or all of your Restaurant's (i) equipment (including construction materials and signs), and (ii) leasehold improvements and architectural services necessary for your Restaurant's build-out. If we (or our affiliates) obtain any such products and services on your behalf, Quizmark LLC will directly pay us (or one of our affiliates) the cost of such products and services from the proceeds of the Acquisition Financing. (See Item 10) We anticipate that the total amount of equipment, leasehold improvements and architectural services that we (or our affiliates) may purchase on your behalf to range between \$7,000 and \$120,000. You must pay us (or one of our affiliates) the cost of any equipment or leasehold improvement prior to its shipment by the third party vendor. Fees for architectural services are payable upon invoice. Fees for any equipment, leasehold improvements or architectural services purchased on your behalf are not refundable.

ITEM 6

OTHER FEES

Type of Fee¹	Amount	Due Date	Remarks⁹
Royalty	7% of Gross Sales ²	Payable on the day of the week periodically designated by us (based on the prior week's Gross Sales)	Your bank account will be debited for Royalties due. ³
Non-Compliance Charge	Up to \$250 per default (at our discretion)	On demand, but only if you are delinquent in your payments to us or otherwise violate an obligation under the Franchise Agreement	Payable the day after payment or other event (such as required report) is due.
Interest on Late Payments	2% interest per month on any late payment to us, including Royalty and Marketing and Promotion Fee payments	As incurred	Due on late payments.

Type of Fee ¹	Amount	Due Date	Remarks ⁹
Bookkeeping Services ⁴	\$65-\$75 per week per Traditional Restaurant if collected by us or our affiliate. However, we do not currently collect any amount for Bookkeeping Services.	Payable on the day of the week periodically designated by us	We reserve the right to require you to use our designated vendor to provide bookkeeping services for your Restaurant. We currently require you to pay the bookkeeping service provider directly. However, we reserve the right to require you to pay us. In such case, your bank account will be debited for the amount due. We may increase the fee after the first 12 months based on market rates for similar services. This may not be required for some Non-Traditional Restaurants. ⁵
Marketing and Promotion Fee	1% of Gross Sales	Payable on the day of the week periodically designated by us (based on the prior week's Gross Sales)	Your bank account will be debited for amount due.
Lease Indemnification Fee	\$57.69 per week	Payable on the day of the week periodically designated by us	Payable only if you participate in our Lease Assistance Program. We will debit your bank account for the amount due.

Type of Fee ¹	Amount	Due Date	Remarks ⁹
Regional Advertising Fee	Currently 3% of Gross Sales. May be subject to increase to 4%	Payable on the day of the week periodically designated by us (based on prior week's Gross Sales)	This Regional Advertising Fee replaces the Local Advertising Fee as long as (and to the extent) we elect to apply the Local Advertising Fee to the Regional Advertising Fee. As of the date of this Disclosure Document, there are 4 regional advertising programs; you must contribute to the program operating in your region. All Restaurants currently operating in the U.S. are included in one of the regional advertising programs.
Local Advertising Cooperative	Percentage of Gross Sales determined by franchisees contributing to the Local Advertising Cooperative	Payable on the day of the week periodically designated by us (based on prior week's Gross Sales)	If we implement a program to permit QUIZNOS Restaurants to form Local Advertising Cooperatives, franchisees in your geographic area may form such a Local Advertising Cooperative. If a Local Advertising Cooperative is formed, you must contribute the amount determined according to the bylaws which must be approved by us (see Item 11).

Type of Fee¹	Amount	Due Date	Remarks⁹
Transfer	50% of then-current Initial Franchise Fee (or, if applicable, 50% of the then-current Non-Traditional Initial Franchise Fee)	Before the transfer	Payable when your interest in the Franchise Agreement, a material portion of the Restaurant's assets, or an interest in you is transferred. We may offer a reduced transfer fee for multi-unit owners who transfer their Restaurants and may reduce or waive transfer fees under certain other limited circumstances.
Renewal Fee	\$1,000	When you renew your franchise and sign the then-current Franchise Agreement	
Inspection and Audit Fee	(1) Interest on past due amount at lesser of 2% per month or maximum commercial contract interest rate allowed by law and (2) costs of audit	On demand	Costs of audit payable only if you understate your Gross Sales by 2% or more; interest payable if you understate your Gross Sales by any amount.
Training Program Expenses ⁶	Costs associated with attending mandatory training session	As incurred	We may require additional training occasionally. We may charge a training fee for each special program in which you participate.
Management Fee	3% of Gross Sales plus direct out-of-pocket costs and expenses	As incurred	Due when we (or a third party) manage your Restaurant after your default or abandonment.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable if we prevail in a judicial or other proceeding.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us and our affiliates if any of us are held liable for claims related to your Restaurant's operations.

Type of Fee ¹	Amount	Due Date	Remarks ⁹
Insurance Premiums/Rent	Varies under circumstances	As incurred	If you do not pay your rent or insurance premiums, we or our affiliates can pay them for you and you must reimburse the payor. Rent includes any payments required under your lease.
Music Fee	Currently ranges from \$25 to \$40 (plus applicable taxes) per month	Monthly	You must pay this fee for music we designate for your Restaurant.
Product and Service Purchases	See Item 8	See Item 8	You must buy products and services, including a delivery website, that meet QUIZNOS standards and specifications, and in many cases, from approved or designated vendors, manufacturers, suppliers and distributors (which may be us or one or more of our affiliates). If you fail to purchase any required products or services from approved or designated vendors, manufacturers, suppliers and distributors, we may purchase such products or services on your behalf and charge you the cost of purchasing such products or services. We will transfer the amount owed from your bank account by electronic funds transfer.
Testing	Cost of Testing (We currently do not charge a fee.)	As incurred	This covers the costs of testing new products or inspecting new suppliers you propose.

Type of Fee ¹	Amount	Due Date	Remarks ⁹
Noncompetition Violation ⁷	A fee equal to our then-current Initial Franchise Fee for each competitive business and 8% of its gross sales	Upon a violation of the noncompetition covenants	
Estimated Royalty, Marketing and Promotion Fee, Regional Advertising fee, and other payments	Royalties, Marketing and Promotion Fee, Regional Advertising fee and all other payments due under the Franchise Agreement will be calculated based on assumed Gross Sales of \$10,000 per week ⁸ , to be increased by 10% for each week you fail to comply with reporting requirements	Payable on the day of the week periodically designated by us	Payable only if you fail to submit timely reports of Gross Sales and your Gross Sales must be estimated in order to debit your account for required payments; these amounts will be reconciled with the actual amounts owed after you submit reports. Our method of estimating Gross Sales may change periodically, as described in the Operations Manual.
Gift Card Service Charge	3% of gross sales from gift card purchase, plus pro rata share of third party vendor commission, if applicable	Payable on the day we pay you for gift card redemptions	If a customer uses a gift card at your Restaurant to purchase products or services, we will pay you the amount redeemed, minus a 3% service fee. We will also deduct a pro rata amount of the third party vendor commission for the card, if applicable.

Type of Fee ¹	Amount	Due Date	Remarks ⁹
Termination Fee	An amount equal to the net present value of the Royalties, Marketing and Promotion Fee, Local Advertising Fees, and Regional Advertising Fees that would have become due following termination of the Franchise Agreement for the period the Franchise Agreement would have remained in effect but for your default	Upon termination of the Franchise Agreement	You will be required to pay us this fee if we terminate the Franchise Agreement based on your default or you terminate without cause. Royalties, Marketing and Promotion Fees, Local Advertising Fees, and Regional Advertising Fees will be calculated based on your Restaurant's average monthly Gross Sales for the 12 months preceding the termination date. If you have not opened your Restaurant for business for at least 12 months preceding the termination date, Royalties, Marketing and Promotion Fees, Local Advertising Fees, and Regional Advertising Fees will be calculated based on the average monthly Gross Sales of all QUIZNOS Restaurants during our last fiscal year.

^{1/} Except as otherwise noted, fees are collected by and payable to us or our designated affiliates. No fees are refundable. The following fees may not be uniform to all Franchisees: (i) the Royalty; (ii) the Marketing and Promotion Fee; (iii) the Regional Advertising Fee; and (iv) the Local Advertising Cooperative fee. In addition, existing QUIZNOS Franchisees may have fees that differ from those stated in the table above.

^{2/} “**Gross Sales**” are defined as sales of any kind for all services or products from or through your Restaurant, including any sales made for cash or upon credit, or partly for cash and partly for credit, regardless of collection of charges for which credit is given, regardless of whether sales are conducted in compliance with or in violation of the terms of the Franchise Agreement, and regardless of whether sales occur at the site of your Restaurant or off-site, but excluding discounts, sales taxes, or other similar taxes and credits. “Gross Sales” also include (i) the fair market value of any services or products you receive in barter or exchange for your services and products and all insurance proceeds that you receive for loss of business due to a casualty to or similar event at the Restaurant and (ii) the gross amount of any gift card redemptions at your Restaurant.

- 3/ Before opening, you must sign and deliver all documents needed to permit our designated representative to debit your bank account for each week's Royalty and Marketing and Promotion Fee payments and other payments due under the Franchise Agreement or otherwise, including interest due on late payments. However, you must pay all amounts due by means other than automatic debit whenever we deem appropriate.
- 4/ You must use a designated vendor (which may be one of our affiliates) to provide bookkeeping services for you during the term of your Franchise Agreement. We can terminate the services upon 90 days' notice. If you purchase a franchise for a Traditional Restaurant, you must use our designated vendor for payroll services unless we approve another vendor. You do not pay us or an affiliate for payroll services.
- 5/ We currently require you to enter into a direct contractual or other arrangement with the service provider. Therefore, you are responsible for directly compensating the service provider for services and pay the amounts charged by the service provider for such services. If you are operating a Non-Traditional Restaurant or a Convenience Restaurant, you will not be required to use the service provider and the bookkeeping services may be performed by you internally or by a different third-party provider.
- 6/ Expenses associated with travel, meals, and lodging while you attend initial training sessions, as well as any fees charged by test facilities. All of these expenses are paid to third parties. Although we currently do not do so, we may in the future charge a tuition fee for training additional managers. (See Item 11)
- 7/ You agree not to engage in certain businesses defined as "Competitive Businesses" during the franchise term; not to engage in a "Branded Business" within ¼ mile of your Restaurant without our consent during the franchise term; and not to engage in any Competitive Business located or operating within a 5-mile radius of your former Restaurant (including at the former Franchised Location (defined in Item 12)) or any other QUIZNOS franchised or company-owned Restaurant for 2 years following the termination or expiration of the Franchise Agreement. These restrictions may be modified if you sign an agreement to operate a Non-Traditional Restaurant, a Convenience Restaurant or a Quiznos Mobile Trailer.
- 8/ The assumed Gross Sales of \$10,000 per week exceeds the average actual weekly gross sales in 2010 which was \$6,713. (See Item 19)
- 9/ Currently, AFD facilitates the specification, manufacture and purchase of most food and certain restaurant supplies used in the Quiznos System. It maintains quality control standards, manages recipes and food content, and arranges for the acquisition of such items for use in the system. In doing so, AFD either designates a supplier, which sells directly to franchisees, or purchases the product and then resells it at a mark up to independent distribution companies that work under contract with AFD. Those companies in turn sell the product to franchisees. With respect to certain products or supplies, AFD is paid a sourcing fee by the supplier or distributor.

ITEM 7

ESTIMATED INITIAL INVESTMENT

**YOUR ESTIMATED INITIAL INVESTMENT
(TRADITIONAL UNIT)**

Type of Expenditure¹	Amount²	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ³	\$12,500	Lump Sum	At signing of Franchise Agreement	Us
Architectural Fees ⁴	\$7,000 - \$13,000	Lump Sum	Before opening	Us or one of our Affiliates; or one of our Suppliers (such as Architects)
Lease Review Fee/Lease Assistance Program ¹⁵	\$0 - \$2,250	Lump Sum	Upon submission of request for site approval	Us or our Affiliate
Leasehold Improvements ⁵	\$60,000 - \$150,000	As arranged	Before opening	Us or one of our Affiliates; Landlord; or Contractors
Equipment, Construction Materials and Signs ^{5,6}	\$54,315 - \$97,350	1 or 2 installments	Before opening	Us or one of our Affiliates; or one of our Suppliers
Teamwear in a Box	\$585	1 or 2 installments	Before opening	One of our Suppliers
Cash Register, Credit Card, Music and Computer Systems ¹⁴	\$6,000 - \$10,050	1 or 2 installments	Before opening	Us or one of our Suppliers
Phones, Other Miscellaneous Items	\$1,000	As agreed	Before opening	One of our Suppliers
Security Deposits, Utility Deposits, and Business Licenses	\$3,600 - \$8,000	As agreed	Before opening	Landlord; Suppliers; or Government Agencies
Training Expenses ⁷	\$1,500 - \$4,500	As agreed	Before opening	Outside Vendors
Opening Advertising Campaign ⁸	\$5,500	Lump Sum	Before opening	Outside Vendors
Real Estate	Note ⁹	As agreed		
Opening Inventory	\$8,000	Lump Sum	Before opening	One of our Affiliates or Suppliers

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds — 3 months ¹⁰	\$5,000	As arranged	As incurred	Suppliers and your Employees
TOTAL ESTIMATED INITIAL INVESTMENT¹¹ (excluding real estate costs)	\$165,000- \$317,735			

**YOUR ESTIMATED INITIAL INVESTMENT
(NON-TRADITIONAL UNIT)**

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$10,000	Lump Sum	At signing of Franchise Agreement	Us
Architectural Fees ⁴	\$7,000 - \$9,000	Lump Sum	Before opening	Suppliers such as Architects
Lease Review Fee	\$0 - \$1,000	Lump Sum	Upon submission of request for site approval	Us or our Affiliate
Leasehold Improvements ⁵	\$5,000 - \$87,000	As arranged	Before opening	Landlord and Contractors
Equipment, Construction Materials and Signs ^{5,6}	\$30,850 - \$65,210	1 or 2 installments	Before opening	One of our Suppliers
Teamwear in a Box	\$585	1 or 2 installments	Before opening	One of our Suppliers
Cash Register, Credit Card, Music and Computer Systems ¹⁴	\$0 - \$7,000	1 or 2 installments	Before opening	Us or one of our Suppliers
Phones, Other Miscellaneous Items	\$1,000	As agreed	Before opening	One of our Suppliers
Security Deposits, Utility Deposits, and Business Licenses	\$500 - \$1,000	As agreed	Before opening	Landlord; Suppliers; or Government Agencies
Training Expenses ⁷	\$1,500 - \$4,500	As agreed	Before opening	Outside Vendors
Opening Advertising Campaign	\$1,125 - \$7,550	Lump Sum	Before opening	Outside Vendors
Real Estate	Note ⁹	As agreed		

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Opening Inventory	\$2,000	Lump Sum	Before opening	One of our Affiliates or Suppliers
Additional Funds — 3 months ¹⁰	\$1,000 - \$5,000	As arranged	As incurred	Suppliers and your Employees
TOTAL ESTIMATED INITIAL INVESTMENT¹¹ (excluding real estate costs)	\$60,560 - \$200,845			

**YOUR ESTIMATED INITIAL INVESTMENT
(CART)**

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$10,000	Lump Sum	At signing of Franchise Agreement	Us
Architectural Fees ⁴	\$500 - \$1,500	Lump Sum	Before opening	Suppliers such as Architects
Equipment, Construction Materials and Signs (includes \$585 fee for Teamwear in a Box) ^{5,6}	\$26,647 - \$36,647	1 or 2 installments	Before opening	One of our Suppliers
Cash Register, Credit Card, Music and Computer Systems ¹⁴	\$1,500 - \$6,650	1 or 2 installments	Before opening	Us or one of our Suppliers
Phones, Other Miscellaneous Items	\$500 - \$1,000	As agreed	Before opening	One of our Suppliers
Opening Advertising Campaign	\$3,000	Lump Sum	Before opening	Outside Vendors
Opening Inventory	\$2,000 - \$2,500	Lump Sum	Before opening	One of our Affiliates or Suppliers
Additional Funds — 3 months ¹⁰	\$1,000 - \$5,000	As arranged	As incurred	Suppliers and your Employees
TOTAL ESTIMATED INITIAL INVESTMENT¹¹ (excluding real estate costs)	\$45,147 - \$66,297			

**YOUR ESTIMATED INITIAL INVESTMENT
(COOLER)**

Type of Expenditure¹	Amount²	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$5,000	Lump Sum	At signing of Franchise Agreement	Us
Leasehold Improvements	\$1,000 - \$2,500	As arranged	Before opening	Landlord and Contractors
Equipment, Construction Materials and Signs (includes \$585 fee for Teamwear in a Box) ⁶	\$3,747 - \$30,947	1 or 2 installments	Before opening	One of our Suppliers
Cash Register, Credit Card, Music and Computer Systems ¹⁴	\$6,700	1 or 2 installments	Before opening	Us or one of our Suppliers
Phones, Other Miscellaneous Items	\$500 - \$1,500	As agreed	Before opening	One our Suppliers
Opening Inventory	\$300 - \$1,500	Lump Sum	Before opening	One of our Affiliates or Suppliers
Additional Funds — 3 months ¹⁰	\$1,000 - \$5,000	As arranged	As incurred	Suppliers and your Employees
TOTAL ESTIMATED INITIAL INVESTMENT¹¹ (excluding real estate costs)	\$18,247 - \$53,147			

**YOUR ESTIMATED INITIAL INVESTMENT
(CONVENIENCE RESTAURANT)**

Type of Expenditure¹	Amount²	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$10,000	Lump Sum	At signing of Franchise Agreement	Us
Architectural Fees ⁴	\$7,000 - \$8,500	Lump Sum	Before opening	Suppliers such as Architects
Lease Review Fee	\$0 - \$1,000	Lump Sum	Upon submission of request for site approval	Us or our Affiliate
Leasehold Improvements ⁵	\$10,000 - \$80,000	As arranged	Before opening	Landlord and Contractors

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Equipment, Construction Materials and Signs ^{5,6}	\$44,850 - \$74,710	1 or 2 installments	Before opening	One of our Suppliers
Teamwear in a Box	\$585	1 or 2 installments	Before opening	One of our Suppliers
Cash Register, Credit Card, Music and Computer Systems ¹⁴	\$6,000 - \$10,000	1 or 2 installments	Before opening	Us or one of our Suppliers
Phones, Other Miscellaneous Items	\$1,000	As agreed	Before opening	One of our Suppliers
Security Deposits, Utility Deposits, and Business Licenses	\$500 - \$1,000	As agreed	Before opening	Landlord; Suppliers; or Government Agencies
Training Expenses ⁷	\$1,500 - \$4,500	As agreed	Before opening	Outside Vendors
Opening Advertising Campaign	\$1,125 - \$7,550	Lump Sum	Before opening	Outside Vendors
Real Estate	Note ⁹	As agreed		
Opening Inventory	\$2,000	Lump Sum	Before opening	One of our Affiliates or Suppliers
Additional Funds — 3 months ¹⁰	\$1,000 - \$5,000	As arranged	As incurred	Suppliers and your Employees
TOTAL ESTIMATED INITIAL INVESTMENT¹¹ (excluding real estate costs)	\$85,560 - \$205,845			

**YOUR ESTIMATED INITIAL INVESTMENT
(MOBILE TRAILER)**

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee	\$8,000	Lump Sum	At signing of Franchise Agreement	Us
Equipment, Construction Materials and Signs ^{5,6}	\$65,000 - \$85,000	1 or 2 installments	Before opening	One of our Suppliers
Teamwear in a Box	\$585	1 or 2 installments	Before opening	One of our Suppliers
Cash Register, Credit Card, Music and Computer Systems ¹⁴	\$0 - \$10,000	1 or 2 installments	Before opening	Us or one of our Suppliers

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Security Deposits, Utility Deposits, and Business Licenses	\$500 - \$1,000	As agreed	Before opening	Landlord; Suppliers; or Government Agencies
Training Expenses ⁷	\$1,500 - \$4,500	As agreed	Before opening	Outside Vendors
Real Estate	Note ⁹	As agreed		
Opening Inventory	\$2,000	Lump Sum	Before opening	One of our Affiliates or Suppliers
Additional Funds — 3 months ¹⁰	\$1,000- \$5,000	As arranged	As incurred	Suppliers and your Employees
TOTAL ESTIMATED INITIAL INVESTMENT¹¹ (excluding real estate costs)	\$78,585 - \$116,085			

**YOUR ESTIMATED INITIAL INVESTMENT
(REOPEN RESTAURANT)**

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee ³	\$5,000 - \$12,500	Lump Sum	At signing of Franchise Agreement	Us
“The New Quiznos,” Equipment, Construction Materials and Signs (includes \$585 fee for Teamwear in a Box) ⁶	\$3,989 - \$62,350	As arranged	Before opening	Us, Used Equipment Owner or one of our Suppliers
Lease Review Fee/Lease Assistance Program Fee ¹²	\$0 - \$2,250	Lump Sum	At signing of Sublease	Us or one of our Affiliates
Site Inspection Fee ¹³	\$775	Lump Sum	Before opening	One of our Suppliers
Cash Register, Credit Card, Music and Computer Systems ¹⁴	\$0 - \$7,000	1 or 2 installments	Before opening	Us or one of our Suppliers
Phones, Other Miscellaneous Items	\$1,000	As agreed	Before opening	One of our Suppliers
Security Deposits, Utility Deposits, and Business Licenses	\$3,600 - \$9,250	As Agreed	Before opening	Landlord; Suppliers; or Government Agencies
Training Expenses ⁷	\$1,500 - \$4,500	As Agreed	Before opening	Outside Vendors

Type of Expenditure ¹	Amount ²	Method of Payment	When Due	To Whom Payment is to be Made
Opening Advertising Campaign ⁸	\$5,500	Lump Sum	Before opening	Outside Vendors
Opening Inventory	\$6,500 - \$11,000	Lump Sum	Before opening	One of our Affiliates or Suppliers
Additional Funds — 3 months ¹⁰	\$10,000	As arranged	As incurred	Suppliers and your Employees
TOTAL ESTIMATED INITIAL INVESTMENT¹¹ (excluding real estate costs)	\$37,864- \$126,125			

^{1/} The initial franchise fee is not refundable except under limited circumstances. (See Item 5) Security deposits may be refundable. Otherwise, none of the fees described above are refundable under any circumstances.

^{2/} Investment figures represent approximate costs based on the size and type of your QUIZNOS Restaurant, location, and the extent of renovations required. A lower cost Restaurant is one that would require fewer leasehold improvements, less seating, and fewer equipment expenditures. A higher cost Restaurant might require extensive interior renovations, extensive seating, and additional equipment. It might not be possible to build a Restaurant for the lower total investment cost listed.

For Non-Traditional Restaurants, these figures represent approximate costs for purchasing, installing, and equipping the Non-Traditional Restaurant. Because they may be located in a host facility, these Non-Traditional Restaurants may require fewer leasehold improvements and equipment expenditures than traditional QUIZNOS Restaurants. Opening inventory expenditures usually are lower as well, but the initial investment in a Non-Traditional Restaurant depends on the type, location, and configuration of the Non-Traditional Restaurant and of the host facility.

^{3/} As noted in Item 5, the Initial Franchise Fee for a traditional location is \$12,500.

However, we will reduce the Initial Franchise Fee to \$5,000 if (i) your Reopen Restaurant is a Convenience Restaurant or (ii) your Reopen Restaurant is a Traditional Restaurant and you do not receive Acquisition Financing (defined in Item 10).

^{4/} These amounts do not include plan review fees assessed by the municipality in which the Restaurant will be located.

^{5/} These amounts might be reduced if the landlord contributes any tenant finish allowance. The amounts do not include any applicable sales taxes (which are your responsibility). Sales tax will be included in equipment invoicing as appropriate to your state and

locality. In addition, actual costs may exceed these ranges in certain metropolitan markets.

^{6/} Included in the equipment and construction materials are HVAC, electrical panel, one sign, and millwork. Figures represent approximate costs based on extent of equipment and renovations needed and reflect the purchase of new equipment. Subject to our prior written approval, you may purchase pre-owned equipment from our approved or designated suppliers. If you are permitted to purchase pre-owned equipment, your cost for such equipment will typically be lower than if you were to purchase new equipment.

If you are reopening a closed Restaurant you will need to upgrade and refurbish the Restaurant in accordance with our remodeling requirements under “The New Quiznos” initiative. In connection with such remodeling, you must purchase the required wallpaper for the Restaurant from us. We estimate to cost of such wallpaper to be between \$950 and \$1,500. (See Item 5)

^{7/} You are responsible for arranging transportation and paying the expenses for meals and lodging for any persons attending the training program. The amount expended will depend on the distance you travel and the type of accommodations you choose. The estimate contemplates attendance by one person. Your expenses will be higher if more than one individual attends the training program.

^{8/} For traditional Restaurants and Reopen Restaurants, this amount covers the costs of Grand Opening in a Box.

^{9/} Real estate costs depend on whether you owned the Franchised Location before signing the Franchise Agreement or instead purchase or lease your Franchised Location. A traditional Restaurant typically is located in an outdoor or enclosed mall or a strip shopping center and generally is from 1,200 to 1,600 square feet. Leasehold improvement costs, including floor covering, wall treatment, counters, ceilings, painting, window coverings, electrical, carpentry and similar work, and contractor’s fees, depend on the site’s condition, location, and size; the demand for the site among prospective lessees; the site’s previous use; the build-out required to conform the site for your Restaurant; and any construction or other allowances the landlord grants. If you lease your Franchised Location, the amount of rent depends on the market, Restaurant size, and common area expenses passed through to tenants. Rent for enclosed mall locations generally will be higher.

^{10/} This estimates the funds needed to cover your initial expenses for the first 3 months of operation. It includes payroll costs (but not any draw or salary for you), utilities, and miscellaneous supplies. However, this is only an estimate, and it is possible that you will need additional working capital during the first 3 months you operate your Restaurant and for a longer time period after that. This 3-month period is not intended, and should not be interpreted, to identify a point at which your Restaurant will break even. We cannot guarantee when or if your Restaurant will break even. Your costs will depend on your management skill, experience, and business acumen; local economic conditions; the

prevailing wage rate; competition; and your Restaurant's sales during the initial period. All of these expenses are paid to third parties.

- 11/ This amount does not include real estate costs. We have relied on our affiliates' and our principals' many collective years of experience in this business to compile these estimates. Because these figures are only estimates, it is possible both to reduce and to exceed costs in any of the areas listed above. Actual costs will vary depending on physical size and current condition of the premises. In addition, actual costs may substantially exceed these estimates in a major metropolitan market. To avoid excessive construction costs, we require that you pick contractors carefully by obtaining several competitive bids beforehand. These estimates do not include extensive exterior renovations. You should review all figures in this Item 7 carefully with a business advisor before you decide to purchase the franchise. Except as noted in Item 10, neither we nor our affiliates offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions. The estimate does not include any finance charge, interest, or debt service obligation.
- 12/ The Lease Review Fee of \$1,000 is only applicable to Site Specific Reopen Restaurants.
- 13/ Prior to reopening a Restaurant, you are required to have a site inspection to determine the necessary upgrades and repair work needed to the existing Restaurant.
- 14/ You must purchase from a designated supplier the QUIZNOS point-of-sale system. However, we have a small inventory of point-of-sale system parts that we may, but are not obligated to, sell to you. If we offer to sell, and you agree to purchase, such point-of-sale system parts, we estimate the cost of such parts to be approximately \$850. (See Item 5)
- 15/ For a Traditional Restaurant, we have periodically waived the Lease Review Fee under certain circumstances, for instance if you currently operate a Restaurant. We may do so again in the future under circumstances we deem appropriate, but we are not obligated in any way to waive the Lease Review Fee.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You are required to use only approved and/or designated manufacturers, vendors, distributors, suppliers, and producers (collectively defined as "vendors") (which may be us or our affiliates) and are required to enroll in certain mandatory service programs, as described below. You must purchase all goods and services required for the operation of the Restaurant from such approved and/or designated vendors (which may be only one vendor for any given good or service) under terms, in the manner, and from the source designated by us or any of our affiliates. If we or any of our affiliates designates such goods and services are to be purchased through approved and/or designated third party distributors, then you must purchase such goods

and services from such distributors pursuant to the terms and in the manner approved by us and our affiliates. Except as noted in this Item, we and our affiliates currently are not approved vendors of any item, although our affiliates may become approved vendors at any time in the future and may even be the designated or sole vendor of one or more items, in which case you would have to buy the items from our affiliates at their then current prices.

If you desire to purchase equipment, products, services, supplies, or materials from vendors other than those previously approved, you first must submit a written request to change the supplier. Presently, AFD reviews these requests on our behalf (depending on the type of supplier), and AFD will notify you in writing of its approval or rejection of the proposed vendor within a reasonable time after completing its investigation. AFD may withhold approval of the vendor for any reason. In order to make its decision, AFD may require that samples of a proposed new product first be delivered for testing. Permission for inspection will be a condition of the continued approval of any vendor. You will pay a charge not to exceed the actual cost of the test. We and our affiliates reserve the right periodically to inspect the facilities and products of any approved vendor and to revoke approval upon the vendor's failure to continue to meet any of the then current QUIZNOS criteria. If an exclusive vendor already has been designated for the equipment, products, services, supplies, or materials proposed to be offered by a new vendor, your request for a new vendor likely will be rejected without further review or investigation.

Lease Review. TQSC II or another designated supplier reviews (and typically negotiates for our benefit) your lease. The Lease Review Fee (see Item 5) pays the cost for the lease review and (if applicable) negotiations we conduct for our purposes. The lease review and certification are solely for our benefit, are designed to satisfy us that the proposed lease complies with minimum QUIZNOS requirements, and are based on the assumption that the lease has not previously been reviewed by counsel. It is important that you review the lease closely and understand all of the terms and conditions before signing it. We may provide you with a list of attorneys who understand our lease requirements. You should have your own attorney review the lease on your behalf before signing it. During fiscal year ended December 31, 2010, we received \$11,500 from Franchisees in Lease Review Fees which represents less than 1% of our total revenue of \$95,730,000.

Lease Assistance Program. We may require you to participate in our Lease Assistance Program, in which our affiliate, Restaurant Realty, will assume the master lease for the Restaurant and then enter into a Sublease with you. If Restaurant Realty subleases the lease to you, the Sublease will incorporate the rental rate (plus any additional fees) and other terms contained in the master lease. If you are a legal entity, your owners must personally guarantee your performance under the Sublease and, if required by the master lease landlord, the master lease. Your default under the Franchise Agreement will also be a default under the Sublease, and a default under the Sublease will be a default under your Franchise Agreement. (See Item 17) It is our decision whether you are eligible to participate in the Lease Assistance Program.

Site Inspection. Prior to reopening a Restaurant, you are required to have a site inspection to determine the necessary upgrades and repair work needed to the existing Restaurant. The inspection must be performed by a supplier designated by us. Furthermore, any construction cost related to upgrading the Restaurant will need to be performed by this supplier or another one designated by us.

Architectural and Construction Services. You must use architectural services from a firm we designate. To avoid excessive construction costs, we require that you pick contractors carefully by obtaining several competitive bids beforehand. Neither we nor our affiliates receive any compensation from approved contractors. Our internal construction department may provide assistance and guidance to you during the construction process, but we do not retain your contractor and do not act as your general contractor. Neither we nor our affiliates will provide construction services directly to you or eliminate your need to employ construction contractors.

Equipment and Fixtures. You must follow all QUIZNOS standards and specifications for construction, design, and remodeling of your Restaurant premises, food products, packaging, advertising materials, supplies, ingredients, equipment, computerized cash register, fixtures, furnishings, computer, and other items used in operating your Restaurant. You must purchase or lease (as designated) these items only from suppliers or other sources approved and/or designated for the QUIZNOS System. We and our affiliates may designate a single approved supplier for certain items and our affiliates may be an approved or the designated supplier for certain items. If there is no approved or designated supplier for a particular item, you must obtain all products and services from suppliers who meet QUIZNOS specifications and standards as to quality, composition, appearance, and service and adequately demonstrate their capacity to supply your needs in the quantities, at the times, and with the reliability required for an efficient operation. AFD has the right (delegated from us) to choose the suppliers (which may be AFD) to the QUIZNOS System. AFD will pay license fees directly to us for product designation rights and for the right to use the QUIZNOS IP.

You must purchase and/or lease certain restaurant equipment and building materials for your Restaurant and the point-of-sale system, credit card processing terminals and computers, from suppliers designated by us. QUIZNOS standards and specifications will be formulated and modified based on our affiliates' and Franchisees' experience in operating Restaurants. The QUIZNOS Operations Manual or other communications may identify QUIZNOS standards and specifications and names of approved or designated suppliers. AFD, one of our affiliates, or another affiliate we designate, will lease to you at no cost certain beverage dispensing equipment, including fountain equipment for carbonated beverages. You must sign the Equipment Lease Agreement (Exhibit M). You may use this equipment only while operating your Restaurant. Although you do not pay rent for such equipment, you are responsible for maintenance, including repair and replacement of such equipment and you must return the equipment to our affiliate when the Franchise Agreement expires or is terminated.

Restaurant Products and Supplies. You must purchase all products, services, supplies and materials required for operation of your Restaurant from vendors approved by us. Our affiliates received revenue from the sale of equipment, products, services, supplies and materials for the operation of Franchisees' QUIZNOS Restaurants during fiscal year 2010.

Bookkeeping. As described in Item 6, except with respect to certain Non-Traditional Restaurants approved by us, during your operation of your Restaurant, you must use our designated vendor to provide all bookkeeping services for your Restaurant. Our affiliates received revenue from the participation of franchisees in required bookkeeping services programs in fiscal year 2010.

Payroll. During your operation of a Traditional Restaurant, you must use our designated vendor to provide all payroll services for your Restaurant. Our affiliates received revenue from the participation of franchisees in required payroll services programs in fiscal year 2010.

Credit Card and Gift Card Services Provider. You must use our designated vendor to provide all credit card and gift card services for your Restaurant.

Facilities Services. You must use our designated vendor of certain facilities services (for example, mats, mops, towels, pest control, and security services). Our affiliates received revenue from the participation of franchisees in required facilities services programs in fiscal year 2010.

Music Services. In order to standardize and enhance the customers' experience in QUIZNOS Restaurants, we require that franchisees subscribe to music services provided by a designated supplier. The fee for music services is payable to us or our affiliates. Our affiliates received revenue from the participation of franchisees in required music services programs in fiscal year 2010.

Delivery Website. In order to standardize delivery services and enhance the customers' experience in the delivery process, we require franchisees that are offering delivery services to subscribe to a delivery website provided by a designated supplier. The fee for delivery website services is payable to us or our affiliates.

Insurance. You are required throughout the term of the Franchise Agreement to maintain certain minimum amounts and types of insurance coverage as we specify in the Operations Manual periodically. Currently, we require that, at a minimum, you must maintain the following types and minimum amounts of insurance coverage, described in greater detail in the Operations Manual: commercial general liability — bodily injury and property damage (\$1 million per occurrence), including products/completed operations (\$2 million general aggregate); automobile liability — any owned, hired and non-owned vehicles (\$1 million per accident, which is a separate limit from the general liability limit) that includes delivery operations (if you are offering delivery services); workers compensation — in compliance with state and local laws; and property insurance in amounts that protect your business personal property, fixtures, improvements and betterments, and business interruption. The minimum coverages we specify are for our benefit and are not intended to be relied upon by you as a recommendation as to the types of coverages and coverage limits which are or might be appropriate for your particular business. Additional coverages and limits might be appropriate based, for example, on the location of your Restaurant, and we recommend that you consult your insurance advisor regarding such additional coverages. If you fail to purchase this insurance, our affiliates may obtain insurance for you, and you must reimburse them for its cost. All liability insurance policies must name us and any affiliates that we designate as additional insureds and give all of us at least 30 days' prior written notice of termination, material amendment, or cancellation. You also must provide certificates of insurance evidencing your insurance coverage in compliance with these minimums no later than 10 days before your Restaurant opens and each year when your policies renew. If you participate in our Lease Assistance Program, then we will require you to use our approved insurance broker. TQSC II received revenue from the participation of franchisees in preferred insurance carriers in fiscal year 2010.

Marketing. All marketing and promotion of your Restaurant must conform to QUIZNOS standards and specifications. You must submit (through the mail or electronic mail, return receipt requested) for prior approval samples of all advertising and promotional materials that you want to use that we or our affiliates have not prepared or previously approved. Any proposed uses not previously approved by us or our affiliates must be submitted to us or our affiliates at least 10 days prior to use.

As noted above, our affiliates receive revenue directly from sales to franchisees of required products or services. In addition, we and our affiliates have the right to receive payments from unaffiliated suppliers on account of their actual or prospective dealings with you and other Franchisees and to use the amounts received without restriction (unless we or our affiliates agree otherwise with the supplier) for any purpose we or our affiliates deem appropriate. Our affiliates negotiate purchase arrangements with suppliers for the benefit of the QUIZNOS System, which often include volume discounts. Some suppliers pay fees to us and/or our affiliates for products purchased through these negotiated agreements, and willingness to pay us and/or our affiliates fees may be a condition for approving a supplier. For beverage products, these fees generally range from \$5.41 to \$5.78 per gallon or \$0.84 to \$4.62 per case. For food products, these fees are usually based on an amount per case or per pound of product ordered and generally range from less than \$1 to \$4 per case or per pound. For equipment these fees generally range from 4% to 43% of the purchase price. For cleaning supplies, these fees generally range from \$1.53 to \$11.31 per item. For bookkeeping and payroll service suppliers, these fees generally range from 0% to 40.5%. For payroll, our affiliate also receives a fee ranging from \$1.33 to \$3.35 per transaction depending on the type of service performed. We also receive a fee ranging approximately from \$0.01 to \$0.38 per transaction from our credit card processing vendor. Revenues received from suppliers are used, in part, to fund an in-house construction department primarily responsible for overseeing all aspects of designing and constructing Franchisees' Restaurants and facilitating openings in as short a period and as cost-effectively as possible. However, we may use this revenue in any manner we choose. Following is a list of our affiliates and the revenue received from sales to Franchisees and from approved suppliers based on Franchisee purchases based on internally prepared unaudited financial statements of each affiliate:

AFD: For fiscal year ended December 31, 2010, AFD recognized revenue of \$288,518,491 from the sale of food products, equipment and supplies to franchisees. AFD recognized rebates from approved suppliers totaling \$21,416,482. AFD contributed \$28,875,000 to the National Marketing Fund and \$1,552,283 to Franchisees under its franchisee rebate programs. (Note: revenue numbers represent gross revenue before cost of goods and operating expenses and do not represent profits or net income to our affiliate.)

TQSC II: For fiscal year ended December 31, 2010, TQSC II recognized revenue from approved suppliers in the amount of \$362,929. TQSC II also received an upfront payment of \$800,000 from an approved supplier of Restaurant inspections.

Restaurant Realty: For fiscal year ended December 31, 2010, Restaurant Realty recognized revenue for lease review fees in the amount of \$197,685 and lease indemnification fees in the amount of \$20,394.

Currently, our affiliates are the only suppliers for lease review (for our benefit) and virtually all proprietary and branded items. We may designate a third party to provide some or all of these services and/or product, on our behalf. Our affiliates also currently derive revenue from approved suppliers of bookkeeping services, payroll services, facilities services, music services and insurance carriers.

We do not provide any material benefits (including, for example, renewal or granting additional franchises) to a Franchisee based on the Franchisee's purchase of particular products or services or use of designated or approved suppliers. We estimate that the cost of your purchases from designated or approved suppliers, or according to QUIZNOS standards and specifications, will range from 80% to 100% of the total cost of establishing, and approximately 35% to 45% of the total cost of operating, your Restaurant. These estimates are the same for Franchisees operating under any Special Product program. There currently are no purchasing or distribution cooperatives within the QUIZNOS System. Certain of our officers have ownership interests in AFD, our affiliate and supplier of certain products to our Franchisees.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligation	Section in Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Sections 3.1, 3.2, 6.1, 6.2, and 6.3 of Franchise Agreement; Section 2 of Non-Traditional Addendum; Site Specific Addendum; Section 2 of Cooler Addendum; Section 2 of Cart Addendum; Sections 2, 3, 6, 7 and 8 of Mobile Trailer Addendum; Section 5 Site Specific Reopen Addendum; Section 5 Non-Site Specific Reopen Addendum	5, 7, 8, and 11
(b) Pre-opening purchases/leases	Sections 6.1 through 6.8 of Franchise Agreement; Sections 5 of Non-Traditional Addendum; and Equipment Lease Agreement	7, 8, and 10
(c) Site development and other pre-opening requirements	Sections 6.1 through 6.8 of Franchise Agreement; Sections 6 through 10 of Mobile Trailer Addendum	7, 8, 11, and 12
(d) Initial and ongoing training	Sections 7.1 and 7.2 of Franchise Agreement; Section 3 Site Specific Reopen Addendum; Section 2 Non-Site Specific Reopen Addendum	11

Obligation	Section in Agreement	Disclosure Document Item
(e) Opening	Section 6.8 of Franchise Agreement	11
(f) Fees	Sections 4.1, 5.1, 5.2, 5.3, 6.2, 10.1(d), 11.1(k), 12.2, 12.3, 12.4, 12.5, 13.5, 15.1, 15.4, 16.2, 17.3, 18.4, 18.5, 18.9, 19.3, 20.4, 21.3, and 23.6 of Franchise Agreement; Section 8 of Non-Traditional Addendum; Section 5 of Mobile Trailer Addendum; Section 3 Site Specific Reopen Addendum; Section 2 Non-Site Specific Reopen Addendum	5, 6, 7, 10 and 11
(g) Compliance with standards and policies/Operations Manual	Sections 2.2, 8.1, 8.2, 11.1, 12.1, 13.1, 13.3, 13.4, and 13.5 of Franchise Agreement and Sections 7 and 9 of Non-Traditional Addendum	8 and 11
(h) Trademarks and proprietary information	Sections 14.1 through 14.5, 20.5, and 20.6 of Franchise Agreement and Section 20 of Non-Traditional Addendum	13 and 14
(i) Restrictions on products/services offered	Sections 3.3, 3.4, 11.1, 13.3 and 15.1 of Franchise Agreement; Sections 9 and 10 of Non-Traditional Addendum; Section 2 of Cart Addendum; Section 2 of Cooler Addendum; Section 12 of Mobile Trailer Addendum	8, 11, and 16
(j) Warranty and customer service requirements	Not applicable	
(k) Territorial development and sales quotas	Not applicable	
(l) On-going product/service purchases	Sections 6.6, 11.1, 13.3, 13.4, and 13.5 of Franchise Agreement and Section 9 of Non-Traditional Addendum	8
(m) Maintenance, appearance and remodeling requirements	Sections 11.1 and 17.2 of Franchise Agreement; Section 3 Site Specific Reopen Addendum; Section 2 Non-Site Specific Reopen Addendum	11
(n) Insurance	Sections 11.1(k) and (l) of Franchise Agreement	6, 7, and 8
(o) Advertising	Sections 12.1 through 12.6 of Franchise Agreement; Section 8 of Non-Traditional Addendum; Section 11 of Cart Addendum; Section 18 of Cooler Addendum; Section 13 and 14 of Mobile Trailer Addendum	6, 7, and 11
(p) Indemnification	Section 19.3 of Franchise Agreement	6
(q) Owner's participation/management/staffing	Sections 7.1, 7.2, and 11.1(c) of Franchise Agreement	11 and 15
(r) Records and reports	Sections 5.3, 11.1(h), 12.4, 15.1, 15.2, 15.3, 15.4, and 18.5 of Franchise Agreement and Section 10 of Non-Traditional Addendum	11

Obligation	Section in Agreement	Disclosure Document Item
(s) Inspections and audits	Sections 13.2 and 15.4 of Franchise Agreement	6
(t) Transfer	Section 16.1 through 16.6 of Franchise Agreement; Consent to Transfer	17
(u) Renewal	Sections 17.2 and 17.3 of Franchise Agreement; Section 13 of Non-Traditional Addendum; Section 15 of Cart Addendum; Section 24 of Cooler Addendum; Section 16 of Mobile Trailer Addendum	17
(v) Post-termination obligations	Sections 18.6, 18.7, 18.9, 20.3 and 21.3 of Franchise Agreement; Sections 15 and 18 of the Non-Traditional Addendum	17
(w) Non-competition covenants	Sections 20.1 through 20.4 of Franchise Agreement Sections 16 and 18 of Non-Traditional Addendum; Sections 18, 19 and 20 of Cart Addendum; Sections 30 and 31 of Cooler Addendum; Section 18 of Mobile Trailer Addendum	17
(x) Dispute resolution	Section 21 of Franchise Agreement	17
(y) Other (Security Interest)	Section 22 of Franchise Agreement	17

ITEM 10

FINANCING

Equipment Lease

Under the Equipment Lease Agreement, one of our affiliates will lease to you certain beverage dispensing equipment at no lease cost. (See Item 8) You may use this equipment only while operating your Restaurant. You are responsible for maintenance, repair and replacement costs and you must return the equipment to our affiliate when the Franchise Agreement expires or is terminated.

Sublease

We may require you to participate in our Lease Assistance Program in which our affiliate, Restaurant Realty will sign the lease (the “**Master Lease**”) for a QUIZNOS Restaurant with the Restaurant’s landlord and enter into a Sublease with you. (See Item 8)

Under the Sublease, which you sign with Restaurant Realty, you will pay rent directly to the landlord under the Master Lease. The rent is the same rent specified in the Master Lease (including taxes, assessments, common area charges, utility charges, insurance premiums and any other related charges). However, you must also pay the Lease Indemnification Fee (see Item

6) when you pay your Royalties. All overdue amounts bear interest at 7% per annum and are subject to a late fee equal to the greater of the late fee specified in the Master Lease or \$100. (Sublease Agreement – Section 3)

The Master Lease’s default provisions are incorporated into the Sublease. A default under the Master Lease is a default under the Sublease. Failure to comply with any term of the Sublease and to cure that default within 10 days is also a Sublease default. In addition, your default under the Franchise Agreement or any other contract with us is a default under the Sublease, and a Sublease default is a default under those other agreements as well. In other words, there are “cross-defaults” in all of these documents. (Sublease Agreement – Section 12)

You must pay Restaurant Realty a security deposit typically equal to 2 months’ base rent. Upon your request, Restaurant Realty will refund any amount of the security deposit which exceeds the amount of security deposit held by the landlord within 30 days after the 5 year anniversary of the Sublease if you have complied with all lease and franchise obligations. However, if you default, Restaurant Realty may apply the security deposit to its damages. (Sublease Agreement – Section 15)

You must grant Restaurant Realty a security interest in all assets related to, located at, or used in connection with your Restaurant.

Under the Sublease, you waive your jury trial rights, your right to assert counterclaims or defenses in any eviction proceeding, and other rights. (Sublease Agreement – Section 19(c)) If you are a legal entity, your owners must personally guarantee your performance under the Sublease. You must indemnify Restaurant Realty from all claims arising from your occupancy of the site, including attorneys’ fees and costs. Restaurant Realty is not liable for the master landlord’s performance under the Master Lease. (Sublease Agreement – Section 19(j)) Restaurant Realty has not sold or assigned leases in the past and has no present intention of doing so. Except as disclosed above, Restaurant Realty receives no payments under the Sublease.

If a landlord requires you to enter into the lease for the site and for Restaurant Realty to guarantee your obligations under such lease, Restaurant Realty may agree to such guarantee. However, Restaurant Realty will typically only guarantee up to 6 month’s of rent payments due under the lease.

Acquisition Financing

Our affiliate, Quizmark LLC, currently provides financing to franchisees who purchase all of the equipment, leasehold improvements and architectural services from us (or one of our affiliates) or a third party for the purposes of (i) developing a new Traditional Restaurant, (ii) reopening a Traditional Restaurant that previously closed or (iii) buying a Traditional Restaurant from an existing franchisee for the purposes of transferring the franchise (“**Acquisition Financing**”). Under Acquisition Financing, Quizmark LLC will directly pay a franchisee’s vendors for franchisee’s purchase of certain permitted equipment, leasehold improvements, and architectural services up to the financed amount. Franchisee’s vendors may include third party vendors, as well as us (or one of our affiliates) if franchisee is developing a new Traditional

Restaurant and we (or one of our affiliates) purchases equipment, leasehold improvements or architectural services on the franchisee’s behalf. (See Item 5) Acquisition Financing is provided only if we determine that the franchisee satisfies our then-current criteria for Acquisition Financing. Not all existing or new franchisees will meet such criteria, and Quizmark LLC has no obligation to provide Acquisition Financing. Quizmark LLC may cease offering Acquisition Financing at any time.

If Quizmark LLC provides you Acquisition Financing, you must sign a promissory note attached as Exhibit V (the “**Acquisition Promissory Note**”). The terms of the Acquisition Promissory Note are provided in the following table:

SUMMARY OF ACQUISITION PROMISSORY NOTE^{10,11,12}								
Processing Fee	Amount Financed	Term	Interest Rate	Weekly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
\$500 ¹	Varies ²	Varies ³	Varies, but not to exceed 15% ⁴	Weekly payment (varies) with Balloon Payment upon maturity ⁵	None ⁶	Personal Guarantee and UCC-1 for all assets related to Restaurant ⁷	Loss of franchise ⁸	None ⁹

^{1/} You must pay a \$500 non-refundable processing fee when you submit your application for processing.

^{2/} The amount of Acquisition Financing varies. If you are developing a new Traditional Restaurant, Quizmark LLC may provide you with Acquisition Financing in an amount that is typically not less than \$12,500 and not more than \$125,000. However, if you currently operate a QUIZNOS Restaurant, Quizmark LLC may provide you with Acquisition Financing in an amount that is typically not less than \$12,500 and not more than \$150,000. If you are reopening a Traditional Restaurant that previously closed or buying a Traditional Restaurant from an existing franchisee for the purpose of transferring the franchise, Quizmark LLC may provide you with Acquisition Financing in an amount that is typically not less than \$12,500 and not more than \$57,500. If the cost of the equipment or leasehold improvements purchased by you exceeds the amount financed, you are required to use your own funds to pay for the excess amount.

^{3/} The term of the Acquisition Promissory Note varies, but will be no more than 155 weeks. (See Note 5 below)

^{4/} The annual rate of interest varies depending on when the note is issued and whether you are developing a new Traditional Restaurant or reopening a Traditional Restaurant that previously closed or buying a Traditional Restaurant from an existing franchisee for the purpose of transferring the franchise. As of the date of this Disclosure Document, for Acquisition Financing issued in connection with (i) the development of a new Traditional Restaurant, Quizmark LLC charges an interest rate of 12.5%, but in limited circumstances Quizmark LLC may reduce the interest rate to 8.5% for Franchisees that currently operate a QUIZNOS Restaurant, and (ii) the reopening of a Traditional Restaurant that previously closed or buying a Traditional Restaurant from an existing franchisee for the purpose of transferring the franchise, Quizmark LLC charges an interest rate of 15%. These interest rates may change in the future but will not exceed 15% per annum.

^{5/} The amount of the weekly payments depends on the amount financed and the interest rate charged by us. Weekly payments are calculated based upon a 7 year amortization schedule. Payments are made in arrears. A typical Acquisition Promissory Note will provide for 155 weekly payments. Weekly payments begin on the earlier of (i) the date that is 60 days after the date the Promissory Note is signed, provided a disbursement has been made under the Promissory Note or (ii) the first Tuesday following the date the Restaurant opens to the public. Your bank account will be debited weekly for amounts due, just the same as Royalties and Marketing and Promotion Fees are collected (See Item 6). On the maturity date provided for by the promissory note, you must pay all outstanding balance together with accrued interest in one lump sum.

^{6/} You may prepay the entire outstanding balance of the Acquisition Financing at any time without penalty. However, you must pay a \$65.00 termination fee on the earliest of (i) the date on which you pay in full the outstanding balance together with accrued interest, (ii) the date on which the outstanding balance together with accrued interest has been accelerated according to the terms of the Promissory Note and (iii) the maturity date.

^{7/} Quizmark LLC requires (i) a personal guarantee of the note by all of your owners if you are an entity and (ii) a security interest and mortgage in all of your right, title and interest in, to and under all assets related to, located at or used in connection with your Quiznos Restaurant (including all furniture, fixtures, equipment, signage, inventory and real property). Additionally, under the Franchise Agreement, you must grant us a security interest in all of your assets. Quizmark LLC (or its agent, including any third party servicing agent) will file a UCC-1 financing statement to record its security interest.

^{8/} If you do not pay on time or cancel Quizmark LLC's right to initiate automatic debit payments from your bank account, Quizmark LLC can call the loan and demand immediate payment of the full outstanding balance and court costs and attorney's fees if a collection action is necessary. We also have the right to terminate your franchise if you do not make your payments on time. The entire balance due, plus any accrued interest, becomes immediately due and payable on the first to occur of the following: (i) your or your guarantor's failure to pay any amount when due under the note; (ii) your or your guarantor's default in performing any other obligation under the note or under any other agreement entered into between you or your guarantor and us (or our affiliate), including the Franchise Agreement; (iii) death or judicial declaration of incompetency of you or your guarantor, if an individual; (iv) the filing by or

against you or your guarantor of a petition under the United States bankruptcy code or under any other insolvency law or laws providing for the relief of debtors, including a petition for the reorganization, agreement or extension; (v) the making of an assignment of a substantial portion of your or your guarantor's assets by you or your guarantor, as applicable, for the benefit of creditors, appointment of a receiver or trustee for you or your guarantor or for any of your or your guarantor's assets, institution by or against you or your guarantor of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of you or your guarantor, your or your guarantor's cessation of active business affairs or the making by you or your guarantor of a transfer of a material portion of your or your guarantor's assets or inventory not in the ordinary course of business; (vi) any misrepresentation of a material fact in connection with the note by you or your guarantor, or on your or your guarantor's behalf; (vii) your or your guarantor's default under a lease or agreement providing financial accommodation with a third party; or (viii) Quizmark LLC in good faith deems itself insecure as a result of a material adverse change in your or your guarantor's financial condition or otherwise. You must pay any amounts due under the Promissory Note even if you fail to open the Restaurant in accordance with the terms of your Franchise Agreement.

^{9/} The note requires any guarantors to waive notice, confess judgment, and waive a defense against us, and you may lose your defenses against us and others in a collection action on a note that is sold or discounted.

^{10/} The terms of the note may be waived only by written instrument signed by Quizmark LLC. You must pay a fee of \$35.00 for each requested amendment to the terms of the note. You and your guarantor submit to the non-exclusive jurisdiction of the state and federal courts of the city and county of Denver, Colorado for the purposes of all legal proceedings arising out of or relating to the note or the transactions contemplated by the note. The note will be governed by and construed in accordance with the laws of the State of Colorado without regard to such state's conflict of laws principles.

^{11/} The Acquisition Promissory Note will be serviced by Landmark Financial Corporation, us or one of our affiliates.

^{12/} During the term of the note, you must (a) use our approved credit card payment processor and gift card processor for all credit card and gift card transactions for the Restaurant; (b) use our approved accounting and bookkeeping services; (c) purchase all food (including produce) used for the Restaurant from our approved suppliers and not from any other supplier; (d) poll the Restaurant's sales in accordance with our standards; (e) participate in all required operational programs (including Approved Product Quick Checks and the Market Champion Program); (f) use our approved payroll service provider and credit card and gift card processors; (g) provide financial statements (which may include, but not be limited to, balance sheet, income statement and cash flow statement) as we may periodically require; and (h) purchase any required insurance from an approved insurance provider. The obligations provided for in the preceding sentence are also obligations under your Franchise Agreement and failure to comply with these obligations during or after the term of the Promissory Note will be a default under the Franchise Agreement.

Mobile Trailer Financing

Our affiliate, Quizmark LLC, currently provides financing to existing franchisees for development of a new QUIZNOS Mobile Trailer (“**Mobile Trailer Financing**”). Only existing franchisees may be eligible for Mobile Trailer Financing. Quizmark LLC will loan you up to 75% of the capital (excluding working capital) necessary to begin operation of a QUIZNOS Mobile Trailer (including the initial franchise fee), but in no event more than \$57,500. Mobile Trailer Financing is provided only if we determine that the franchisee satisfies our then-current criteria for Mobile Trailer Financing. Not all existing franchisees will meet such criteria, and Quizmark LLC has no obligation to provide Mobile Trailer Financing. Quizmark LLC may cease offering Mobile Trailer Financing at any time.

If Quizmark LLC provides you Mobile Trailer Financing, you must sign a promissory note attached as Exhibit V (the “**Mobile Trailer Promissory Note**”). The terms of the Mobile Trailer Promissory Note are provided in the following table:

SUMMARY OF MOBILE TRAILER PROMISSORY NOTE ^{10,11,12}								
Processing Fee	Amount Financed	Term	Interest Rate	Weekly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Right on Default
\$500 ¹	75% of total cost ²	Varies ³	Annual interest rate of 15% ⁴	Weekly payment (varies) with Balloon Payment upon maturity ⁵	None ⁶	Personal Guarantee and UCC-1 for all assets related to QUIZNOS Mobile Trailer ⁷	Loss of franchise ⁸	None ⁹

^{1/} You must pay a \$500 non-refundable processing fee when you submit your application for financing.

^{2/} The amount financed may vary depending on the total cost to develop your QUIZNOS Mobile Trailer. Quizmark LLC will finance up to 75% of the total cost, but the maximum amount Quizmark LLC will finance is \$57,500.

^{3/} The term of the Mobile Trailer Promissory Note varies, but will be no more than 155 weeks. (See Note 5 below)

^{4/} The annual rate of interest varies depending on when the note is issued. As of the date of this disclosure document, Quizmark LLC charged an interest rate of 15%.

^{5/} The amount of the weekly payments depends on the amount financed and the interest rate charged by us. Weekly payments are calculated based upon a 7 year amortization schedule. Payments are made in arrears. A typical Mobile Trailer Promissory Note will provide for 155 weekly payments. Weekly payments will begin no later than 2 months after delivery of the Mobile Trailer to you. Your bank account will be debited weekly for amounts due, just the same as Royalties and Marketing and Promotion Fees are collected (See Item 6). On the maturity date provided for by the promissory note, you must pay all outstanding balance together with accrued interest in one lump sum.

^{6/} You may prepay the entire outstanding balance of the Mobile Trailer Financing at any time without penalty. However, you must pay a \$65.00 termination fee on the earliest of (i) the date on which you pay in full the outstanding balance together with accrued interest, (ii) the date on which the outstanding balance together with accrued interest has been accelerated according to the terms of the Promissory Note and (iii) the maturity date.

^{7/} Quizmark LLC requires (i) a personal guarantee of the note by all of your owners if you are an entity and (ii) a security interest in all of your right, title and interest in, to and under all assets related to, located at or used in connection with your QUIZNOS Mobile Trailer (including all equipment, signage, and inventory). Additionally, under the Franchise Agreement, you must grant us a security interest in all of your assets. Quizmark LLC (or its agent, including any third party servicing agent) will file a UCC-1 financing statement to record its security interest.

^{8/} If you do not pay on time or cancel Quizmark LLC's right to initiate automatic debit payments from your bank account, Quizmark LLC can call the loan and demand immediate payment of the full outstanding balance and court costs and attorney's fees if a collection action is necessary. We also have the right to terminate your franchise if you do not make your payments on time. The entire balance due, plus any accrued interest, becomes immediately due and payable on the first to occur of the following: (i) your or your guarantor's failure to pay any amount when due under the note; (ii) your or your guarantor's default in performing any other obligation under the note or under any other agreement entered into between you or your guarantor and us (or our affiliate), including the Franchise Agreement; (iii) death or judicial declaration of incompetency of you or your guarantor, if an individual; (iv) the filing by or against you or your guarantor of a petition under the United States bankruptcy code or under any other insolvency law or laws providing for the relief of debtors, including a petition for the reorganization, agreement or extension; (v) the making of an assignment of a substantial portion of your or your guarantor's assets by you or your guarantor, as applicable, for the benefit of creditors, appointment of a receiver or trustee for you or your guarantor or for any of your or your guarantor's assets, institution by or against you or your guarantor of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of you or your guarantor, your or your guarantor's cessation of active business affairs or the making by you or your guarantor of a transfer of a material portion of your or your guarantor's assets or inventory not in the ordinary course of business; (vi) any misrepresentation of a material fact in connection with the note by you or your guarantor, or on your or your guarantor's behalf; (vii) your or your guarantor's default under a lease or agreement providing financial accommodation with a third party; or (viii) Quizmark LLC in good faith deems itself insecure as a result of a material adverse change in your or your guarantor's financial condition or otherwise.

^{9/} The note requires any guarantors to waive notice, confess judgment, and waive a defense against us, and you may lose your defenses against us and others in a collection action on a note that is sold or discounted.

^{10/} The terms of the note may be waived only by written instrument signed by Quizmark LLC. You must pay a fee of \$35.00 for each requested amendment to the terms of the note. You and your guarantor submit to the non-exclusive jurisdiction of the state and federal courts of the city and county of Denver, Colorado for the purposes of all legal proceedings arising out of or relating to the note or the transactions contemplated by the note. The note will be governed by and construed in accordance with the laws of the State of Colorado without regard to such state's conflict of laws principles.

^{11/} The Mobile Trailer Promissory Note will be serviced by either us or one of our affiliates.

^{12/} During the term of the note, you must (a) use our approved credit card payment processor and gift card processor for all credit card and gift card transactions for the Restaurant; (b) use our approved accounting and bookkeeping services; (c) purchase all food (including produce) used for the Restaurant from our approved suppliers and not from any other supplier; (d) poll the Restaurant's sales in accordance with our standards; (e) participate in all required operational programs (including AFD Quick Checks and the Honesty Hotline); (f) use our approved payroll service provider and credit card and gift card processors; (g) provide financial statements (which may include, but not be limited to, balance sheet, income statement and cash flow statement) as we may periodically require; and (h) obtain any required insurance from an approved insurance provider. At our request, you agree to use accounting and bookkeeping services approved by us to provide such statements and all further financial statements that may be required. The obligations provided for in the preceding sentences are also obligations under your Franchise Agreement and failure to comply with these obligations during or after the term of the Promissory Note will be a default under the Franchise Agreement.

SBA Financing

Except as described above, neither we nor our affiliates offer, either directly or indirectly, any financing arrangements or guarantee your note, lease, or other obligations. Our Franchisees are generally eligible for expedited and streamlined Small Business Administration loan processing through the SBA's Franchise Registry Program (www.franchiseregistry.com).

Debt Allowance

You agree in the Franchise Agreement that you will not, without our prior written consent, borrow more than the maximum allowed debt we prescribe for you. Currently, the maximum amount of debt we allow a Franchisee to service ranges from 0% to 70% of the estimated total initial investment amount, although we may consider higher limits in certain metropolitan markets in which construction costs are generally higher. We will establish your maximum allowed debt based upon your financial condition, the estimated initial investment necessary to open your particular Restaurant, and the location of your Restaurant. If you are purchasing a Restaurant from an existing franchisee, we will also consider the Restaurant's

historical financial performance. We periodically may change this amount for you and other Franchisees (that is, the amount may differ from Franchisee to Franchisee because of each Franchisee's particular circumstances). We impose this requirement because excess debt and debt service will adversely affect your Restaurant's operational results.

Third Parties Assignees

We or our affiliates occasionally might sell notes receivable from Area Directors or Franchisees to third parties, in which case the Area Directors and Franchisees make payment directly to the third-party lender. We reserve the right to transfer or assign notes, contracts, or other instruments to third parties in the future. In such case, you will make payments directly to the third party lender.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance. Before you open a Restaurant, an Area Director, a Small Market Area Director, a Middle Market Area Director, TQSC II, a Territory Developer, or another authorized representative (which may be another affiliate of ours) will perform for you the services listed below.

1. Give you specifications for the Restaurant's site if you do not have an approved location when you sign the Franchise Agreement. Approval of any proposed site is based on information you submit in a form sufficient for us to assess the location. While we may provide you with certain third-party demographic information regarding the market area around your proposed site, you are responsible for compiling the information necessary for us to evaluate your site (Section 9.1(a), Franchise Agreement). TQSC II (or another representative) also will provide certain lease review, lease negotiation, and lease assistance services, the terms of which are fully disclosed in Items 5, 8, and 10 above and referenced again later in this Item 11. (Sections 6.1 and 6.2, Franchise Agreement)

2. Give you advice regarding the required build-out, interior design, layout, floor plan, signs, design, color, and decoration of the Restaurant's premises. You must use our designated architectural services firm, which may be an affiliate of ours. (Section 9.1(b), Franchise Agreement)

3. Give you advice regarding QUIZNOS standards and specifications for the equipment, supplies, and materials used in, and the menu items offered for sale by, your Restaurant and the selection of suppliers. (Section 9.1(c), Franchise Agreement)

4. Train you and the person designated by you to assume primary responsibility for managing the Restaurant (the "**Designated Manager**") in a Regional Training Restaurant (defined below) located nearest you or at another specified location. (Sections 7.1 and 9.1(e), Franchise Agreement)

5. Loan you, or make available on-line, one copy of an Operations Manual (and appropriate updates and revisions), covering the Restaurant's operating and marketing techniques. (Sections 8 and 9.1(g), Franchise Agreement)

6. Provide opening assistance to assist you in opening your Restaurant. (Section 9.1(f), Franchise Agreement)

7. Guide you in implementing advertising and marketing programs, operating and sales procedures, and bookkeeping and accounting programs. (Section 9.1(d), Franchise Agreement)

Continuing Assistance. During the operation of your Restaurant, an Area Director, TQSC II, or another authorized representative (which may be another affiliate of ours) will perform for you the services listed below.

1. If you request, provide telephone consultation regarding the continued operation and management of your Restaurant and advice regarding Restaurant services, product quality control, menu items, customer relations, and similar matters. (Section 10.1(a), Franchise Agreement)

2. Give you access to advertising and promotional materials developed for the QUIZNOS System, the cost of which may be passed on to you. (Section 10.1(b), Franchise Agreement)

3. Provide you, as deemed necessary, on-going updates of information and programs regarding menu items and their preparation, the Restaurant business, and related Licensed Methods, including information about special or new services, products or methods of operation developed for the QUIZNOS System and made available to Franchisees. (Section 10.1(c), Franchise Agreement)

4. Train replacement or additional Designated Managers during the franchise term. You might have to pay a tuition or fee for training, payable in advance, equal to then current rates. (See Item 6) You must pay all travel and living expenses for your personnel during the training program. The availability of the training programs depends on space considerations and prior commitments to other QUIZNOS Franchisees. (Sections 7.2 and 10.1(d), Franchise Agreement)

5. Provide guidance and consultation to you and your payroll and bookkeeping service providers, as we deem appropriate, with respect to compliance with QUIZNOS standards and specifications for the provision of those services. (Section 15.1, Franchise Agreement) (See Items 6 and 8)

As noted earlier, TQSC II is responsible for pre-opening and post-opening services to our Franchisees on our behalf under a Servicing Agreement in exchange for certain servicing fees. However, as your franchisor, we are contractually responsible for making sure that these services are performed as required under the Franchise Agreement and are accountable to you if they are not properly performed.

Marketing and Promotion. You must pay a Marketing and Promotion Fee of 1% of your weekly Gross Sales (see Item 6), which is deposited in a bank, commercial account, or savings account (“**Marketing Fund**”). Affiliate-owned Restaurants may not pay into the Marketing Fund on an equal percentage basis with all franchised Restaurants. Certain Restaurants may not contribute to the Marketing Fund or may contribute on a different percentage basis. Annual unaudited financial statements are available 120 days after the end of the Marketing Fund’s fiscal year.

One or more of our affiliates administer and control the Marketing Fund, which is used to create, produce, and place advertising, in-store signs, in-store promotions, and commercial advertising; to pay agency costs and commissions; to create and produce video, audio, and written advertisements; to administer multi-regional advertising programs, including direct mail and other media advertising; to employ advertising agencies and in-house staff assistance; and to support public relations, market research, and other advertising and marketing activities. The advertising may be disseminated in print, television, radio, or other interactive media. The coverage has been local, regional and national. The Marketing Fund will not be used for direct solicitation of Franchisees.

Our affiliates may be reimbursed from the Marketing Fund for administrative costs, salaries, and overhead expenses related to administering the Marketing Fund and its marketing programs, including conducting market research, preparing material, and collecting and accounting for Marketing Fund contributions. In any fiscal year, the Marketing Fund may spend more or less than the aggregate contribution of all QUIZNOS Restaurants to the Marketing Fund in that year. QUIZNOS affiliates have, periodically and in our discretion, made additional investments into the Marketing Fund to supplement the efforts of that fund. We may, but are not obligated to, follow this practice in the future. In fiscal year ended December 31, 2010, our affiliates contributed \$29,282,820 to the Marketing Fund. The Marketing Fund may also borrow from QUIZNOS affiliates (at commercially reasonable rates) or third party lenders to cover deficits or invest any surplus for future use. Any amounts that remain in the Marketing Fund at the end of each year accrue and are applied toward the next year’s expenses. The Marketing Fund is not our or any affiliate’s asset. The Marketing Fund is to maximize recognition of the Marks and patronage of Restaurants. Although our affiliates will try to use the Marketing Fund to develop advertising and marketing materials and programs and to place advertising and marketing that will benefit all Franchisees, they need not ensure that Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to Marketing Fund contributions by Restaurants operating in that geographic area or that any Franchisee benefits directly or in proportion to its Marketing Fund contribution from the development of advertising and marketing materials or the placement of advertising. We and our affiliates have the right to deposit into the Marketing Fund any advertising, marketing, or similar allowances paid by suppliers. (See Item 8) We and our affiliates also have the right to allocate any portion of the Marketing Fund to a Regional Advertising (defined below) program. We and our affiliates assume no other direct or indirect liability or obligation to you for collecting amounts due to or maintaining, directing, or administering, any advertising account.

Our affiliates may use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund’s expense. Our affiliates also may forgive,

waive, settle, and compromise all claims by or against the Marketing Fund. Our affiliates may at any time defer or reduce a Franchisee's contributions and, upon 30 days' prior written notice to you, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If the Marketing Fund is terminated, our affiliates will distribute all unspent monies to the contributors in proportion to their respective Marketing Fund contributions during the preceding 12-month period.

You may create your own advertising and promotion materials; however, all your advertising and promotion must be in approved media and formats, be conducted in a dignified manner, and conform to QUIZNOS standards and requirements. You may not use any advertising or promotional plans or materials until you receive our written approval.

You must participate in any promotion campaigns and advertising and other programs periodically established or approved for QUIZNOS Restaurants, whether on a national, regional or local basis. In some instances, while participation is mandatory, we may allow you to participate at different price points (subject to our right to establish maximum pricing).

Grand Opening. You must conduct a grand opening advertising and promotion program for your Restaurant when and in the manner specified (depending on your particular circumstances). You must spend a minimum of \$5,500 on the grand opening program for traditional Restaurants by purchasing Grand Opening in a Box and \$3,000 for QUIZNOS Carts and Convenience Restaurants. There is no minimum grand opening advertising requirement for QUIZNOS Coolers or QUIZNOS Mobile Trailers.

Local Advertising and Regional Advertising Programs. Under the Franchise Agreement, we may require you to spend 3% of the total amount of Gross Sales each calendar quarter for local advertising ("Local Advertising Fee"). We may increase the amount of the Local Advertising Fee to 4% if we create a regional advertising program for the benefit of Restaurants in a particular region ("**Regional Advertising**"). (See discussion below regarding 4 Regional Advertising programs formed for the QUIZNOS System) We have the right to collect all or part of the Local Advertising Fee for the Marketing Fund or the Regional Advertising program. We currently exercise our right to collect all of the Local Advertising Fee and contribute the fee to the Regional Advertising. We currently collect 3% of Gross Sales for contribution to the Regional Advertising.

We and our affiliates may determine the composition of all geographical territories and market areas for Regional Advertising and promotion campaigns and require that you participate in the Regional Advertising programs as and when established. We and our affiliates may at any time, upon 30 days' prior written notice to you, suspend a Regional Advertising program for 1 or more periods of any length and terminate (and, if terminated, reinstate) the Regional Advertising program.

Regional Advertising programs currently exist in the following 4 regions:

ATLANTIC	CENTRAL	PACIFIC	PUERTO RICO
ALABAMA, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, OHIO, PENNSYLVANIA, RHODE ISLAND, SOUTH CAROLINA, TENNESSEE, VERMONT, VIRGINIA, WEST VIRGINIA, WASHINGTON DC	ARKANSAS, ILLINOIS, INDIANA, IOWA, KANSAS, LOUISIANA, MINNESOTA, MISSISSIPPI, MISSOURI, NEBRASKA, NORTH DAKOTA, OKLAHOMA, SOUTH DAKOTA, TEXAS, WISCONSIN	ALASKA, ARIZONA, CALIFORNIA, COLORADO, HAWAII, IDAHO, MONTANA, NEVADA, NEW MEXICO, OREGON, UTAH, WASHINGTON, WYOMING	PUERTO RICO

Our affiliates administer these Regional Advertising programs directly. The state in which your Restaurant opens will determine the region in which you will participate. Our affiliates currently collect and designate all of the Local Advertising Fee for these 4 Regional Advertising programs. Our affiliate-owned Restaurants pay into the Regional Advertising programs on an equal percentage basis with franchised Restaurants. The fees designated to the Regional Advertising programs may be used to pay regional, multi-regional, or national marketing expenses, as these Regional Advertising programs may establish and administer, and/or participate in, regional, multi-regional, and/or national advertising programs benefiting Restaurants in the region. Annual unaudited financial statements are available for review 120 days after the end of the programs' fiscal year. We and our affiliates do not directly solicit Franchisees through Regional Advertising programs, although consumer advertising might passingly reference the availability of franchises. Participation in the Regional Advertising programs requires franchisees to comply with maximum pricing policies and to accept coupons.

Our affiliates may be reimbursed from the Regional Advertising programs for administrative costs, salaries, and overhead expenses related to administering the Regional Advertising programs and their marketing programs. In any fiscal year, any or all of the Regional Advertising programs may spend more or less than the aggregate contribution of all QUIZNOS Restaurants in the region or regions in that year. Our affiliates may, periodically and in our discretion, make additional investments into the Regional Advertising programs to supplement the efforts of those programs. The Regional Advertising programs may also borrow from our affiliates (at commercially reasonable rates) or third party lenders to cover deficits or invest any surplus for future use. Any amounts that remain in the Regional Advertising programs at the end of each year accrue and are applied toward the next year's expenses. The Regional Advertising program funds are not our or any affiliate's asset. Although our affiliates will try to use each Regional Advertising program to develop advertising and marketing materials and programs and to place advertising and marketing that will benefit all Franchisees in that region, they need not ensure that the expenditures in or affecting any geographic area are proportionate or equivalent to Regional Advertising program contributions by Restaurants operating in that region, or that any Franchisee benefits directly or in proportion to its Regional Advertising program contribution from the development of advertising and marketing materials

or the placement of advertising. We and our affiliates have the right to deposit into the Regional Advertising programs any advertising, marketing, or similar allowances paid by suppliers. (See Item 8) We and our affiliates assume no other direct or indirect liability or obligation to you for collecting amounts due to, or maintaining, directing, or administering, any advertising account.

In-house personnel and outside ad agencies create advertising and promotions for the Marketing Fund and Regional Advertising programs. During the fiscal year ending December 31, 2010, the Marketing Fund, and the Regional Advertising programs spent 13.74% of their total expenses on production of marketing materials (including television and radio, research, shipping, and direct marketing promotions), 81.68% for media placement and other forms of direct advertising, and 4.58% for administrative expenses.

Local Advertising Cooperative. We may develop a Local Advertising Cooperative program to permit QUIZNOS Restaurants in a geographic region to establish a local advertising cooperative (“Local Advertising Cooperative”) in accordance with the policies prescribed by us. If we implement such a program, formation of a Local Advertising Cooperative will be at the option of the franchisees of QUIZNOS Restaurants in the geographic area. However, each cooperative will be organized and operate under the form of document we designate. All advertising, marketing or promotional plans or materials created by the cooperative must have our written approval before use.

Advertising Council. In accordance with the terms of the nationwide class action settlement agreement (see Item 3), we are in the process of establishing an advertising advisory council (the “**Advertising Council**”) that will advise us with respect to advertising and marketing matters. The Advertising Council will not have any consent, approval or other rights over our decisions. The Advertising Council will consist of 7 franchise-owner members, one from each of the following regions: Northeast, Mid-Atlantic, Southeast, Central, Mid-West, Northwest and Southwest. Initial members of the Advertising Council were elected through a nomination and election process held in early 2011. The results of the Advertising Council elections were announced on or about February 25, 2011 and all of the initial Advertising Council members have been notified of their election to the Advertising Council. The next steps in establishing the Advertising Council are for the initial members of the Advertising Council to, among other things, create bylaws for the Advertising Council. Such bylaws must establish election procedures for all future elections. The Advertising Council may be changed pursuant to its governing documents. We and the Advertising Council may agree to terminate the Advertising Council at any time.

Computer Hardware and Software/Cash Register Systems. You must obtain point-of-sale work stations or cash registers for taking customer orders, recording sales, and running local reports. You must use a point-of-sale system or cash register designated in the Operations Manual or elsewhere. You also must use the designated music system and credit card processing system. You currently must purchase or lease from a designated supplier the QUIZNOS point-of-sale and back office management system. However, we have a small inventory of point-of-sale system parts that we may, but are under no obligation to, sell to you. We and our affiliates reserve the right to update specifications periodically. You must purchase a personal computer that is Microsoft compatible utilizing a currently supported Microsoft operating system with Microsoft internet browser and a letter quality printer to print reports generated by your personal

computer. The personal computer must have in-store access to a high speed internet connection (where available). You must also purchase a compact disk interactive player and TV/VCR unit used for training. We estimate the cost of your computer hardware, software, POS System and related equipment will be approximately \$6,000 to \$10,050. In addition, you must pay a servicing fee ranging between \$99 and \$120 per month to our designated supplier for use of the Quiznos point-of-sale and back office management system. We and our affiliates may require you to use other specific software programs. All hardware components are the proprietary property of their manufacturers, who need not provide ongoing maintenance, repairs, upgrades, or updates unless you pay for them. Their charges vary. We and our affiliates will have independent access to the sales information and data produced by your POS or computer system. We and our affiliates may also electronically poll your POS System and download information contained in the POS System. There are no contractual limitations on our and our affiliates' right to access this information and data. You have a contractual obligation to update hardware components and software to meet then current QUIZNOS standards and specifications and to address technological developments or events.

Operations Manuals. Exhibit G to this Disclosure Document is the table of contents of the QUIZNOS Operations Manual. The total number of pages in the Operations Manual is 473.

Site Selection Assistance. While we may provide certain assistance in finding a site for you, it is your responsibility to locate suitable premises for your Restaurant. We make no guaranty or assurance that any particular site or area in which you have expressed an interest prior to signing your Franchise Agreement will be available, and your obligations under the Franchise Agreement are not conditioned upon securing any particular site or a site in a particular area.

If we present you with a site that meets QUIZNOS criteria and you refuse to secure the site for any reason, (including because you do not agree with lease provisions we negotiate on your behalf as described below), we may present the site to another Franchisee. The site we present you may be a site that is currently being operated as a QUIZNOS Restaurant by a franchisee or by our affiliate.

We, either directly or through our affiliate, will make the final determination to approve or reject any site which you propose to us. That determination may be based on various criteria and procedures which may change periodically in our discretion. We will typically make our determination within 7 days of our receipt of all materials we require for site approval. If you propose a site and we determine that it does not meet our criteria, it will be rejected, and you will be required to propose an alternative site. It is your responsibility to find a site that meets our criteria.

In some instances, we will have preliminarily approved a specific location for your Restaurant before you have signed the Franchise Agreement. If we have preliminarily approved a site, we will sign the Site Specific Addendum at the time you sign the Franchise Agreement.

Unless we approve otherwise, our affiliate or designated representatives will negotiate the terms of your lease, including review by our affiliate for the benefit of the QUIZNOS system to ensure that it meets minimum QUIZNOS requirements. It typically takes us 30 days to negotiate

a lease, but the timing of the lease negotiation process depends principally on the landlord and may take a significantly longer period of time. Our lease negotiations and review and approval of locations are for our sole benefit and the benefit of the Quizno's system. They are not intended to imply or guarantee the success or profitability of the Franchised Location. You understand that you are not relying on our lease negotiations or site approval for such purposes.

When a negotiated lease is presented to you, you will have the option of proceeding with or passing on the site. It is important that you understand that you have been advised to obtain the advice of your own professional advisors before you sign a lease. If you do not agree with the lease provisions that our affiliate or representative has negotiated, you need not move forward with the particular site, but you would then have to find another suitable site for the Franchised Location. If you reject a site because you do not agree with the lease provisions that our affiliate or representative has negotiated, we may permit another franchisee to enter into a lease for the site, whether on the terms rejected by you or on other terms, or to search for a site in your initially identified area. You will then have to search for another suitable site, which may be in that area or outside of that area. You must not, without our prior written consent, enter into any contract to purchase or lease the premises you intend to use as a Franchise Location. (See Items 6, 7, 8, and 10) Doing so may result in your being obligated on a lease for premises which we will not allow to be developed as a QUIZNOS Restaurant.

Generally, it may take from 8 to 18 months or longer to find an acceptable site and/or obtain an acceptable lease. If you do not find an acceptable site and/or have an acceptable lease so that you can open your Restaurant within 12 months after signing the Franchise Agreement, we may terminate the Franchise Agreement, unless we determine, in our sole discretion, that you are continuing to actively and diligently obtain a suitable location and/or lease. If we determine at the end of 12 months that you are continuing to actively and diligently obtain a suitable location and/or lease so that you can reasonably be expected to open your Restaurant within 24 months after signing the Franchise Agreement, we will not terminate the Franchise Agreement until the earlier of 24 months after signing the Franchise Agreement or such time as we determine, in our sole discretion, that you are no longer actively and diligently seeking to obtain a suitable location and/or lease.

Schedule For Opening. We estimate that the typical length of time between the date you sign the Franchise Agreement (and any applicable Addendum) and open a new Restaurant is 12 to 24 months. The length of time depends on your ability to locate a site, secure financing, and obtain a lease; the extent to which you must upgrade or remodel an existing location; the delivery schedule for equipment, inventory, and supplies; and completing training. If you are reopening a Restaurant, we estimate that you will begin operating a Reopen Restaurant within 90 days after signing the Franchise Agreement. You must open a new Restaurant (other than a QUIZNOS Cooler) within 12 months after you sign the Franchise Agreement unless at that time we determine, in our sole discretion, that you are continuing to actively and diligently obtain a suitable location and/or lease so that you can reasonably be expected to open your Restaurant within 24 months. In that case, we will not terminate the Franchise Agreement until the earlier of 24 months after signing your Franchise Agreement or such time as we determine, in our sole discretion, that you are no longer actively and diligently seeking a suitable location and/or lease. If you are reopening a Site Specific Reopen Restaurant, you must reopen it within 90 days after you sign the Site Specific Reopen Addendum and if you are re-opening a Non-Site Specific

Reopen Restaurant, you must open it within 120 days after the signing of the Franchise Agreement. We may terminate the Franchise Agreement (and any applicable Addendum) if you are not operating your Reopen Restaurant within the applicable time period specified in the preceding sentence.

Additional Training Information. After you sign the Franchise Agreement, you (or your managing owner) and your Designated Manager must attend and satisfactorily complete the initial QUIZNOS training program at such time or times designated by us. There is no charge for up to 3 individuals, although you must pay travel and living expenses, wages, and applicable test facility fees for all employees who attend the training session. Currently, initial training is conducted in a certified regional training Restaurant (“Regional Training Restaurant”) located nearest to you. We reserve the right to conduct initial training at our offices located in Denver, Colorado or any other location we designate.

Our required initial training is currently a 22-day program (plus homework and self-paced study) focusing on training in a Restaurant. The program includes on-the-job training, homework and activities and on-line coursework. In addition, you may also be required to complete the self-paced study and testing as a pre-requisite before you enter the QUIZNOS training program. The QUIZNOS training program and curriculum may change at any time. If you are a corporation, partnership, or limited liability company, you must have a managing owner who owns at least 25% of the entity’s ownership interests. We may require the managing owner and your Designated Manager, if known, to demonstrate that they can perform basic math and read, write and converse in the English language when you sign the Franchise Agreement. We may also require all other attendees to demonstrate that they can perform basic math and read, write and converse in the English language before they begin training. There may be additional training and testing that attendees must pass before beginning certain portions of training. Currently, we require all Franchisees to complete a manager food safety certification. ServSafe is the preferred vendor for this certification. These courses and tests may be administered at facilities operated by independent third parties or on-line. You must pay for the on-line course and exam, which we estimate will not be more than \$100. If a third party administers a course and test, you must pay any course and test fees charged by these third parties, which we estimate will not be more than \$150 per person per course and test, although fees may exceed that amount depending on the facility. You also will bear any other costs related to taking these courses and tests, including travel and lodging costs.

If you are an existing franchisee and sign a Mobile Trailer Addendum, you will not need to repeat the initial training. However, you will be required to attend training for the operation of a QUIZNOS Mobile Trailer. This training consists of on-site training and lasts for approximately 2 to 4 days. There is no charge for up to 3 individuals, although you must pay travel and living expenses, wages, and applicable test facility fees for all employees who attend the training session.

We may require you (or your managing owner) or your Designated Manager to attend, at your expense (although without a tuition charge), meetings, seminars, or conferences presented to discuss topics such as advertising programs, new operations methods, training, management, sales, or sales promotion. Attendance at periodic market meetings is mandatory. There are no limits on the number of meetings we may require you to attend each year.

Currently, the following initial training is provided:

TRAINING PROGRAM

Subject ^{1,2}	Hours of Classroom Training	Hours of On-the-Job Training ⁵	Location ³
Position or Hourly Task Training	N/A	30 Hours (and an additional 4 hours of homework)	Regional Training Restaurant or other location (see below)
Restaurant Operations ⁴	3 Hours	60 Hours (and an additional 12 hours of homework)	Regional Training Restaurant or other location (see below)
Business Management ⁴	10 Hours	50 Hours (and an additional 15 hours of homework)	Regional Training Restaurant or other location (see below)
Marketing	4 Hours	12 Hours (and an additional 3 hours of homework and 3 hours on-line)	Regional Training Restaurant or other location (see below)
ServSafe Manager Certification	N/A	10 Hours (on-line)	Regional Training Restaurant or other location (see below)
Human Resources	4 Hours	6 Hours (and an additional 4 hours of homework)	Regional Training Restaurant or other location (see below)

^{1/} Our Operations Manual, QUIZNOS Training Workbooks and Point-of-Sale Workbook will be used as the principal instructional materials.

^{2/} There may be additional training required for each special product that we periodically authorize (a “**Special Product**”), which will not exceed 11 days.

^{3/} As noted above, on-the-job training may be conducted at the Regional Training Restaurant closest to you (or the next closest Regional Training Restaurant to you if training courses are full at the closest Regional Training Restaurant at the time of your requested scheduled training).

^{4/} These topics are interwoven throughout the 22 days of on-the-job training, classroom, homework and on-line coursework; actual hours depend on location of training, class size, etc.

^{5/} In addition to on-the-job training, you are required to complete the required Quiznos on-line training and homework in conjunction with training at the Regional Training Restaurant or other location.

Mark Rogers supervises all training and curriculum development for training. Mr. Rogers has over 12 years of experience with us and 25 years of operations and training experience. Other TQSC II employees and employees of certified regional training stores (who concentrate in the areas they will teach), and area directors will also train you.

ITEM 12

TERRITORY

You will not receive an exclusive or protected territory. You may face competition from other franchisees, from QUIZNOS Restaurants that we own or from other channels of distribution or competitive brands that we control. We and our affiliates may establish other franchised and company-owned units anywhere we want that compete with you, regardless of proximity to your Restaurant. Under the Franchise Agreement, you must operate your Restaurant at a specific location identified in the Franchise Agreement (the “**Franchised Location**”). The Franchised Location will be a specific numbered street or mall address. You may be authorized to provide delivery services from the Restaurant or our products from a QUIZNOS Cooler in accordance with our standard operating procedures, but you may not provide such services or our products from a QUIZNOS Cooler until you have been certified by us to do so. You may not conduct business from any other site, including unapproved catering and delivery services. If the Franchised Location has not yet been identified when we and you sign the Franchise Agreement, you will look for an acceptable site after signing the Franchise Agreement. If a specific site has been preliminarily approved before you sign the Franchise Agreement, you will sign an addendum to your franchise agreement in the form attached as Exhibit P.

You will propose a location to us for approval. If a site you propose is not approved, you must propose a new site for our review. It is your responsibility to locate a site that meets our criteria. The site you propose for approval may be a site you present to us, or a site that has been presented to you by our authorized representatives. Our affiliate may approve or disapprove the proposed location according to the terms of the Franchise Agreement and then-current QUIZNOS site selection and approval criteria and procedures. Our affiliate may use various criteria and procedures to evaluate a location you propose, which may change periodically. There are no restrictions on us in any area, either before or after you select and we approve a location. There is no deadline by which you must locate a site. However, unless you obtain an extension from us, you must open the Restaurant within 12 months after you sign the Franchise Agreement.

Once you select and propose a site that we approve, it will be the Franchised Location. While you are required to continuously operate the Restaurant in accordance with the Licensed Methods and the Operations Manual, you are not required to achieve any minimum sales quota. You may not relocate the Restaurant without our written consent. You must submit all information we require for relocation approval. All franchisees in full compliance with the

Franchise Agreement may submit a request for relocation. You may advertise your Restaurant and solicit customers from any area and serve all customers who enter your Restaurant. We do not grant you any options or similar rights to acquire additional franchises in any area contiguous to your Restaurant.

We and our affiliates retain the right under the Franchise Agreement: (1) to use, and to license others to use, the Marks and Licensed Methods to operate QUIZNOS Restaurants at any location other than your Franchised Location; (2) to use the Marks and Licensed Methods with services and products, in promotional and marketing efforts or with related items, or in alternative channels of distribution, without regard to location; (3) to use and license the use of alternative proprietary marks or methods for the operation of restaurants or other businesses under names that are not the same as or confusingly similar to the Marks, which businesses may be the same as, or similar to, or different from QUIZNOS Restaurants; and (4) to engage in any other activities not expressly prohibited in the Franchise Agreement. We have no obligation to compensate you if we exercise any of these rights.

ITEM 13

TRADEMARKS

Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks to operate your Restaurant. Except as noted below, all of the primary Marks are registered on the Principal Register of the United States Patent and Trademark Office (USPTO):

Mark	Registration Number	Registration Date	Intl. Class
“CHOOSE 2”	3,681,380	September 8, 2009	43
“MMMM...TOASTY”	2,921,118	January 25, 2005	30
“MMMM...TOASTY”	2,892,389	October 12, 2004	43
“OVEN TOASTED TASTES BETTER”	2,540,306	February 19, 2002	30
“Q” stylized	3,615,802	May 5, 2009	29
“Q” stylized	3,615,804	May 5, 2009	30
“Q” stylized	2,722,381	June 3, 2003	30
“Q” stylized	2,945,298	April 26, 2005	35
“Q” stylized	3,279,229	August 14, 2007	39
“Q” stylized	2,714,443	May 6, 2003	42
“QUIZNO’S”	1,317,421	January 29, 1985	42
“QUIZNO’S & Design”	1,716,834	September 15, 1992	42
“QUIZNO’S SUBS OVEN BAKED CLASSICS and DESIGN”	2,228,680	March 2, 1999	42
“QUIZNOS”	3,615,799	May 5, 2009	29

Mark	Registration Number	Registration Date	Intl. Class
“QUIZNOS”	3,615,801	May 5, 2009	30
“QUIZNOS”	3,013,409	November 8, 2005	30
“QUIZNOS”	3,279,228	August 14, 2007	39
“QUIZNOS”	2,728,066	June 17, 2003	43
“QUIZNOS Delivery”	3,564,673	January 20, 2009	43
“QUIZNOS SUB”	3,616,010	May 5, 2009	30 & 43
“QUIZNOS SUB” (stylized with rights in the colors green and red claimed)	3,013,410	November 8, 2005	43
“QUIZNOS SUB” stylized	2,843,107	May 18, 2004	43
“TOASTY”	2,901,076	November 9, 2004	43
“TOASTY”	2,971,338	July 19, 2005	30
“TOASTY TORPEDOES”	3,745,305	February 2, 2010	30
“Q KIDZ”	3,898,869	January 4, 2011	43

As described in Item 1, QIP currently owns the Marks. TQM (or its predecessor) filed all required affidavits of use. No registration is due to be renewed (although all important Marks will be renewed when required).

Under the IP License Agreement between us and QIP, QIP licensed us the right to (a) use the Marks, (b) sublicense the Marks in granting new QUIZNOS Restaurant franchises to our Franchisees and granting new Area Director rights in the United States and Puerto Rico, (c) sublicense the Marks to our existing QUIZNOS Restaurant Franchisees and Area Directors in the United States and Puerto Rico, and (d) sublicense the Marks to AFD (as we have done under the Products License Agreement between us and AFD) for use in, among other things, manufacturing, distributing, buying, and reselling QUIZNOS branded food and other products for QUIZNOS Restaurants in the United States and Puerto Rico. The IP License Agreement between QIP and us has a term of 99 years from February 9, 2005. We must maintain minimum quality and usage standards for the Marks.

If we materially violate any of the terms of the IP License Agreement and do not cure that violation within 30 after notice of the breach or if we cease to be an affiliate of QIP, QIP may terminate the IP License Agreement, potentially resulting in our loss of the right to use and sublicense the Marks. If QIP elects not to prosecute an infringement, imitation, dilution, misappropriation or unauthorized use of the Marks which substantially affects our rights under the IP License Agreement, and we believe it is necessary to do so to protect our rights under the agreement, we have the right to institute any suit or take any action reasonably necessary to prosecute such claims. Under the terms of the Franchise Servicing Agreement with TQSC II, TQSC II performs, on our behalf, certain of our rights under the IP License Agreement and QIP has agreed to accept that performance and exercise of rights.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, nor are there any pending infringement, opposition, or cancellation proceedings or material litigation, involving the Marks. Except as provided above, no agreements limit our right to use or sublicense the use of the Marks.

You must follow our and our affiliates' rules when you use the Marks. The Marks are the only Marks you may use to identify your Restaurant. There might be additional requirements for use of the Marks if you participate in a Special Product program. You must identify yourself as the independent owner of the Restaurant as we require. You may not use any Mark as part of any corporate or trade name; with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to you); as part of any domain name or electronic address you maintain on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system or in any user name, screen name or profile in connection with any social networking websites (including LinkedIn®, twitter®, myspace.com®, facebook® or YouTube®), except in accordance with our guidelines provided for in the Operations Manual or otherwise in writing periodically; to advertise unauthorized services or products; or in any other manner not expressly authorized in writing.

You must modify or discontinue your use of a Mark, at your own expense, if we so require. We and our affiliates need not reimburse you for your direct expenses of changing the Restaurant's signs, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute mark.

You must immediately notify us of any apparent infringement or challenge to your use of any Mark and may not communicate with any person other than us and our affiliates, or our counsel, regarding this matter. You may not settle any claim without our and our affiliates' written consent. We and our affiliates may take the action we collectively deem appropriate and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising out of any infringement, challenge, or claim.

We and our affiliates are not contractually obligated to protect you against claims of infringement or unfair competition regarding your use of the Marks but might do so when, in the opinion of our legal counsel, your rights require protection. In that case, we and our affiliates pay all costs, including attorneys' fees and court costs, associated with any litigation required to defend or protect your authorized use of the Marks. We and our affiliates will not pay any of your attorneys' fees if you hire your own attorney. You must cooperate with us and our affiliates in any litigation.

We and our affiliates do not know of any infringing uses or superior prior rights that could materially affect your use of the Marks.

ITEM 14

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

No patents or pending patent applications are material to the franchise. The QUIZNOS Operations Manual, recipes, and related materials are considered proprietary and confidential, to be used only as described in the Franchise Agreement. We and our affiliates claim copyrights in the Operations Manual, advertising and marketing materials, and similar items used in operating the franchise. We and our affiliates have not registered these copyrights with the United States Registrar of Copyrights but need not do so to protect them. You may use these items only as specified while operating your franchise (and must stop using them if so directed). QIP has sublicensed to us the right to use certain confidential and proprietary materials and information (non-trademark QUIZNOS IP) and to sublicense them to our Franchisees. We describe this sublicense agreement in Item 13. Our right to use and sublicense non-trademark QUIZNOS IP comes from QIP under the IP Sublicense Agreement.

There currently are no effective determinations of the USPTO, the United States Copyright Office or any court regarding the copyrighted materials. Except for our current agreement with QIP, no agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses that could materially affect your using the copyrighted materials in any state. We and our affiliates need not protect or defend copyrights, although we intend to do so if in the System's best interests. We and our affiliates may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We and our affiliates need not participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright.

The Operations Manual and other materials contain QUIZNOS confidential information. This information includes site selection criteria; methods, formats, specifications, standards, systems, recipes, procedures, sales and marketing techniques, knowledge, and experience in developing and operating Restaurants; marketing and advertising programs for Restaurants; knowledge of specifications for and suppliers of certain equipment, products, materials, and supplies; and knowledge of the operating results and financial performance of Restaurants other than your Restaurant.

All ideas, concepts, techniques, or materials concerning a QUIZNOS Restaurant, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be QIP's sole and exclusive property, part of the QUIZNOS System, and works made-for-hire for QIP. To the extent any item does not qualify as a "work made-for-hire" for QIP, you assign ownership of and all related rights to that item to QIP and must sign whatever assignment or other documents QIP requests to show its ownership or to help QIP obtain intellectual property rights in the item.

You may not use confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others and use non-disclosure agreements with those having access.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Under the Franchise Agreement, you personally (or, if you are not an individual, your managing owner) or your Designated Manager must devote full time and best efforts to manage and operate your Restaurant, and you (or your managing owner) and your Designated Manager must successfully complete our mandatory initial training program and pass our basic skills test. Although we recommend it, you (or your managing owner) need not participate personally in the Restaurant's on-site operation. In that case, however, your Designated Manager must manage the Restaurant's daily operations on a full-time basis. (See Item 11) You must keep your Restaurant open during the business hours we designate.

If you are a corporation, limited liability company, or partnership, we do not require your Designated Manager to have an equity interest in you. However, your Designated Manager and all of your officers, directors, partners, shareholders, and members (and, if you are an individual, your spouse) must agree to be bound by the nondisclosure provisions of the Franchise Agreement.

We require each of your owners with a 25% or more interest in you to sign the Guaranty and Assumption of Franchisee's Obligations (which is attached to the Franchise Agreement) personally assuming and agreeing to perform all obligations of the Franchisee and to be bound by the terms of the Franchise Agreement and any Sublease between Franchisee and Restaurant Realty. Also, if any of such owners is married, their spouse may have to consent in writing to their signing of such guaranty. In addition, your landlord might require you to personally to guaranty the tenant's obligations under your lease.

We make no other recommendations and have no other requirements regarding employment or other written agreements between you and your employees.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell all of the products and provide all the services, and only those products and services, that we approve or specify for the Restaurant. You may not offer for sale any products or offer any services that we have not approved. (See Items 8 and 9) We have the right to change the types of authorized products and services periodically. There are no limits on our right to do so. We may prescribe maximum prices that you may charge customers for products and services offered and sold by your Restaurant.

You must obtain our prior written approval in order to provide delivery services. We impose no other restrictions on goods or services you offer or the customers to whom you may sell.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 17.1 of the Franchise Agreement; Section 12 of Non-Traditional Addendum; Section 14 of Cart Addendum; Section 23 of Cooler Addendum; Section 15 of the Mobile Trailer Addendum	15 years for Traditional Restaurants; 5 years for Non-Traditional Restaurants; 5 years for Carts; 3 years for Coolers; 5 years for Mobile Trailers
b. Renewal or extension of the term	Section 17.2 of the Franchise Agreement; Section 13 of Non-Traditional Addendum; Section 15 of Cart Addendum; Section 24 of Cooler Addendum; Section 16 of Mobile Trailer Addendum	Option to renew for additional 15 year term (5 year term for Non-Traditional Restaurants, Carts and Mobile Trailers and 3 year term for Coolers) if you meet requirements
c. Requirements for franchisee to renew or extend	Sections 17.2 and 17.3 of the Franchise Agreement	Written notice at least 180 days before expiration, sign then-current form of Franchise Agreement, be in compliance with Franchise Agreement, sign release (our current form of release language is included in the Renewal Addendum which is attached as <u>Exhibit L</u>), pay renewal fee, and renovate (if applicable) If you seek to renew your franchise at the expiration of the initial term or any renewal term, you will be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d. Termination by franchisee	Section 18.1 of the Franchise Agreement	Upon written notice if we materially fail to comply and fail to cure within 30 days after notice of default or such additional time reasonably needed to cure
e. Termination by franchisor without cause	Not applicable	We may not terminate Franchise Agreement without cause
f. Termination by franchisor with cause	Section 18.2 of the Franchise Agreement	We can terminate only if you commit any one of listed violations

Provision	Section in franchise or other agreement	Summary
g. “Cause” defined – curable defaults	Section 18.3 of the Franchise Agreement	72 hours for violations of health, safety, or sanitation laws; 5 days to discharge executions against property; 10 days for failure to pay amounts owed or for misuse of Marks; and 30 days for all other defaults
h. “Cause” defined – non-curable defaults	Section 18.2 of the Franchise Agreement; Section 14 of Non-Traditional Addendum; Section 16 of Cart Addendum; Section 27 of Cooler Addendum; Section 4 of Site Specific Reopen Addendum; Section 4 of Non-Site Specific Reopen Restaurant	Material misrepresentation or omission in application; unauthorized opening; abandonment; surrender of control; felony conviction; dishonest or unethical conduct; unauthorized assignment; improper assignment upon death or disability; loss of possession of Restaurant; unauthorized use of Confidential Information; assignment for benefit of creditors; bankruptcy; repeated violations; underreporting Gross Sales; failure to complete training or to open; termination of any other QUIZNOS franchise agreement under which you (or one of your owners with a 25% ownership interest in you) are the franchisee or a managing owner; uncured loan or equipment lease default; unsafe or unsanitary conditions at Restaurant; loss of right to operate Host Facility (Non-Traditional Restaurant); transactions contemplated by purchase agreement not approved by us (Site Specific Reopen Restaurant); or you are unable to secure Restaurant premises (Site Specific Reopen Restaurant).

Provision	Section in franchise or other agreement	Summary
i. Franchisee’s obligations on termination/nonrenewal	Sections 18.7, 18.9 and 21.3 of the Franchise Agreement	Cease operating franchised business, cease using confidential information and Marks, deliver property containing the Marks, cease operating or using any websites or other electronic mediums, including social networking websites, take any action that may be required to disable such websites or social networking website accounts, cancel or assign to us, in our sole discretion, all rights in and to any website accounts or domain names, cancel assumed or similar name registrations, assign lease or de-identify, pay outstanding amounts and damages, deliver manuals, assign phone numbers, and comply with covenants; we may assume (or appoint a third party to assume) Restaurant’s management
j. Assignment of contract by franchisor	Section 16.5 of the Franchise Agreement	No restriction on our right to assign
k. “Transfer” by franchisee – defined	Section 16.1 of the Franchise Agreement	Includes transfer of any interest in the Franchise Agreement, Restaurant assets, or you and an assignment of day-to-day operational responsibilities for Restaurant under an operating agreement or otherwise
l. Franchisor approval of transfer by franchisee	Section 16.3 of the Franchise Agreement	No transfer without our approval

Provision	Section in franchise or other agreement	Summary
m. Conditions for franchisor approval of transfer	Section 16.2 of the Franchise Agreement	Full compliance; transferee qualifies; all amounts due under Franchise Agreement (and other franchise agreements with us) are paid in full; all reports submitted; you have not breached any obligation under Franchise Agreement (and other franchise agreements with us) during 60 day period before you requested our consent to transfer or during period between your request and the effective date of the transfer; transferee signs our then current form of franchise agreement (which may differ materially); transferee and its owners and affiliates do not operate or have ownership interest in competitive business; lease transferred; subordination of amounts due to you and your owners from transferee; completion of training; transfer fee paid; transferee agrees to renovate, remodel, or replace Restaurant property within specified time to meet current image and operational standards; and execute and deliver other required documents (including release) (our current form of release language is included in the Consent to Transfer which is attached as <u>Exhibit K</u>)
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.4 of the Franchise Agreement	For 30 day period, we have right to match offer (We have no right of refusal to acquire your business if you operate a QUIZNOS Cooler.)
o. Franchisor's option to purchase franchisee's business	Section 18.6 of the Franchise Agreement; Section 15 of Non-Traditional Addendum; Section 17 of Cart Addendum; Section 28 of Cooler Addendum	30% of Gross Sales for previous 12 month period; may be modified for Non-Traditional Restaurants (including QUIZNOS Carts); does not include real property other than leasehold interest. (We have no option to purchase if you operate a QUIZNOS Cooler.)
p. Death or disability of franchisee	Section 16.6 of the Franchise Agreement	Franchise must be assigned to approved third party within 120 days (or longer if required by probate proceedings); there must at all times be a Designated Manager at the Restaurant

Provision	Section in franchise or other agreement	Summary
q. Non-competition covenants during the term of the franchise	Sections 20.1 and 20.2 of the Franchise Agreement; Sections 16 and 17 of Non-Traditional Addendum; Sections 18 and 19 of Cart Addendum; Section 30 of Cooler Addendum	No involvement in any competitive business wherever located or operating; no involvement in Branded Business within a ¼ mile radius of your Restaurant without our consent; may be modified for Non-Traditional Restaurants; no solicitation of our, an affiliate's, or another franchisee's employees Under the Franchise Agreement a "competitive business" means any business operating, or granting franchises or licenses to others to operate, a restaurant or other food service business deriving more than 10% of its gross receipts, excluding gross receipts relating to the sale of alcoholic beverages, from the sale of submarine, hoagie, hero-type, and/or other sandwiches (other than another Restaurant operated by you).
r. Non-competition covenants after the franchise is terminated or expires	Section 20.3 of the Franchise Agreement; Section 18 of Non-Traditional Addendum; Section 20 of Cart Addendum; Section 30 and 31 of Cooler Addendum; Section 18 of Mobile Trailer Addendum	No interest in competitive business for 2 years at former Franchised Location or within 5 miles of former Franchised Location or any other Restaurant (10 miles of the former Restaurant for Mobile Trailers); may be modified for Non-Traditional Restaurants; competitive business includes any Special Product if you participate in any Special Product program; you must pay liquidated damages equal to our then-current Initial Franchise Fee and 8% of your Gross Sales for violation of non-competition provisions
s. Modification of the agreement	Section 23.1 of the Franchise Agreement	No modifications generally, but Operations Manual subject to change
t. Integration/merger clause	Section 23.2 of the Franchise Agreement	Only terms of Franchise Agreement and exhibits are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 21 of the Franchise Agreement	No arbitration or mediation clause; all parties waive their rights to a jury trial
v. Choice of forum	Section 21.1 of the Franchise Agreement	Litigation in Denver, Colorado (subject to state law).

Provision	Section in franchise or other agreement	Summary
w. Choice of law	Section 21.1 of the Franchise Agreement	Except for federal law, Colorado law applies (unless prohibited by laws of state where Restaurant is located)
x. Security Interest	Section 22 of the Franchise Agreement; Section 21 of Non-Traditional Addendum; Section 23 of Cart Addendum; Section 33 of Cooler Addendum	We have a security interest in the Restaurant and all of its assets, on which we may foreclose if you breach the Franchise Agreement; we may waive our security interest for Non-Traditional Restaurants

This table lists certain important provisions of the Sublease. You should read these provisions in the agreement attached to this disclosure document.

Provision	Section in Sublease	Summary
a. Length of the franchise term	Section 2	Earlier of the termination of the Master Lease or Franchise Agreement
b. Renewal or extension of the term	Sections 2 and 9	You may request Restaurant Realty to renew the Master Lease; however, Restaurant Realty has no obligation to renew the Master Lease. If Restaurant Realty elects to renew the Master Lease at your request, the Sublease shall be extended for the same period as the Master Lease extension term
c. Requirements for franchisee to renew or extend	Sections 2 and 9	Written notice 90 days before renewal option to be exercised, Master Lease contains one or more renewal options, exercise of renewal option occurs before end of Sublease term, you are in compliance with Sublease and Franchise Agreement, and must have period under Franchise Agreement remaining for at least period of renewal option
d. Termination by franchisee	Not applicable	Not applicable
e. Termination by franchisor without cause	Not applicable	Not applicable
f. Termination by franchisor with cause	Section 12	Restaurant Realty may terminate only if you commit an event of default under the Master Lease, Sublease, Franchise Agreement or other related documents

Provision	Section in Sublease	Summary
g. “Cause” defined – curable defaults	Section 12	See terms of Master Lease, Franchise Agreement and other related documents; 10 days for failure to comply with any terms of Master Lease or Sublease (unless shorter period provided in Master Lease)
h. “Cause” defined – non-curable defaults	Section 12	See terms of Master Lease, Franchise Agreement and other related documents
i. Franchisee’s obligations on termination/nonrenewal	Section 8	Surrender the premises in good condition and remove signs, fixtures, furniture, equipment, and other personal property
j. Assignment of contract by franchisor	Section 14	No restriction on Restaurant Realty’s right to assign
k. “Transfer” by franchisee – defined	Not applicable	Not applicable
l. Franchisor approval of transfer by franchisee	Section 13	No transfer without Restaurant Realty’s consent
m. Conditions for franchisor approval of transfer	Section 13	Transferee is assignee of Franchise Agreement
n. Franchisor’s right of first refusal to acquire franchisee’s business	Not applicable	Not applicable
o. Franchisor’s option to purchase franchisee’s business	Not applicable	Not applicable
p. Death or disability of franchisee	Not applicable	Not applicable
q. Non-competition covenants during the term of the franchise	Not applicable	Not applicable
r. Non-competition covenants after the franchise is terminated or expires	Not applicable	Not applicable
s. Modification of the agreement	Not applicable	Not applicable
t. Integration/merger clause	Section 19(e)	Only terms of Sublease are binding (subject to state law)
u. Dispute resolution by arbitration or mediation	Not applicable	Not applicable
v. Choice of forum	Section 19(b)	You submit to personal jurisdiction in Courts of Denver, Colorado or the United States District Court for District of Colorado (subject to state law)

Provision	Section in Sublease	Summary
w. Choice of law	Section 19(b)	Law where subleased premises is located applies (subject to state law)

In addition to the provisions noted in the chart above, the Franchise Agreement contains a number of provisions that may affect your legal rights, including a waiver of a right to a jury trial, waiver of punitive damages or exemplary damages, and limitations on whether claims may be raised. (Franchise Agreement – Sections 21.2 and 21.4) We recommend that you carefully review all of these provisions, and the entire contract, with a lawyer.

Applicable state law might require additional disclosures related to the information contained in this Item 17. These additional disclosures, if any, appear in Exhibit I.

ITEM 18

PUBLIC FIGURES

We currently do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the Disclosure Document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

The following information addresses average per Restaurant sales (including discounts) during fiscal year 2010 for all QUIZNOS Restaurants operating as of December 31, 2010. We and our affiliates obtained the reported information from Franchisees to calculate the average gross sales (including discounts) for Franchisees. Neither we, nor our affiliates have undertaken an independent investigation to verify the amounts reported by Franchisees.

Total Number of Restaurants¹	Total Number of Restaurants open during the entire 12 month period (“Participating Restaurants”)²	Average Gross Sales for Participating Restaurants³	Percentage of Participating Restaurants that Met or Exceeded the Average⁴
2,834	2,288	\$349,161 ⁵	39.4%

Notes:

1. This number represents the total number of QUIZNOS Restaurants open in the United States (including non-traditional units) as of the end of fiscal year ended December 31, 2010. It includes 62 affiliate owned QUIZNOS Restaurants as of December 31, 2010. However, it excludes 1 QUIZNOS Restaurant that was terminated but not yet closed during fiscal year ended December 31, 2010.

2. This number represents the total number of Restaurants that had been open for business for the entire 12 month period during the most recent fiscal year under the same ownership. It does not include Restaurants that were transferred by a franchisee to another franchisee during the fiscal year.

3. This is the average gross sales (including discounts) for all Participating Restaurants for the fiscal year. Based on the average gross sales for Participating Restaurants in 2010, the average weekly gross sales for 2010 for Participating Restaurants is \$6,713.

4. This is the percentage of Participating Restaurants that had gross sales (including discounts) that met or exceeded the average gross sales (including discounts) for the fiscal year.

The products and services offered by each Restaurant, although essentially the same, may vary to some degree based on the individual Franchisee’s discretion. The sales volume attainable by each Restaurant depends on many factors, including geographic differences, competition within the immediate market area, the quality and service provided to customers by the Restaurant, as well as its own marketing and sales efforts.

YOUR ACTUAL FINANCIAL RESULTS ARE LIKELY TO DIFFER FROM THE FIGURES PRESENTED. THE AVERAGE GROSS SALES FIGURES PRESENTED ABOVE REPRESENT SALES BEFORE DEDUCTIONS FOR CONTINUING ADVERTISING AND ROYALTY FEES PAYABLE TO THE FRANCHISOR AND ALL OTHER OPERATING EXPENSES. SEE ITEMS 6 AND 7 OF THIS DISCLOSURE DOCUMENT FOR A PARTIAL LIST OF EXPENSES YOU WILL INCUR.

OTHER THAN THE PRECEDING FINANCIAL PERFORMANCE REPRESENTATION, WE DO NOT MAKE ANY REPRESENTATIONS ABOUT YOUR FUTURE FINANCIAL PERFORMANCE OR THE PAST FINANCIAL PERFORMANCE OF COMPANY-OWNED OR FRANCHISED RESTAURANTS. WE ALSO DO NOT AUTHORIZE OUR EMPLOYEES OR REPRESENTATIVES TO MAKE ANY SUCH REPRESENTATIONS EITHER ORALLY OR IN WRITING. IF YOU ARE PURCHASING AN EXISTING RESTAURANT, HOWEVER, WE MAY PROVIDE YOU WITH ACTUAL

RECORDS OF THAT RESTAURANT. IF YOU RECEIVE ANY OTHER FINANCIAL PERFORMANCE INFORMATION OR PROJECTIONS OF YOUR FUTURE INCOME, YOU SHOULD REPORT IT TO OUR MANAGEMENT BY CONTACTING QFA ROYALTIES LLC, 1001 17TH STREET, S175, DENVER, COLORADO 80202, (720) 359-3300, THE FEDERAL TRADE COMMISSION, AND THE APPROPRIATE STATE REGULATORY AGENCIES.

WRITTEN SUBSTANTIATION FOR THE FINANCIAL PERFORMANCE REPRESENTATIONS WILL BE MADE AVAILABLE TO YOU AT OUR OFFICES UPON REASONABLE REQUEST, PROVIDED IT DOES NOT REQUIRE THE DISCLOSURE OF THE IDENTITY OF ANY RESTAURANT OWNER.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

**FRANCHISED RESTAURANT
SYSTEMWIDE RESTAURANT SUMMARY FOR
YEARS 2008 to 2010¹**

Outlet Type	Year	Restaurants at the Start of the Year	Restaurants at the End of the Year	Net Change
Franchised	2008	4,633	4,378	-255
	2009	4,378	3,683	-695
	2010	3,683	2,772	-911
Company-Owned	2008	3	3	0
	2009	3	3	0
	2010	3	62 ²	+59
Total Outlets	2008	4,636	4,381	-255
	2009	4,381	3,686	-695
	2010	3,686	2,834	-852

1/ The numbers are as of December 31 for each year.

2/ As of the date of this Disclosure Document, there are 6 company-owned Restaurants.

TABLE NO. 2**FRANCHISED RESTAURANT
TRANSFERS OF RESTAURANTS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2008 to 2010¹**

State	Year	Number of Transfers
Alabama	2008	12
	2009	6
	2010	2
Alaska	2008	2
	2009	1
	2010	0
Arizona	2008	16
	2009	11
	2010	8
Arkansas	2008	4
	2009	4
	2010	6
California	2008	75
	2009	65
	2010	50
Colorado	2008	8
	2009	10
	2010	7
Connecticut	2008	5
	2009	10
	2010	2
Delaware	2008	6
	2009	1
	2010	1
District of Columbia	2008	0
	2009	1
	2010	1

State	Year	Number of Transfers
Florida	2008	34
	2009	35
	2010	20
Georgia	2008	13
	2009	14
	2010	14
Hawaii	2008	0
	2009	2
	2010	0
Idaho	2008	2
	2009	1
	2010	2
Illinois	2008	13
	2009	15
	2010	14
Indiana	2008	6
	2009	5
	2010	1
Iowa	2008	4
	2009	3
	2010	4
Kansas	2008	4
	2009	5
	2010	2
Kentucky	2008	6
	2009	2
	2010	7
Louisiana	2008	9
	2009	5
	2010	5
Maryland	2008	9
	2009	10
	2010	7

State	Year	Number of Transfers
Massachusetts	2008	6
	2009	1
	2010	4
Michigan	2008	15
	2009	14
	2010	8
Minnesota	2008	9
	2009	4
	2010	2
Mississippi	2008	4
	2009	2
	2010	3
Missouri	2008	6
	2009	16
	2010	4
Montana	2008	3
	2009	0
	2010	1
Nebraska	2008	3
	2009	0
	2010	1
Nevada	2008	10
	2009	4
	2010	2
New Hampshire	2008	4
	2009	0
	2010	2
New Jersey	2008	9
	2009	8
	2010	7
New Mexico	2008	5
	2009	3
	2010	2

State	Year	Number of Transfers
New York	2008	13
	2009	13
	2010	4
North Carolina	2008	23
	2009	19
	2010	14
North Dakota	2008	3
	2009	1
	2010	1
Ohio	2008	10
	2009	13
	2010	7
Oklahoma	2008	8
	2009	9
	2010	4
Oregon	2008	11
	2009	8
	2010	4
Pennsylvania	2008	13
	2009	8
	2010	8
Puerto Rico	2008	2
	2009	3
	2010	2
Rhode Island	2008	2
	2009	1
	2010	0
South Carolina	2008	5
	2009	9
	2010	4
South Dakota	2008	2
	2009	2
	2010	3

State	Year	Number of Transfers
Tennessee	2008	7
	2009	9
	2010	7
Texas	2008	49
	2009	43
	2010	33
Utah	2008	7
	2009	9
	2010	7
Vermont	2008	0
	2009	2
	2010	0
Virginia	2008	10
	2009	10
	2010	6
Washington	2008	17
	2009	18
	2010	9
West Virginia	2008	0
	2009	0
	2010	1
Wisconsin	2008	5
	2009	2
	2010	0
Total²	2008	489
	2009	437
	2010	303

1/ The numbers are as of December 31 of each year.

2/ These numbers include 87 franchised QUIZNOS Restaurants that previously closed, but subsequently reopened at the same location during fiscal year ended December 31, 2008, 155 franchised QUIZNOS Restaurants that previously closed, but subsequently reopened at the same location during fiscal year ended December 31, 2009, and 193 franchised QUIZNOS Restaurants that previously closed, but subsequently reopened at the same

location during fiscal year ended December 31, 2010. Franchisees who reopened these locations may have bought equipment located in the Restaurant from the former Franchisee or from us or our affiliate.

TABLE NO. 3

**FRANCHISED RESTAURANT
STATUS OF FRANCHISED RESTAURANTS
FOR YEARS 2008 to 2010¹**

State	Year	Restaurants at Start of Year	Restaurants Opened ⁶	Terminations ²	Non-Renewals	Reacquired by Franchisor ³	Ceased Operations-Other Reasons	Restaurants at End of Year ⁴
Alabama	2008	50	8	0	0	0	4	54
	2009	54	6	0	0	0	9	51
	2010	51	4	0	0	0	24	31
Alaska	2008	14	1	0	0	0	2	13
	2009	13	0	0	0	0	0	13
	2010	13	0	0	0	0	3	10
Arizona	2008	105	16	2	0	0	19	100
	2009	100	12	0	0	0	23	89
	2010	89	6	3	0	0	39	53
Arkansas	2008	33	4	0	0	0	2	35
	2009	35	4	0	0	0	2	37
	2010	37	5	0	0	0	7	35
California	2008	748	37	3	0	0	116	666
	2009	666	32	4	0	0	147	547
	2010	547	38	3	0	0	145	437
Colorado	2008	108	5	0	0	0	14	99
	2009	99	6	2	0	0	23	80
	2010	80	2	3	0	3	21	55
Connecticut	2008	38	3	0	0	0	9	32
	2009	32	8	0	0	0	11	29
	2010	29	1	1	0	0	14	15
Delaware	2008	13	4	0	0	0	4	13
	2009	13	1	0	0	0	4	10
	2010	10	1	0	0	0	2	9
District of Columbia	2008	19	1	0	0	0	0	20
	2009	20	1	0	0	0	0	21
	2010	21	1	0	0	0	4	18

State	Year	Restaurants at Start of Year	Restaurants Opened ⁶	Terminations ²	Non-Renewals	Reacquired by Franchisor ³	Ceased Operations-Other Reasons	Restaurants at End of Year ⁴
Florida	2008	347	44	3	0	0	73	315
	2009	315	23	6	0	0	86	246
	2010	246	24	14	0	0	93	163
Georgia	2008	146	18	0	0	0	27	137
	2009	137	13	1	0	0	32	117
	2010	117	14	2	0	0	40	89
Hawaii	2008	24	0	0	0	0	7	17
	2009	17	1	0	0	0	2	16
	2010	16	0	0	0	0	3	13
Idaho	2008	23	2	0	0	0	1	24
	2009	24	1	0	0	0	2	23
	2010	23	1	0	0	0	2	22
Illinois	2008	190	7	1	0	0	30	166
	2009	166	7	3	0	0	39	131
	2010	131	12	4	0	0	41	98
Indiana	2008	73	5	0	0	0	7	71
	2009	71	2	0	0	0	16	57
	2010	57	1	0	0	0	14	44
Iowa	2008	55	3	0	0	0	6	52
	2009	52	1	0	0	0	4	49
	2010	49	3	0	0	0	15	37
Kansas	2008	43	2	0	0	0	4	41
	2009	41	2	0	0	0	5	38
	2010	38	2	0	0	0	8	32
Kentucky	2008	47	5	0	0	0	9	43
	2009	43	3	1	0	0	11	34
	2010	34	6	0	0	0	13	27
Louisiana	2008	74	6	0	0	0	8	72
	2009	72	9	0	0	0	11	70
	2010	70	5	1	0	0	16	58
Maine	2008	10	1	0	0	0	2	9
	2009	9	1	0	0	0	3	7
	2010	7	0	0	0	0	2	5
Maryland	2008	104	6	1	0	0	5	104
	2009	104	6	0	0	0	11	99
	2010	99	2	0	0	0	16	85
Massachusetts	2008	55	4	0	0	0	14	45
	2009	45	1	1	0	0	4	41
	2010	41	3	0	0	0	18	26

State	Year	Restaurants at Start of Year	Restaurants Opened ⁶	Terminations ²	Non-Renewals	Reacquired by Franchisor ³	Ceased Operations-Other Reasons	Restaurants at End of Year ⁴
Michigan	2008	145	11	0	0	0	13	143
	2009	143	5	0	0	0	20	128
	2010	128	4	2	0	0	49	81
Minnesota	2008	65	0	0	0	0	6	59
	2009	59	1	0	0	0	12	48
	2010	48	3	1	0	0	17	33
Mississippi	2008	30	6	0	0	0	3	33
	2009	33	0	0	0	0	10	23
	2010	23	3	0	0	0	8	18
Missouri	2008	98	8	0	0	0	8	98
	2009	98	8	1	0	0	23	82
	2010	82	3	0	0	0	21	64
Montana	2008	12	1	0	0	0	0	13
	2009	13	3	0	0	0	1	15
	2010	15	2	0	0	0	5	12
Nebraska	2008	27	4	0	0	0	4	27
	2009	27	0	0	0	0	6	21
	2010	21	1	0	0	0	9	13
Nevada	2008	69	5	0	0	0	8	66
	2009	66	4	0	0	0	16	54
	2010	54	2	0	0	0	21	35
New Hampshire	2008	25	4	0	0	0	4	25
	2009	25	0	0	0	0	6	19
	2010	19	1	0	0	0	10	10
New Jersey	2008	88	7	0	0	0	13	82
	2009	82	6	0	0	0	27	61
	2010	61	7	0	0	0	25	43
New Mexico	2008	22	1	0	0	0	0	23
	2009	23	3	0	0	0	8	18
	2010	18	2	0	0	0	4	16
New York	2008	136	12	0	0	0	29	119
	2009	119	6	3	0	0	32	90
	2010	90	2	4	0	0	36	52
North Carolina	2008	142	12	1	0	0	12	141
	2009	141	13	0	0	0	29	125
	2010	125	13	0	0	0	45	93
North Dakota	2008	16	0	0	0	0	1	15
	2009	15	0	0	0	0	0	15
	2010	15	1	0	0	0	3	13

State	Year	Restaurants at Start of Year	Restaurants Opened ⁶	Terminations ²	Non-Renewals	Reacquired by Franchisor ³	Ceased Operations-Other Reasons	Restaurants at End of Year ⁴
Ohio	2008	152	4	0	0	0	13	143
	2009	143	10	0	0	0	48	105
	2010	105	3	0	0	0	41	67
Oklahoma	2008	50	5	0	0	0	4	51
	2009	51	4	0	0	0	6	49
	2010	49	2	0	0	0	16	35
Oregon	2008	89	3	0	0	0	5	87
	2009	87	3	0	0	0	13	77
	2010	77	2	0	0	0	15	64
Pennsylvania	2008	136	5	0	0	0	27	114
	2009	114	8	0	0	0	34	88
	2010	88	9	1	0	0	38	58
Puerto Rico	2008	36	5	0	0	0	2	39
	2009	39	3	0	0	0	8	34
	2010	34	2	0	0	0	7	29
Rhode Island	2008	8	3	0	0	0	2	9
	2009	9	1	0	0	0	5	5
	2010	5	0	0	0	0	0	5
South Carolina	2008	51	12	0	0	0	3	60
	2009	60	8	0	0	0	18	50
	2010	50	4	0	0	0	14	40
South Dakota	2008	13	0	0	0	0	1	12
	2009	12	2	0	0	0	3	11
	2010	11	1	0	0	0	2	10
Tennessee	2008	80	8	0	0	0	4	84
	2009	84	11	0	0	0	31	64
	2010	64	16	1	0	0	15	64
Texas	2008	377	37	0	0	0	37	377
	2009	377	20	4	0	0	72	321
	2010	321	29	4	1	0	89	256
Utah	2008	45	3	0	0	0	0	48
	2009	48	6	0	0	0	16	38
	2010	38	5	1	0	0	14	28
Vermont	2008	11	1	0	0	0	3	9
	2009	9	0	0	0	0	1	8
	2010	8	0	0	0	0	2	6
Virginia	2008	138	6	2	0	0	10	132
	2009	132	8	0	0	0	14	126
	2010	126	7	1	0	0	33	99

State	Year	Restaurants at Start of Year	Restaurants Opened ⁶	Terminations ²	Non-Renewals	Reacquired by Franchisor ³	Ceased Operations-Other Reasons	Restaurants at End of Year ⁴
Washington	2008	154	5	0	0	0	9	150
	2009	150	9	0	0	0	24	135
	2010	135	7	1	0	0	22	119
West Virginia	2008	16	0	0	0	0	2	14
	2009	14	2	0	0	0	6	10
	2010	10	1	0	0	0	3	8
Wisconsin	2008	75	3	0	0	0	9	69
	2009	69	1	0	0	0	20	50
	2010	50	2	0	0	0	19	33
Wyoming	2008	8	0	0	0	0	0	8
	2009	8	1	1	0	0	0	8
	2010	8	0	0	0	0	2	6
Totals	2008	4,633	353	13	0	0	595	4,378
	2009	4,378	286	27	0	0	954	3,683
	2010	3,683	265	47	1	3	1,125	2,772⁵

- 1/ The numbers are as of December 31 for each year.
- 2/ Only includes open and operating QUIZNOS Restaurants that were cancelled or terminated by our affiliates.
- 3/ Includes QUIZNOS Restaurants reacquired by our affiliates.
- 4/ As discussed in Item 1, we began granting franchises for QUIZNOS Restaurants as of March 28, 2008. All franchise agreements that were entered into prior to such date have been assigned to us. We are the franchisor for all QUIZNOS franchise agreements.
- 5/ During the period from January 1, 2011 through the date of this Disclosure Document, we sold 31 company-owned QUIZNOS Restaurants to Franchisees.
- 6/ These numbers include 87 franchised QUIZNOS Restaurants that previously closed, but subsequently reopened by a new Franchisee during fiscal year ended December 31, 2008, 155 franchised QUIZNOS Restaurants that previously closed, but subsequently reopened by a new Franchisee during fiscal year ended December 31, 2009, and 193 franchised QUIZNOS Restaurants that previously closed, but subsequently reopened by a new Franchisee during fiscal year ended December 31, 2010.

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS¹
FOR YEARS 2008 to 2010²

State	Year	Restaurants at Start of Year	Restaurants Opened	Restaurants Reacquired from Franchisee	Restaurants Closed	Restaurants Sold to Franchisee	Restaurants at End of Year
Arizona	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	3	0	1	0	2
Arkansas	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	1	0	1
California	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	13	0	9	0	4
Colorado	2008	3	0	0	0	0	3
	2009	3	0	0	0	0	3
	2010	3	10	3	2	0	14
Connecticut	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Florida	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	5	0	3	0	2
Georgia	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	0	0	2
Illinois	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	1	0	0
Indiana	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	0	0	2
Iowa	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	0	0	2

State	Year	Restaurants at Start of Year	Restaurants Opened	Restaurants Reacquired from Franchisee	Restaurants Closed	Restaurants Sold to Franchisee	Restaurants at End of Year
Kansas	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Kentucky	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	4	0	1	0	3
Louisiana	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Michigan	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	4	0	0	0	4
Minnesota	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	0	0	2
Mississippi	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Missouri	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	4	0	1	0	3
Nevada	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	6	0	6	0	0
New York	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	1	0	1
Ohio	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	0	0	2
Oklahoma	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Oregon	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	3	0	0	0	3

State	Year	Restaurants at Start of Year	Restaurants Opened	Restaurants Reacquired from Franchisee	Restaurants Closed	Restaurants Sold to Franchisee	Restaurants at End of Year
Texas	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	2	0	1	0	1
Utah	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Vermont	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Virginia	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	4	0	1	0	3
Washington	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
West Virginia	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	1	0	0	0	1
Wisconsin	2008	0	0	0	0	0	0
	2009	0	0	0	0	0	0
	2010	0	4	0	2	0	2
Totals²	2008	3	0	0	0	0	3
	2009	3	0	0	0	0	3
	2010	3	86	3	30	0	62³

1/ Includes Restaurants owned by our affiliated companies.

2/ The numbers are as of December 31 for each year.

3/ During the period from January 1, 2011 through the date of this Disclosure Document, we sold 31 company-owned Restaurants to Franchisees and closed 25 company-owned Restaurants. As of the date of this Disclosure Document, there are 6 company-owned Restaurants.

TABLE NO. 5**PROJECTED OPENINGS
AS OF DECEMBER 31, 2010 FOR 2011**

State	Franchise Agreements Signed But Restaurant Not Opened	Projected New Franchised Restaurants in the Next Fiscal Year	Projected New Company-Owned Restaurants in the Next Fiscal Year
Alabama	6	2	0
Alaska	0	1	0
Arizona	4	3	0
Arkansas	0	2	0
California	43	27	0
Colorado	5	4	0
Connecticut	3	1	0
Delaware	1	1	0
District of Columbia	2	1	0
Florida	38	10	0
Georgia	6	5	0
Hawaii	1	1	0
Idaho	0	1	0
Illinois	7	6	0
Indiana	4	3	0
Iowa	1	2	0
Kansas	1	2	0
Kentucky	5	2	0
Louisiana	3	4	0
Maryland	2	5	0
Massachusetts	3	2	0
Michigan	4	5	0
Minnesota	2	2	0
Mississippi	3	1	0
Missouri	3	4	0
Nebraska	1	1	0

State	Franchise Agreements Signed But Restaurant Not Opened	Projected New Franchised Restaurants in the Next Fiscal Year	Projected New Company-Owned Restaurants in the Next Fiscal Year
Nevada	1	2	0
New Hampshire	0	1	0
New Jersey	11	2	0
New Mexico	3	1	0
New York	6	3	0
North Carolina	18	5	0
Ohio	14	4	0
Oklahoma	0	2	0
Oregon	0	4	0
Pennsylvania	9	3	0
Puerto Rico	7	2	0
Rhode Island	2	0	0
South Carolina	7	3	0
South Dakota	0	1	0
Tennessee	11	4	0
Texas	35	16	0
Utah	4	2	0
Virginia	1	6	0
Washington	8	7	0
West Virginia	0	1	0
Wisconsin	0	2	0
Wyoming	2	0	0
Totals¹	287	169	0

1/ During the period from January 1, 2010 through December 31, 2010, we terminated the Franchise Agreements of 353 Franchisees who had signed Franchise Agreements but not yet opened a Restaurant. 144 of these Franchisees chose to exit the Quiznos system in connection with their right to do so under the nationwide class action settlement agreement. (See Item 3)

During fiscal year 2010, 459 QUIZNOS Restaurant franchises were sold, and 270 QUIZNOS Restaurant franchises opened, during fiscal year 2009, 367 QUIZNOS Restaurant franchises were sold, and 294 QUIZNOS Restaurant franchises opened, and during fiscal year 2008, 343 QUIZNOS Restaurant franchises were sold, and 370 QUIZNOS Restaurant franchises opened. The chart below depicts these sales and openings.

	No. of Fran. Agreements Signed but Restaurant Not Open at Beginning of Period	- Plus - No. of Franchises Sold During the Period	- Minus – No. of Restaurants Opened During the Period	- Minus - No. of Fran. Agreements Terminated Before the Restaurant Opened	- Equals – Number of Fran. Agreements Signed but Restaurant Not Open at End of Period
Jan. 1, 2008 to Dec. 31, 2008	1,376	343	370	823	526
Jan. 1, 2009 to Dec. 31, 2009	526	367	294	148	451
Jan. 1, 2010 to Dec. 31, 2010	451	459	270	353	287

Exhibit C is a list of the names of all Franchisees and the addresses and telephone numbers of their Restaurants as of December 31, 2010. Exhibit C also includes Franchisees who had not opened a Restaurant as of December 31, 2010. Exhibit E is a list of the names, cities and states and business telephone numbers (or, if unknown, the last known home telephone numbers) of every Franchisee who had an outlet terminated, cancelled, not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement, during the period from January 1, 2010 through December 31, 2010, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. Exhibit E also includes a list of the names, cities and states and business telephone numbers (or, if unknown, the last known home telephone numbers) of every Franchisee who had a signed Franchise Agreement terminated during the period from January 1, 2010 through December 31, 2010 for not opening a Restaurant. Exhibit E also includes a list of the names, cities and states and business telephone numbers (or, if unknown, the last known home telephone numbers) of every Area Director who had an Area Director Marketing Agreement terminated, cancelled, transferred, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under an Area Director Marketing Agreement, during the period from January 1, 2010 through December 31, 2010, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. There is a total of 1,125 former franchisees, including 353 former franchisees who never opened a Restaurant, and 13 former Area Directors disclosed in Exhibit E. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

As of December 31, 2010, there were Area Director Marketing Agreements in effect in the following states: Georgia, Illinois, and Puerto Rico.

There were also Small Market Area Director Marketing Agreements in effect as of December 31, 2010 in the following states: North Carolina, South Carolina, Tennessee, Texas and Utah.

We began offering Territory Developer businesses in November 2010. There were no Territory Developer Agreements in effect as of December 31, 2010.

There are also Master Franchise Agreements and/or Area Development Agreements in place in the Bahamas, Bahrain, Bulgaria, Canada, Central America, Dominican Republic, Iceland, Ireland, India, Japan, Jordan, Kuwait, Moldova, Oman, Qatar, Romania, Saudi Arabia, Singapore, South Korea, United Arab Emirates and the United Kingdom.

Exhibit D is a list of the names of all Area Directors and the addresses and telephone numbers of their Area Director Businesses as of December 31, 2010.

During the last 3 fiscal years, current and former franchisees have signed confidentiality clauses. In some instances, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. You may want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

The following independent franchisee organization has asked to be included in this Disclosure Document:

Toasted Subs Franchisee Association
P.O. Box 17116
Boulder, Colorado 80308
Telephone: (800) 342-6296
E-Mail: info@toastedsubs.info
Web Address: www.toastedsubs.info

In addition, an independent association of franchisees (“**IAOF**”) is in the process of being created according to the terms of the nationwide class action settlement agreement. (See Item 3) Elections for the 7 member board of directors (“**IAOF Board**”) were held in early 2011. The results of the IAOF Board elections were announced on or about February 25, 2011 and all IAOF Board members have been notified of their election to the IAOF Board. The next steps in the creation process are for the IAOF Board to, among other things, establish the corporate form for the IAOF, formalize the name of the IAOF and create bylaws for the IAOF.

ITEM 21

FINANCIAL STATEMENTS

Exhibit F contains audited consolidated balance sheets of QFA Royalties LLC and subsidiary as of December 31, 2010 and 2009, and the related consolidated statements of income, change in member’s equity (deficit), and cash flows for the years ended December 31, 2008, December 31, 2009 and December 31, 2010.

ITEM 22

CONTRACTS

The following agreements are exhibits to this Disclosure Document:

- Exhibit B - Franchise Agreement
- Exhibit I - State Riders to Franchise Agreement
- Exhibit J - Addendum to Franchise Agreement Non-Traditional Restaurant
- Exhibit K - Consent to Transfer
- Exhibit L - Renewal Addendum
- Exhibit M - Equipment Lease Agreement
- Exhibit N - Addendum to Franchise Agreement Non-Traditional Cart
- Exhibit O - Addendum to Franchise Agreement Non-Traditional Cooler
- Exhibit P - Site Specific Addendum
- Exhibit Q - Addendum to Franchise Agreement for Small Market Development
- Exhibit R - Reopen Addenda
- Exhibit S - Sublease
- Exhibit T - Convenience Restaurant Addendum
- Exhibit U - Mobile Trailer Addendum
- Exhibit V - Promissory Notes
- Exhibit W - Receipts

ITEM 23

RECEIPTS

Our and your copies of the Disclosure Document Receipt are attached as Exhibit W of this Disclosure Document.

**EXHIBIT A
(TO DISCLOSURE DOCUMENT)**

**LIST OF STATE AGENCIES/
AGENTS FOR SERVICE OF PROCESS**

LIST OF STATE AGENCIES

Listed below are the names, addresses and telephone numbers of the state agencies having responsibility for the franchising disclosure/registration laws. The following page contains the state agencies which serve as agents for service of process under the franchise disclosure/registration laws. We are registered to sell franchises, or exempt from the registration requirement, in all of these states.

California

1 (866) 275-2677
Department of Corporations
320 West 4th Street, Suite 750
Los Angeles, CA 90013-1105
(213) 576-7500

1515 K Street, Suite 200
Sacramento, CA 95814-4052
(916) 445-7205

1350 Front Street
San Diego, CA 92101
(619) 525-4044

One Sansome Street, Suite 600
San Francisco, CA 94104
(415) 972-8559

Florida

Department of Agriculture and
Consumer Services
Division of Consumer Services
407 South Calhoun Street
Tallahassee, FL 32301
(850) 488-2221

Hawaii

Business Registration Division
Securities Compliance Branch
Dept. of Commerce & Consumer Affairs
P.O. Box 40
Honolulu, HI 96810
(808) 586-2722

Illinois

Office of Attorney General
Franchise Division
500 South Second Street
Springfield, IL 62706
(217) 782-4465

Indiana

Indiana Secretary of State
Securities Division
302 West Washington Street
Room E-111
Indianapolis, IN 46204
(317) 232-6681

Maryland

Office of Attorney General
Maryland Division of Securities
200 St. Paul Place
Baltimore, MD 21202-2020
(410) 576-6360

Michigan

Michigan Department of Attorney
General
Consumer Protection Division
Antitrust and Franchise Unit
670 G. Mennen Williams Building
525 West Ottawa
Lansing, MI 48933
(517) 373-7117

Minnesota

Minnesota Department of Commerce
Registration and Licensing
Division
85 7th Place East, Suite 500
St. Paul, MN 55101
(651) 296-4026

Nebraska

Department of Banking and Finance
Commerce Court
1230 "O" Street
Suite 400
P.O. Box 95006
Lincoln, NE 68509-5006
(402) 471-3445

New York

New York State Department of Law
Bureau of Investor Protection and
Securities
120 Broadway, 23rd Floor
New York, NY 10271
(212) 416-8211

North Dakota

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol, 5th Floor
Bismarck, ND 58505
(701) 328-2910

Oregon

Department of Insurance and Finance
Corporate Securities Section
Labor and Industries Building
Salem, OR 97310
(503) 378-4387

Rhode Island

Department of Business Regulation
Securities Division
John O. Pastore Center
Bldg. 69, First Floor
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9645

South Dakota

Department of Revenue and Regulation
Division of Securities
445 East Capitol
Pierre, SD 57501
(605) 773-4013

Texas

Secretary of State
Statutory Document Section
P.O. Box 13563
Austin, TX 78711
(512) 475-1769

Virginia

State Corporation Commission
Division of Securities and
Retail Franchising
1300 E. Main Street, 9th Floor
Richmond, VA 23219
(804) 371-9051

Washington

Securities Administrator
Department of Financial Institutions
Securities Division
P.O. Box 9033
Olympia, WA 98507-9033
(360) 902-8760

Wisconsin

Wisconsin Securities Commission
Securities and Franchise Registration
345 West Washington Street
4th Floor
Madison, WI 53703
(608) 266-3431

LIST OF AGENTS FOR SERVICE OF PROCESS

California

California Commissioner of
Corporations
California Dept. of Corporations
320 West 4th Street, Suite 750
Los Angeles, California 90013-1105
(213) 576-7500

Hawaii

Commissioner of Securities
of the Department of Commerce
and Consumer Affairs
Business Registration Division
Securities Compliance Branch
335 Merchant Street, Rm. 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-1090

Indiana

Indiana Secretary of State
201 State House
200 West Washington Street
Indianapolis, Indiana 46204
(317) 232-6531

Maryland

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-6360

Michigan

Michigan Department of Commerce,
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910
(517) 334-6212

Minnesota

Minnesota Commissioner of
Commerce
Department of Commerce
85 7th Place East, Suite 500
St. Paul, Minnesota 55101
(651) 296-4026

New York

Secretary of State of the State of
New York
41 State Street
Albany, New York 12231
(518) 473-2492

North Dakota

North Dakota Securities Department
Commissioner
600 East Boulevard Avenue
State Capitol, 5th Floor
Bismarck, North Dakota 58505
(701) 328-2910

Oregon

Director of Oregon Department of
Insurance and Finance
700 Summer Street, N.E.
Suite 120
Salem, Oregon 97310
(503) 378-4387

Rhode Island

Director of Rhode Island
Department of Business Regulation
John O. Pastore Center
Bldg. 69, First Floor
1511 Pontiac Avenue
Cranston, RI 02920
(401) 462-9645

South Dakota

Director of South Dakota Division
of Securities
Department of Revenue and Regulation
445 E. Capitol
Pierre, South Dakota 57501
(605) 773-4823

Virginia

Clerk of the State Corporation
Commission
1300 East Main Street, 1st Floor
Richmond, Virginia 23219
(804) 371-9733

Washington

Securities Administrator
Washington State Department of
Financial Institutions
Securities Division
150 Israel Road, S.W.
Tumwater, Washington 98501
(360) 902-8760

Wisconsin

Wisconsin Commissioner of Securities
345 West Washington Street
4th Floor
Madison, Wisconsin 53703
(608) 266-3431

**EXHIBIT B
(TO DISCLOSURE DOCUMENT)**

FRANCHISE AGREEMENT

QFA ROYALTIES LLC
FRANCHISE AGREEMENT

**QFA ROYALTIES LLC
FRANCHISE AGREEMENT
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Exhibits

Exhibit A – Training, Managing Owner and Address Information

Exhibit B – Statement of Ownership

ATTACHMENT

Guaranty and Assumption of Franchisee's Obligations

THIS AGREEMENT (the "**Agreement**") is entered into between **QFA ROYALTIES LLC**, a Delaware limited liability company located at 1001 17th Street, Suite 300, Denver, Colorado 80202 ("**Franchisor**"), and the person(s) or entity listed as the Franchisee on the signature block of this Agreement ("**Franchisee**"), as of the date signed by Franchisor and set forth below Franchisor's signature on this Agreement (the "**Effective Date**").

1. PURPOSE

1.1 Franchisor and its affiliates have developed methods for establishing, operating, and promoting restaurants offering submarine and other sandwiches, salads, other food products and beverages, and related restaurant, delivery and carry out services ("**QUIZNOS Restaurants**" or "**Restaurants**"), which include the use and license of certain valuable trade names, service marks, and trademarks (the "**Marks**") owned by an affiliate of Franchisor and licensed to Franchisor, including the Mark "QUIZNOS," and the affiliate's distinctive techniques, expertise, and knowledge in establishing, operating, and promoting restaurants and related licensed methods of doing business (the "**Licensed Methods**").

1.2 Franchisor grants the right to others to establish and operate Restaurants under the Marks and using the Licensed Methods.

1.3 Franchisee recognizes and acknowledges the benefits to be derived from being identified and associated with Franchisor, and being able to utilize the Restaurant system and concepts, and therefore desires to establish a Restaurant at an approved location. Franchisor is willing to grant Franchisee the right to operate a Restaurant under the terms and conditions contained in this Agreement.

2. GRANT OF FRANCHISE

2.1 **Grant of Franchise.** Franchisor grants to Franchisee, and Franchisee accepts from Franchisor, the right to use the Marks and Licensed Methods in connection with establishing and operating a Restaurant at the location described in Section 3. Franchisee agrees to use the Marks and Licensed Methods, as they are changed, improved, and further developed by Franchisor and its affiliates from time to time, only in accordance with the terms and conditions of this Agreement.

2.2 **Scope of Franchise Operations.** Franchisee agrees at all times faithfully, honestly, and diligently to perform its obligations under this Agreement, to use best efforts to promote its Restaurant, and not to engage in any other business or activity that conflicts with the operation of the Restaurant in compliance with this Agreement. Franchisee agrees to utilize the Marks and Licensed Methods to operate all aspects of Franchisee's Restaurant in accordance with the methods and systems developed and prescribed from time to time by Franchisor, all of which are a part of the Licensed Methods. Franchisee's Restaurant shall offer all products and services designated by Franchisor. Franchisee shall implement any additions and changes to the products and services offered by its Restaurant that Franchisor requires.

3. FRANCHISED LOCATION

3.1 **Franchised Location.** Franchisee is granted the right to own and operate a Restaurant at a specific address and location ("**Franchised Location**") approved by Franchisor pursuant to this Section and Section 6 of this Agreement. Unless a specific site has been identified for the Franchised Location at the time Franchisee signs this Agreement (see below), Franchisee shall select and propose to Franchisor for approval a specific site for the Franchised Location. Franchisor, at its option, may also present sites to Franchisee for consideration. Franchisor will approve or disapprove a proposed location in accordance with the terms of this Agreement and Franchisor's then-current site selection and approval criteria and procedures. Franchisor may use a variety of criteria and procedures to evaluate a site Franchisee proposes and, if more than one franchisee is seeking a site in a particular area, to determine which franchisee will operate a Restaurant at a particular location. Franchisor may change its procedures from time to time. Franchisee agrees that, if Franchisor identifies a general area in which Franchisee is to concentrate its efforts to search for an acceptable site for the Franchised Location, this area is designated simply for purposes of focusing Franchisee's search and is not the grant of, or right to, an exclusive or protected territory. In addition, if Franchisee is presented with a site that meets Franchisor's criteria and Franchisee refuses to secure the site for any reason, including because Franchisee does not agree with the lease provisions Franchisor negotiates, Franchisor may present the site to another Franchisee. Nothing contained herein obligates Franchisor to continue to utilize the procedure described above. Franchisor makes no guaranty or assurance that any particular site in which Franchisee has expressed an interest prior to signing this Agreement will be available or approved by Franchisor, and Franchisee agrees that its obligations under this Agreement are not conditioned upon securing any particular site. There are no restrictions on Franchisor in any area, either before or after the Franchised Location is selected and approved, as provided in Section 3.5 below.

Franchisor has the right to designate a real estate broker whom Franchisee must use to contact the landlord of a proposed site, in which case Franchisee may not contact the landlord directly without Franchisor's approval.

Franchisee acknowledges and agrees that the Franchised Location will be a specific address at which Franchisee's Restaurant will be physically located. The "Franchised Location" cannot and will not under any circumstances be defined as a geographic area or be described in terms other than a specific numbered street address or mall address. During the term of this Agreement, the Franchised Location shall be used exclusively to operate a Restaurant.

Franchisee further acknowledges and warrants that Franchisor's approval of the Franchised Location does not constitute a guarantee, recommendation, or endorsement of the Franchised Location and that the success of the Restaurant to be operated at the Franchised Location depends upon Franchisee's abilities as an independent businessperson. Once Franchisor has approved the Franchised Location, Franchisor will be deemed to have complied with its obligations under this Agreement to assist Franchisee by providing criteria for the Franchised Location and determining fulfillment of the requisite criteria for the Franchised Location, such determination based on information provided by Franchisee.

If a specific site has been preliminarily approved by Franchisor as the Franchised Location at the time Franchisee signs this Agreement, Franchisor and Franchisee shall execute an Addendum for a specific site concurrently with the execution of this Agreement (“Site Specific Addendum”).

3.2 **Limitation on Franchise Rights.** The rights granted to Franchisee are for the specific Franchised Location and cannot be transferred to any other location, except with Franchisor's prior written approval. The Marks and Licensed Methods are licensed only for the Franchised Location.

3.3 **Non-Traditional Restaurants.** Franchisee may not operate a Restaurant located within a host facility (such as a gas station, convenience store, airport, stadium, university, or hotel), in another "non-traditional" venue, or at any other location where the operation of the Restaurant will, because of its location, vary from the operation of a traditional Restaurant (all referred to as "**Non-Traditional Restaurants**"), except with Franchisor's prior written consent. Franchisor and Franchisee shall execute an addendum to this Agreement if the Restaurant will be located in a convenience store, gas station or other non-traditional or non-standard facility as determined by Franchisor. Franchisor will determine whether a proposed Restaurant should be classified as a Non-Traditional Restaurant.

3.4 **Special Products.** From time to time, Franchisor may offer supplemental programs to be incorporated in certain Restaurants ("**Special Products**"). Franchisee may not offer a Special Product except with Franchisor's prior written permission, in which case Franchisor and Franchisee shall execute an addendum to this Agreement specified by Franchisor.

3.5 **Franchisor's Reservation of Rights.** Franchisee acknowledges that the franchise granted under this Agreement is nonexclusive, that Franchisee has no territorial protection, and that Franchisor and all of its affiliates retain the right: (1) to use, and to license others to use, the Marks and Licensed Methods for the operation of Restaurants at any location other than the Franchised Location; (2) to use the Marks and Licensed Methods in connection with services and products, in connection with promotional and marketing efforts or related items, or in alternative channels of distribution, without regard to location; (3) to use and license the use of alternative proprietary marks or methods in connection with the operation of restaurants or other businesses under names which are not the same as or confusingly similar to the Marks, which businesses may be the same as, or similar to, or different from Restaurants; and (4) to engage in any other activities not expressly prohibited in this Agreement.

4. INITIAL FEES

4.1 **Initial Franchise Fee.** Franchisee agrees to pay to Franchisor, concurrently with signing this Agreement, an initial franchise fee of Twelve Thousand Five Hundred Dollars (\$12,500) ("**Initial Franchise Fee**"). If Franchisee is purchasing an existing QUIZNOS Restaurant in connection with the execution of this Agreement, Franchisee is not required to pay the Initial Franchise Fee, provided that Franchisee or the seller of the Restaurant pays the transfer fee required under the seller's franchise agreement. Franchisee acknowledges and agrees that the Initial Franchise Fee represents payment for the initial grant of the right to use the Marks and

Licensed Methods, and that Franchisor has earned the Initial Franchise Fee upon acceptance and execution of this Agreement by Franchisor.

5. ROYALTIES

5.1 **Royalty.** Franchisee will pay to Franchisor a weekly royalty ("**Royalty**") equal to seven percent (7%) of the total amount of its Gross Sales, defined in Section 5.2, generated from or through the Restaurant.

5.2 **Gross Sales.** "**Gross Sales**" is defined as sales of any kind for all services or products from or through the Restaurant (including delivery), including any sale of services or products made for cash or upon credit, or partly for cash and partly for credit, regardless of collection of charges for which credit is given, and regardless of whether such sale is conducted in compliance with or in violation of the terms of this Agreement, or whether such sale is at the Franchised Location or off-site, but exclusive of discounts, sales taxes, or other similar taxes and credits. Gross Sales also include (i) the fair market value of any services or products received by Franchisee in barter or exchange for its services and products and all insurance proceeds received by Franchisee for loss of business due to a casualty to or similar event at the Franchised Location and (ii) the gross amount of any Gift Card (defined in Section 11.1(n)) redemptions at the Restaurant.

5.3 **Royalty Payments.** Royalty payments will be paid weekly by electronic funds transfer, due on Thursday (for the preceding Monday through Sunday period) or such other specific day of the week which Franchisor designates from time to time ("**Due Date**").

On the Due Date each week, Franchisee shall report by telephone, electronic means, or in written form, as Franchisor directs (as more fully described in Section 15), Franchisee's Gross Sales and such additional information requested by Franchisor. Franchisor shall have the right to verify such Gross Sales reports from time to time as it deems necessary in any reasonable manner. If Franchisee fails to have sufficient funds in its account or otherwise fails to pay any Royalties due as of the Due Date, Franchisee shall owe, in addition to such Royalties, a late charge equivalent to two percent (2%) per month of any late Royalty payment; provided, however, in no event shall Franchisee be required to pay a late payment at a rate greater than the maximum commercial contract interest rate permitted by applicable law.

5.4 **Electronic Funds Transfer.** Franchisee authorizes Franchisor and its affiliates to initiate debit entries and credit correction entries to Franchisee's checking, savings or other account for the payment of Royalties, Marketing and Promotion Fees, and any other amounts due from Franchisee under this Agreement or otherwise, including non-compliance charges. Franchisee shall comply with Franchisor's and its affiliates' procedures and instructions in connection with the direct debit process, and shall sign any document or take any action that may be required to effect this authorization.

Franchisor may require Franchisee to pay the Royalty, Marketing and Promotion Fees, and other amounts due under this Agreement or otherwise by means other than automatic debit whenever Franchisor deems appropriate, and Franchisee agrees to comply with Franchisor's

payment instructions.

5.5 **Application of Payments.** Notwithstanding any designation Franchisee might make, Franchisor may apply any payments made by Franchisee to any of Franchisee's past due indebtedness to Franchisor or its affiliates. Franchisee acknowledges that Franchisor has the right to set-off any amounts Franchisee owes Franchisor or its affiliates against any amounts Franchisor or its affiliates might owe Franchisee (or any other legal entity in which Franchisee, or one of its owners with at least a twenty-five percent (25%) ownership interest in Franchisee, is an owner).

6. DEVELOPMENT OF FRANCHISED LOCATION

6.1 **Approval of Franchised Location.** Unless Franchisor and Franchisee enter into a Site Specific Addendum at the time Franchisee executes this Agreement, Franchisor shall make the final determination to approve or reject any site which Franchisee proposes to Franchisor. That determination may be based on various criteria and procedures which may change from time to time in Franchisor's discretion. If Franchisee proposes a site, and Franchisor determines that it does not meet its criteria, it will be rejected, and Franchisee will be required to propose an alternative site. Franchisee may operate a QUIZNOS Restaurant only at a site approved by Franchisor. Franchisee shall follow Franchisor's site selection procedures in locating a Franchised Location for the Restaurant, as provided in Section 3.1 above. Franchisee shall submit a completed site submittal package, including demographics and other materials requested by Franchisor, containing all information reasonably required by Franchisor to assess a proposed Franchised Location. The Franchised Location shall be deemed approved upon approval by Franchisor of the site and lease pursuant to this Section 6.

6.2 **Lease Approval.** Unless Franchisor approves otherwise, its affiliate or designated representatives will negotiate the terms of Franchisee's lease. Franchisee acknowledges that such lease negotiations, review, and approval of locations are for Franchisor's sole benefit and the benefit of the QUIZNOS System and are not intended to imply or guarantee the success or profitability of the Franchised Location. Franchisee agrees that it is not relying on Franchisor's lease negotiations or site approval for such purposes. When an approved lease is presented to Franchisee, Franchisee will have the option of proceeding with or passing on the site. Franchisee acknowledges that it has been advised to obtain the advice of its own professional advisors before Franchisee signs a lease. If Franchisee does not agree with the lease provisions that Franchisor's affiliate or representative has approved, Franchisee may elect not to sign the lease, but Franchisee would then have to find another suitable site for the Franchised Location. If Franchisee rejects a site because Franchisee does not agree with the lease provisions that Franchisor's affiliate or representative has approved, Franchisor may permit another franchisee to enter into a lease for such site, whether on the terms rejected by Franchisee or on other terms, or to search for a site in Franchisee's initially identified area. Franchisee will then have to search for another suitable site, which may be in that area or outside of that area. Franchisee must not, without Franchisor's prior written consent, enter into any contract to purchase or lease the premises Franchisee intends to use as a Franchise Location. Franchisee acknowledges that doing so may result in its being obligated on a lease for premises which Franchisor will not allow to be developed as a QUIZNOS Restaurant.

Upon submission of a proposed Franchised Location for the Restaurant, Franchisee shall pay Franchisor or its designated supplier (which may be an affiliate of Franchisor) a lease review fee of One Thousand Dollars (\$1,000) ("**Lease Review Fee**"). The Lease Review Fee pays the expenses incurred to review and (if Franchisor so chooses) to negotiate certain provisions of the lease. Franchisee is not a third-party beneficiary of the lease negotiation or review. Franchisee agrees that Franchisor does not guarantee that the terms, including rent, will represent the most favorable terms available in that market. Franchisor shall charge Franchisee only one (1) Lease Review Fee unless Franchisee refuses to sign a lease that Franchisor has certified as acceptable for the Franchised Location, and Franchisor then is required to engage in one or more additional lease reviews for the Franchised Location (or for a different Franchised Location if Franchisee refuses to sign any lease for the first proposed Franchised Location). In such event, Franchisee shall pay Franchisor or its designated supplier a Lease Review Fee for the first lease review as well as a Lease Review Fee for each additional lease review.

6.3 **Schedule.** Franchisee acknowledges and agrees that it has twelve (12) months from the Effective Date of this Agreement within which to execute a lease approved by Franchisor for the Franchised Location, complete the initial training program described in Section 7.1, perform all other pre-opening obligations and commence operation of the Restaurant. If Franchisee does not commence operation of the Restaurant by the end of such twelve (12) month period, and Franchisor determines that Franchisee is making reasonable and continuing efforts to actively and diligently obtain a site acceptable to Franchisor so that Franchisee can reasonably be expected to open the Restaurant within twenty-four (24) months from the Effective Date of this Agreement, Franchisor will extend the deadline to commence operation for another twelve (12) months so long as Franchisee continues to actively and diligently seek to obtain a suitable location and/or lease and otherwise pursue the opening of the Restaurant. Franchisee acknowledges and agrees that, unless Franchisor extends the deadline, Franchisor may terminate this Agreement any time after the expiration of the first twelve (12) month period if Franchisee has not commenced operation of the Restaurant. Franchisee further acknowledges and agrees that, if Franchisor extends the deadline and Franchisor determines that Franchisee fails to actively and diligently pursue the opening of the Restaurant during such period, Franchisor may, upon notice, rescind the extension and terminate this Agreement. Franchisor also has the right to terminate this Agreement upon the expiration of the twenty-four (24) month period. Any lease for the Franchised Location shall be collaterally assigned to Franchisor as security for Franchisee's performance of its obligations under this Agreement. Franchisee shall deliver a copy of the signed lease for the Franchised Location to Franchisor within five (5) days after it is signed.

6.4 **Conversion and Design.** Franchisee acknowledges that the layout, design, decoration, and color scheme of Restaurants are an integral part of the Licensed Methods, and, accordingly, Franchisee shall convert and decorate the Franchised Location in accordance with Franchisor's plans, designs, and specifications. Franchisee also shall obtain Franchisor's written consent to any conversion, design, or decoration of the Franchised Location before remodeling or decorating begins, recognizing that such remodeling and decoration, and any related costs, are Franchisee's sole responsibility.

6.5 **Signs.** Franchisee shall purchase or otherwise obtain for use at the Franchised Location and in connection with the Restaurant the maximum number and size of signs allowed by applicable building codes, which signs shall comply with Franchisor's standards and specifications. It is Franchisee's sole responsibility to ensure that all signs comply with applicable local ordinances, building codes, and zoning regulations. Any modifications to Franchisor's standards and specifications for signs due to local ordinances, codes, or regulations shall be submitted to Franchisor for prior written approval. Franchisee acknowledges that the Marks, or any other name, symbol, or identifying marks on any signs, shall be used only in accordance with Franchisor's standards and specifications and only with Franchisor's prior written approval.

6.6 **Equipment.** Franchisee shall purchase or otherwise obtain for use in connection with the Restaurant the equipment and computer hardware and software, of a type and in an amount which complies with Franchisor's standards and specifications and only from suppliers or other sources approved and/or designated by Franchisor. Franchisor may approve one or more suppliers for certain items and/or may designate a single supplier for certain items. Franchisor and/or its affiliates may be an approved or the designated supplier for certain items. Franchisee acknowledges that the type, quality, configuration, capability, and performance of the Restaurant's equipment are all standards and specifications which are a part of the Licensed Methods. Franchisee shall purchase or lease (as Franchisor and its affiliates designate) for use in the Restaurant an electronic cash register and computer system, a music system, and a credit/debit and gift card processing system (the "**Systems**") approved by Franchisor. The cash register or computer system must accurately record every sale or other transaction. Franchisee shall purchase and/or license from Franchisor or an affiliate or a third party designated by Franchisor, as determined by Franchisor, the software to be used by Franchisee in conjunction with the Systems. If Franchisee obtains a license, Franchisee understands and agrees that it will not own such licensed software and that such licensed software may only be used in accordance with the provisions of the applicable license. Franchisee shall also obtain high speed Internet service for use at the Restaurant. Franchisee shall submit any required reports in a format designated from time to time by Franchisor. Franchisee grants Franchisor and its affiliates the right to access the Systems and to obtain sales, sales mix, and revenue information directly by modem or otherwise. Franchisee acknowledges that Franchisor and its affiliates will use information from required reports primarily to make business and marketing decisions. Franchisee shall be obligated to upgrade or update the Systems and the software, and any other equipment or Internet or telephone connectivity, at Franchisee's sole cost, to meet Franchisor's and its affiliates' then-current standards and specifications and to address technological developments or events. Franchisor and its affiliates have no obligation to reimburse Franchisee for any of these costs.

6.7 **Permits and Licenses.** Franchisee agrees to obtain all permits and licenses required for the lawful construction and operation of the Restaurant together with all certifications from government authorities having jurisdiction over the Franchised Location that all requirements for construction and operation have been met, including, without limitation, zoning, access, sign, health, fire, and safety requirements; building and other required construction permits; licenses to do business; fictitious name registrations; sales tax permits; health and sanitation permits; and ratings and fire clearances. Franchisee agrees to obtain all

customary contractors' sworn statements and partial and final lien waivers for construction, remodeling, decorating, and installation of equipment at the Franchised Location. Franchisee shall keep copies of all health department, fire department, building department, and other reports of inspections on file and available for inspection by Franchisor. Franchisee shall immediately forward to Franchisor any such reports or inspections in which Franchisee has been found not to be in compliance with the underlying regulation.

6.8 **Commencement of Operations.** Franchisee shall obtain the written consent of Franchisor prior to commencing operation of the Restaurant, which consent shall not be unreasonably withheld, but cannot be granted until Franchisor has approved the Franchised Location and Franchisee has: (1) successfully completed the initial training program; (2) paid all fees and other amounts due to Franchisor and its affiliates; (3) furnished copies of all insurance policies required by this Agreement; (4) built out and equipped the Franchised Location in accordance with Franchisor's and its affiliates' standards and specifications and received a QUIZNOS certificate of occupancy from Franchisor; (5) purchased an inventory of approved products and supplies; (6) enter into required contracts with required service providers; (7) meet minimum uniform requirements; and (8) otherwise completed all other aspects of developing the Restaurant as Franchisor has reasonably required. Notwithstanding the foregoing, Franchisee agrees to commence operation of the Restaurant within the deadline for commencement of operation described in Section 6.3 hereof and within ten (10) days after Franchisor has approved the Franchised Location for commencement of operation.

7. TRAINING

7.1 **Initial Training Program.** Franchisee (or, if Franchisee is a corporation, partnership, or limited liability company, its managing shareholder, partner, or member ("**Managing Owner**")) and the person designated by Franchisee to assume primary responsibility for managing the Restaurant ("**Designated Manager**") must attend and successfully complete the initial training program offered by Franchisor at one or more of Franchisor's designated training facilities. The initial training program may include training on delivery services which may be provided at a different location than the location designated by Franchisor for other portions of the initial training program. The Managing Owner must own at least twenty-five percent (25%) of the voting and economic interest of the franchisee entity. The Managing Owner and the Designated Manager (if designated at the time) may be required to demonstrate that they can perform basic math and read, write and converse in the English language before they begin training. All other attendees may be required to demonstrate that they can perform basic math and read, write and converse in the English language before they begin training. Up to three (3) individuals (including the Managing Owner and Designated Manager) are eligible to participate in Franchisor's initial training program without paying any tuition or fee. Franchisor may require Franchisee (or its Managing Owner) and/or the Designated Manager (each a "**Trainee**") to pass certain tests prior to attending certain portions of the training program. Franchisor may require a Trainee to take these tests at facilities operated by Franchisor and its affiliates, at test facilities operated by independent third parties or on-line. Any costs related to taking these tests, including travel, lodging or test administration fees charged by third parties, will be borne by Franchisee. Franchisee shall be responsible for any and all travel and living expenses incurred in connection with attending the training program as

well as wages or salaries, if any, of the person(s) receiving training or undergoing testing. Franchisee (or its Managing Owner) and the Designated Manager must successfully complete the initial training program before Franchisee begins operating the Restaurant. Franchisor reserves the right to waive all or a portion of the training program or alter the training schedule.

Franchisee (or its Managing Owner) and its Designated Manager may request additional training during the initial training program, to be provided at no additional charge, if Franchisee (or its Managing Owner) and the Designated Manager do not feel completely trained in the operation of a QUIZNOS Restaurant. However, if Franchisee (or its Managing Owner) and the Designated Manager satisfactorily complete Franchisor's initial training program, and do not inform Franchisor in writing at the end of the initial training program that Franchisee (or its Managing Owner) and the Designated Manager do not feel completely trained in the operation of a QUIZNOS Restaurant, then Franchisee will be deemed to have been trained sufficiently to operate a QUIZNOS Restaurant.

7.2 **Additional Training Programs.** Franchisor reserves the right to conduct training programs or seminars at locations to be determined by Franchisor to discuss relevant business trends and share new information relating to the Restaurant business. Attendance at periodic market meetings by Franchisee (or its Managing Owner) or its Designated Manager is required. All such mandatory training will be offered without tuition or a fee; provided, however, Franchisee will be responsible for any and all transportation and living expenses incurred in attending such additional training programs or seminars.

8. OPERATIONS MANUAL

8.1 **Operations Manual.** Franchisor agrees to loan to Franchisee one (1) or more manuals, technical bulletins, or other written or videotaped materials (collectively referred to as "**Operations Manual**") covering the Restaurant's operating and marketing techniques and any Special Product(s) applicable to the Restaurant. Franchisee agrees that it shall comply with the Operations Manual, as amended from time to time, as an essential part of its obligations under this Agreement. Franchisee shall at all times be responsible for ensuring that its copy of the Operations Manual is updated and current at all times and that its employees and all other persons under its control comply with the Operations Manual in all respects. Franchisee shall not duplicate the Operations Manual nor disclose its contents to persons other than employees or officers who need the information to perform their jobs.

At Franchisor's option, Franchisor may post some or all of the Operations Manual on a restricted Website, intranet, or extranet to which Franchisee will have access. (For purposes of this Agreement, "Website" means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the Internet and World Wide Web home pages.) If Franchisor does so, Franchisee agrees to monitor and access the Website, intranet, or extranet for any updates to the Operations Manual. Any password or other digital identification necessary to access the Operations Manual on a Website, intranet or extranet will be deemed to be Franchisor's proprietary information, subject to Section 20.5 below.

8.2 **Changes to Operations Manual.** Franchisor reserves the right to revise the Operations Manual from time to time as it deems necessary to update operating and marketing techniques or standards and specifications in any manner, including updates contained in monthly newsletters. Franchisee shall in turn update its copy of the Operations Manual as instructed by Franchisor and conform its operations with the updated provisions. Franchisee acknowledges that the master copy of the Operations Manual maintained by Franchisor at its principal office controls in the event of a dispute over its contents.

9. DEVELOPMENT ASSISTANCE

9.1 **Franchisor's Development Assistance.** To assist Franchisee in establishing the Restaurant, Franchisor and/or its designated representatives (which may include its affiliates) shall provide the following:

(a) Assistance related to accepting a site for the Restaurant, which includes providing general criteria for a satisfactory site, determining whether a proposed site fulfills the requisite criteria prior to formal acceptance of a site selected by Franchisee, and (at Franchisor's election) designating a real estate broker whom Franchisee must use to contact the landlord of a proposed site. Franchisee acknowledges that Franchisor has no obligation to select or acquire a site on behalf of Franchisee. Site selection, acquisition, and development shall be the sole obligation of Franchisee, except as set forth in this Agreement or any other written agreement executed by Franchisor. Franchisee acknowledges that Franchisor is under no obligation to provide additional site selection services other than as set forth in a written, executed agreement and that Franchisor's acceptance of the site does not imply or guarantee the success or profitability of the site in any manner whatsoever.

(b) Standards and specifications for the build out, interior design, layout, floor plan, signs, designs, color, and decor of the Restaurant.

(c) Advice regarding the standards and specifications for the equipment, supplies, and materials used in, and the menu items offered for sale by, the Restaurant and advice regarding selecting suppliers for and purchasing such items.

(d) Guidance in implementing advertising and marketing programs, operating and sales procedures, and bookkeeping and accounting programs.

(e) The initial training in accordance with Section 7.1.

(f) Opening assistance consisting of one (1) or more representatives on site at the Franchised Location for not less than five (5) days to assist Franchisee in opening the Restaurant; provided, however, that Franchisee shall hire and be exclusively responsible for the training, compensation, and control of its employees.

(g) One (1) copy of the Operations Manual, as described in Section 8, which shall be loaned to Franchisee during the term of this Agreement.

9.2 **Responsibilities of Area Director.** Franchisor reserves the right to retain the services of an area director ("**Area Director**") or other representative (including one or more of its affiliates) in the geographic area in which Franchisee's Restaurant will be located. In such event, the Area Director or other representative, on behalf of Franchisor, will perform certain sales, site assistance, and/or supervisory services directed by Franchisor. Franchisee agrees in advance to any such delegation and assignment by Franchisor of any portion or all of Franchisor's obligations and rights under this Agreement. Franchisee also acknowledges that it is not a third party beneficiary of any Area Director Marketing Agreement or other agreement between Franchisor and any Area Director or other representative.

10. OPERATING ASSISTANCE

10.1 **Franchisor's Assistance.** Franchisor agrees that, during Franchisee's operation of the Restaurant, Franchisor and/or its designated representatives (which may include its affiliates) shall make available to Franchisee the following assistance:

(a) Upon the reasonable request of Franchisee, telephone consultation regarding the continued operation and management of a Restaurant and advice regarding Restaurant services, product quality control, menu items, and customer relations issues.

(b) Access to advertising and promotional materials developed by Franchisor and its affiliates through the Marketing and Promotion Fund (as defined below).

(c) On-going updates of information and programs regarding menu items and their preparation, the Restaurant business, and related Licensed Methods, including information about special or new services or products developed and made available to franchisees of Franchisor.

(d) The initial training program for replacement or additional Designated Managers during the term of this Agreement. Although Franchisor does not currently charge a tuition or fee, Franchisor reserves the right to charge a tuition or fee, payable in advance, commensurate with the then-current published prices of Franchisor for such training. Franchisee shall be responsible for all travel and living expenses incurred by its personnel during the training program.

11. FRANCHISEE'S OPERATIONAL COVENANTS

11.1 **Business Operations.** Franchisee acknowledges that it is solely responsible for the successful operation of its Restaurant and that its continued operation depends on, among other things, Franchisee's compliance with this Agreement and the Operations Manual. In addition to all other obligations contained in this Agreement and the Operations Manual, Franchisee agrees that:

(a) Franchisee shall maintain a clean, safe, and high quality Restaurant operation and promote and operate the business in accordance with the Operations Manual and otherwise conduct itself so as not to detract from or adversely reflect upon the name and reputation of Franchisor and the goodwill associated with the QUIZNOS name and Marks.

(b) Franchisee will conduct itself and operate its Restaurant in compliance with all applicable laws, regulations, and other ordinances and in such a manner so as to promote a good public image in the business community and to enhance the goodwill of QUIZNOS Restaurants, QUIZNOS name, and the Marks. Franchisee will be solely and fully responsible for obtaining any and all licenses to operate the Restaurant. Franchisee shall keep copies of all health department, fire department, building department, and other similar reports of inspections on file and available for inspection by Franchisor and its affiliates. Franchisee shall immediately forward to Franchisor and/or its designated representatives (which may include its affiliates) any such reports or inspections in which Franchisee has been found not to be in compliance with the underlying regulation.

(c) Franchisee acknowledges that proper management of the Restaurant is important and shall ensure that Franchisee (or its Managing Owner) or a Designated Manager who has completed the initial training program will be responsible for managing the Restaurant after commencement of operations and be present at the Franchised Location during its operation. Franchisee (or its Managing Owner) or the Designated Manager must work full-time at the Restaurant.

(d) Franchisee hereby acknowledges that Franchisee is solely responsible for all decisions relating to employees, including, without limitation, hiring and terminating employees.

(e) Franchisee acknowledges that the franchise requires and authorizes Franchisee to offer only authorized products and services as described in the Operations Manual, which may include, without limitation, submarine and other sandwiches, salads, other authorized food and beverage products, and related restaurant and carry out or delivery services. Separate certification or approval may be required from time to time in order to be authorized to offer certain products or services. Franchisee shall maintain at all times a sufficient supply of all menu items and related food and paper products to ensure, insofar as possible, that such items are at all times available to its customers. Franchisee shall offer all types of services and products from time to time prescribed by Franchisor and shall not offer any other types of services or products, or operate or engage in any other type of business or profession, from or through the Restaurant, unless Franchisor's written consent is first obtained. Franchisee shall participate in promotions designated by Franchisor. Participation in such promotions may include offering designated products during the promotional period. Franchisor may prescribe the maximum and/or minimum prices that Franchisee may charge customers for products and services offered and sold by the Restaurant, and Franchisee agrees to comply with these maximum or minimum prices.

(f) Franchisee shall promptly pay when due all taxes and other obligations owed to third parties, including, without limitation, all federal, state, and local taxes and any and all accounts payable or other indebtedness incurred by Franchisee in operating the Restaurant.

(g) Franchisee shall comply with all agreements with third parties related to the Restaurant, including, in particular, all provisions of any premises lease or sublease.

(h) Franchisee agrees to renovate, refurbish, remodel, or replace, at its own expense, the real and personal property and equipment used in operating the Restaurant when reasonably required by Franchisor in order to comply with the image, standards of operation, and performance capability established by Franchisor from time to time. If Franchisor changes its image or standards of operation, it shall give Franchisee a reasonable period of time within which to comply with such changes.

(i) Franchisee shall at all times during the term of this Agreement own and control the Restaurant. Upon request of Franchisor, Franchisee shall promptly provide satisfactory proof of such ownership to Franchisor. Franchisee represents that the Statement of Ownership as provided in Exhibit B, attached hereto, is true, complete, accurate, and not misleading. Franchisee shall promptly provide Franchisor with a written notification if it wishes to change any of the information contained in the Statement of Ownership at any time during the term of this Agreement and shall comply with the applicable transfer provisions contained in Section 16. Franchisee acknowledges that, if Franchisee is other than an individual(s), the Franchisor may require that individual owners or members of Franchisee guarantee the performance of Franchisee and sign the Guaranty and Assumption of Franchisee's Obligations attached to this Agreement.

(j) Franchisee shall at all times during the term of this Agreement keep its Restaurant open during the business hours designated by Franchisor from time to time in the Operations Manual. Any deviations from the required hours first must be approved in writing by Franchisor which approval may be revoked or rescinded by Franchisor at any time on notice.

(k) Franchisee shall procure, maintain, and provide evidence of insurance for the Restaurant and its operations of the types, in the minimum amounts, and with such minimum terms and conditions as Franchisor from time to time prescribes in the Operations Manual or otherwise. This insurance shall include, without limitation, the types and minimum amounts of insurance specific to delivery services. All of the required policies of insurance shall name Franchisor, and any affiliates of Franchisor that Franchisor periodically designates, as additional insureds and provide for thirty (30) days' advance written notice to Franchisor of their cancellation or modification. Franchisee acknowledges that, by establishing required minimum insurance, Franchisor is not advising Franchisee that such minimum insurance is sufficient or all that Franchisee needs or should procure for its business or the Restaurant. Franchisee agrees to seek the advice of its insurance advisor with respect to the sufficiency of such insurance.

(l) Franchisee will provide proof of insurance to Franchisor before beginning operations at its Restaurant. This proof will show that the insurer has been authorized to inform Franchisor in the event any policies lapse or are canceled or modified. Franchisor has the right to change the insurance Franchisee is required to maintain by giving Franchisee reasonable prior notice. Noncompliance with these insurance provisions shall be deemed a material breach of this Agreement. If Franchisee fails to provide proof of insurance or in the event of any lapse in insurance coverage: (i) Franchisor or its affiliates may obtain insurance coverage for Franchisee, and Franchisee must pay the premiums by electronic funds transfer from Franchisee's bank account; and (ii) in addition to all other remedies, Franchisor may demand that Franchisee cease operations of the Restaurant until coverage is reinstated.

(m) Franchisee will participate in promotion campaigns and advertising and other marketing programs periodically established or approved for QUIZNOS Restaurants by the Marketing Fund, as described in section 12 below, whether on a national, regional or local basis.

(n) Franchisee will participate in all gift card, loyalty card, promotional card, award card, or other similar prepaid card, code or other device (each a “**Gift Card**”) program periodically established or approved for QUIZNOS Restaurants by Franchisor (each a “**Gift Card Program**”). Franchisee acknowledges and agrees that Franchisor may charge Franchisee a fee in connection with Franchisee’s participation in such Gift Card Programs, which may include, without limitation, the cost of any third party vendor commissions or fees incurred by Franchisor in connection such Gift Card Programs.

12. ADVERTISING

12.1 **Approval and Use of Advertising.** Franchisee shall obtain Franchisor's prior written approval of all written advertising or other marketing or promotional programs not previously approved by Franchisor regarding the Restaurant, including, without limitation, "Yellow Pages" advertising, newspaper ads, flyers, brochures, coupons, direct mail pieces, specialty and novelty items, radio and television advertising, Internet "web" pages or Websites, home pages or domain names on any common carrier electronic delivery system, and any other online presences or electronic mediums, including, without limitation, social networking Websites (such as LinkedIn®, twitter®, myspace.com®, facebook® or YouTube®). Any proposed uses not previously approved by Franchisor specifically with respect to Franchisee and the Restaurant shall be submitted to Franchisor or its affiliates at least ten (10) days prior to publication, broadcast, or use. Franchisee acknowledges that advertising and promoting the Restaurant in accordance with Franchisor's and its affiliates' standards and specifications are essential aspects of the Licensed Methods, and Franchisee agrees to comply with all advertising standards and specifications. Franchisee also agrees to participate in any promotion campaigns, local store marketing campaigns, and advertising and other programs that Franchisor and its affiliates periodically establish.

12.2 **Grand Opening.** Franchisee agrees to conduct a grand opening advertising and promotional program for the Restaurant at the time and in the manner specified by Franchisor and agrees to spend a minimum of Four Thousand Fifty Dollars (\$4,050) for the grand opening program. Franchisee agrees to provide Franchisor with a summary of grand opening program expenditures within one hundred twenty (120) days after the Restaurant opens. Franchisee's grand opening program will utilize the marketing and public relations programs and media and advertising materials that Franchisor has either developed or approved.

12.3 **Marketing and Promotion Fee.** Franchisee agrees to pay to Franchisor or its designee (which may be one or more of Franchisor's affiliates), in addition to Royalties, a marketing and promotion fee (“**Marketing and Promotion Fee**”) of one percent (1%) of the total amount of Franchisee's Gross Sales. The Marketing and Promotion Fee shall be in addition to and not in lieu of Franchisee's Local Advertising Fee. The following terms and conditions will apply to the Marketing and Promotion Fee payment:

(a) The Marketing and Promotion Fee shall be payable weekly, concurrently with the payment of the Royalties, based on Gross Sales (as defined in Section 5.2) for the immediately preceding reporting period. Franchisee shall execute such forms that Franchisor and its affiliates require to allow preauthorized payment of Marketing and Promotion Fees by electronic transfer of funds from Franchisee's bank account to the bank account designated by Franchisor. Any Marketing and Promotion Fee collected by or for Franchisor will be deposited in one (1) or more separate accounts (referred to collectively as the "**Fund**"), all designated as "**QUIZNOS Marketing and Promotion Fund.**" The Marketing and Promotion Fees will be subject to the same late charges as the Royalties. Upon written request by Franchisee, Franchisor or its affiliates will make available to Franchisee, no later than one hundred twenty (120) days after the end of each calendar year, an annual unaudited financial statement for the Fund which indicates how deposits to the Fund have been spent. Franchisor and its affiliates have the right to deposit into the Fund any advertising, marketing, or similar allowances paid by suppliers who deal with Restaurants and with whom Franchisor and its affiliates have agreed that they will (or if Franchisor and its affiliates otherwise choose to) so deposit these allowances. QUIZNOS Restaurants that Franchisor or its affiliates own will contribute to the Fund on the same basis as franchisees.

(b) The Fund will be administered and controlled by Franchisor or its designated representatives (which may be one or more of Franchisor's affiliates) and may be used for production and placement of media advertising, direct response literature, direct mailings, brochures, collateral advertising material, surveys of advertising effectiveness, other advertising or public relations expenditures relating to advertising QUIZNOS Restaurants services and products, providing professional services, materials, and personnel to support the marketing function, and creating, producing, and implementing Websites for Franchisor and/or its franchisees. Franchisor may reimburse itself or its designated representatives (which may be one or more of Franchisor's affiliates) for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting, and legal expenses, taxes, and other reasonable direct and indirect expenses incurred by Franchisor or its representatives in connection with the programs funded by and the administration and operation of the Fund. Franchisor and its affiliates may allocate any portion of the Fund to Regional Advertising (defined below). The advertising may be disseminated in print, television, radio or other interactive media. The Fund will not be Franchisor's asset. Franchisor and its representatives will not be liable for any act or omission that is consistent with this Agreement and done in good faith. Franchisor and its representatives may spend in any fiscal year more or less than the aggregate contribution of all Restaurants to the Fund in that year, and the Fund may borrow from Franchisor or others (including Franchisor's affiliates) to cover deficits or invest any surplus for future use. All interest earned on monies contributed to the Fund will be used to pay advertising costs before other assets of the Fund are expended. Franchisor may cause the Fund to be incorporated or operated through a separate entity at such time as Franchisor deems appropriate, and such successor entity, if established, will have all rights and duties specified in this Section. Franchisor and its representatives undertake no obligation to ensure that the Fund benefits each Restaurant in proportion to its respective contributions. The Fund's primary purpose is to support sales by the entire QUIZNOS System and to build brand identity. Franchisee agrees to participate in any promotion campaigns and advertising and other programs that the Fund periodically establishes.

(c) Franchisor and its representatives have the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. Franchisor and its representatives also may forgive, waive, settle, and compromise all claims by or against the Fund. Franchisor and its representatives may at any time defer or reduce contributions of a franchisee and, upon thirty (30) days' prior written notice to Franchisee, reduce or suspend Fund contributions and operations for one (1) or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If the Fund is terminated, all unspent monies will be distributed to the contributors in proportion to their respective Fund contributions during the preceding twelve (12) month period.

12.4 **Local Advertising.** Franchisee agrees to spend not less than three percent (3%) of the total amount of its Gross Sales each calendar quarter for local advertising ("**Local Advertising Fee**"), provided that Franchisor reserves the right to increase the amount to four percent (4%) of Gross Sales as long as Franchisor maintains the Regional Advertising (as defined in Section 12.5) programs pursuant to Section 12.5. Franchisor may collect and designate all or a portion of the Local Advertising Fee for the Marketing and Promotion Fund and/or Regional Advertising. If Franchisor does not collect all of the Local Advertising Fee for the Marketing and Promotion Fund and/or Regional Advertising, Franchisor may request that Franchisee prepare and submit a quarterly report to Franchisor which accounts for the use of the Local Advertising Fee no later than ten (10) days following the end of each calendar quarter during the term of this Agreement.

12.5 **Regional Advertising Programs.** Franchisor or its designees (which may be one or more of Franchisor's affiliates) has created a regional advertising program ("**Regional Advertising**") for the benefit of the Restaurants located within a particular region. Franchisor currently collects all of the Local Advertising Fee pursuant to Section 12.4 for contribution to Regional Advertising. Franchisor and its designees have the right to determine the composition of all geographic territories and market areas for the implementation of Regional Advertising and promotion campaigns and to require that Franchisee participate in such Regional Advertising programs as and when established. The fees designated to the Regional Advertising programs may be used to pay regional, multi-regional or national marketing expenses, including, but not limited to, administrative costs of Franchisor and/or its designees (including its affiliates) incurred in maintaining and administering the Regional Advertising programs. Franchisor may also allocate all or part of the contributions to Regional Advertising programs to the Marketing and Promotion Fund. Franchisor and its designees also reserve all other rights with respect to the use of Regional Advertising fees, and the conduct of Regional Advertising programs, as those retained in Section 12.3 above with respect to the Marketing and Promotion Fund. Franchisor and its designees may at any time, upon thirty (30) days' prior written notice to Franchisee, suspend a Regional Advertising program for one (1) or more periods of any length and terminate (and, if terminated, reinstate) the Regional Advertising program.

12.6 **Local Advertising Cooperative.** Franchisor may develop a program to permit QUIZNOS Restaurants in a geographical area to establish a local advertising cooperative ("Local Advertising Cooperative") in accordance with the policies prescribed by Franchisor from time to time. If Franchisor develops and implements such a program, formation of a Local Advertising Cooperative will be at the option of the franchisees of QUIZNOS Restaurants in the geographical

area. However, each Local Advertising Cooperative will be organized and governed in the form and manner that Franchisor determines in advance and all advertising, marketing or promotional plans or materials will be subject to Franchisor's prior written approval.

Any contributions made to a Local Advertising Cooperative shall be in addition to, and not in lieu of, Franchisees obligations under Sections 12.1 through 12.5 of this Agreement.

13. QUALITY CONTROL

13.1 **Standards and Specifications.** Franchisor will establish, and Franchisee shall comply with, standards and specifications for services and products offered at or through the Restaurant and the uniforms, recipes, materials, forms, menus, items, and supplies used in connection with the franchised business. Franchisor and its affiliates reserve the right, from time to time, to change standards and specifications for services and products offered at or through the Restaurant or for uniforms, recipes, materials, forms, items, and supplies, and Franchisee agrees to comply with such changes as they are communicated by Franchisor. In the event Franchisee fails to use any products or services required by Franchisor, Franchisor may, at its option, elect to purchase such products or services on behalf of Franchisee and charge Franchisee for the cost of such products or services. In such event, Franchisor will transfer the amount owed by Franchisee from Franchisee's bank account by electronic fund transfer and Franchisee hereby authorizes such transfer.

13.2 **Inspections.** Franchisor and its representatives (including Franchisor's affiliates) shall have the right to interview customers or examine the Franchised Location and to examine and copy its books, records, and documents, including, without limitation, the inventory, products, equipment, materials, or supplies, to ensure compliance with all standards and specifications set by Franchisor and its affiliates. Franchisor and its affiliates shall conduct such inspections without prior notice to Franchisee.

13.3 **Restrictions on Services and Products.** Franchisee is prohibited from offering or selling any services or products from or through the Restaurant that have not been previously approved by Franchisor. However, if Franchisee proposes to offer, conduct, or utilize any services, products, materials, forms, items, or supplies in connection with or for sale through the Restaurant that are not approved by Franchisor, Franchisee shall first notify Franchisor in writing requesting approval. Franchisor may withhold such approval for any reason at its sole discretion; however, in order to make such determination, Franchisor may require submission of specifications, information, or samples of such services, products, materials, forms, items, or supplies. Franchisor will advise Franchisee within a reasonable time whether such products, supplies, or services meet its specifications. A charge not to exceed the actual cost of the review may be made by Franchisor and shall be paid by Franchisee. If Franchisor determines that Franchisee fails to meet Franchisor's specifications and standards in connection with the provision of any products or services, including, without limitation, delivery services, Franchisor may permanently or temporarily terminate Franchisee's right to offer such products or services; provided that nothing contained herein shall be deemed a waiver of Franchisor's right to terminate pursuant to Section 18 hereof.

13.4 **Approved Suppliers.** Franchisor and its affiliates reserve the right to approve and/or designate, from time to time, manufacturers, vendors, distributors, suppliers, and producers (collectively referred to herein as "vendors"), terms, and distribution methods for any goods or services (which include, but are not limited to, services, insurance, products, equipment, supplies, and materials). Franchisee shall purchase all goods and services required for the operation of the Restaurant from such approved and/or designated vendors (which may be only one vendor for any given good or service) under terms, in the manner, and from the source designated by Franchisor or any of its affiliates. If Franchisor or any of its affiliates designates such goods and services are to be purchased through approved and/or designated third party distributors, then Franchisee shall purchase such goods and services from such distributors pursuant to the terms and in the manner approved by Franchisor and or its affiliates. Franchisor or any of its affiliates may be a supplier, distributor, or otherwise party to these transactions, and may derive revenue or profit from such transactions. Franchisor and/or any of its affiliates may use such revenue or profit without restriction.

13.5 **Request for Change of Supplier.** In the event Franchisee desires to purchase equipment, products, services, supplies, or materials from manufacturers, suppliers, or distributors other than those previously approved by Franchisor and its affiliates, Franchisee shall, prior to purchasing any such equipment, products, services, supplies, or materials, give Franchisor a written request to change supplier. Franchisor shall notify Franchisee in writing of the approval or rejection of the proposed supplier within a reasonable time after completion of the investigation of the proposed supplier. Franchisor and its affiliates may from time to time inspect any manufacturer's, supplier's, or distributor's facilities and products to assure proper production, processing, storing, and transportation of equipment, products, services, supplies, or materials to be purchased from the manufacturer, supplier, or distributor by Franchisee. Permission for such inspection shall be a condition of the continued approval of such manufacturer, supplier, or distributor. Franchisor and its affiliates may, for any reason whatsoever at its or their sole discretion, elect to withhold approval of the manufacturer, supplier, or distributor; however, in order to make such determination, Franchisor and its affiliates may require that samples from a proposed new supplier be delivered for testing prior to approval and use. A charge not to exceed the actual cost of the test may be made by Franchisor and shall be paid by Franchisee. Franchisee acknowledges that Franchisor and its affiliates are likely to reject Franchisee's request for a new supplier without conducting any investigation if Franchisor and its affiliates already have designated an exclusive manufacturer, supplier or vendor for the equipment, products, services, supplies, or materials proposed to be offered by the new manufacturer, supplier or vendor as permitted in Section 13.4 above.

14. MARKS, TRADE NAMES AND PROPRIETARY INTERESTS

14.1 **Marks.** Franchisee acknowledges that Franchisor and its affiliates have the sole right to license and control Franchisee's use of the Marks and that such Marks shall remain under the sole and exclusive ownership and control of Franchisor and its affiliates. Franchisee acknowledges that it does not acquire any right, title, or interest in the Marks except for the right to use the Marks in operating its Restaurant under this Agreement. Franchisee shall display the Marks prominently at the Restaurant, on packaging and serving materials, and in connection with forms, advertising, and marketing, all in the manner Franchisor prescribes. Franchisee further

agrees that no Marks other than "QUIZNOS" or such other trademarks specified by Franchisor shall be used in the marketing, promotion, identification, or operation of the Restaurant, except with Franchisor's prior written consent. Franchisee may not, either during or after this Agreement's term, use any of the Marks or any similar word, phrase or symbol (i) as part of any domain name or electronic address it maintains on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system or (ii) in any user name, screen name or profile in connection with any social networking Websites such as, but not limited to, LinkedIn®, twitter®, myspace.com®, facebook® or YouTube®, except in accordance with Franchisor's guidelines set forth in the Operations Manual or otherwise in writing from time to time. If Franchisor approves the use of any social networking Websites (such as LinkedIn®, twitter®, myspace.com®, facebook® or YouTube®) in the operation of Franchisee's Restaurant or the posting of messages relating to Franchisee's Restaurant on other Websites, Franchisee will do so only in accordance with Franchisor's guidelines. Franchisor reserves the right to require its approval of any message Franchisee composes for a social networking Website or commentary for any other Website before Franchisee posts such message or commentary.

14.2 **Licensed Methods.** Franchisee hereby acknowledges that one or more of Franchisor's affiliates own and control the distinctive plan for establishing, operating, and promoting Restaurants and all related licensed methods of doing business, previously defined as the Licensed Methods, which include, but are not limited to, recipes, menu items, and cooking methods; technical restaurant equipment standards; order and take-out fulfillment methods; customer relations; marketing techniques; written promotional materials and Operations Manual contents; advertising; and accounting systems; all of which constitute trade secrets of such affiliate(s) and have been licensed to Franchisor, and Franchisee acknowledges that Franchisor and its affiliates have valuable rights in and to such trade secrets. Franchisee further acknowledges that it has not acquired any right, title, or interest in the Licensed Methods, except for the right to use the Licensed Methods in operating the Restaurant, and that any and all innovations, additions, or improvements made to the Licensed Methods, even if by Franchisee, shall belong to Franchisor and its affiliates.

14.3 **Trademark Infringement.** Franchisee agrees to notify Franchisor in writing of any possible infringement of a Mark or use by others of a trademark confusingly similar to the Marks coming to its attention. Franchisee acknowledges that Franchisor and its affiliates shall have the sole right to determine whether any action will be taken in response to any possible infringement or illegal use and to control any action taken. Franchisee agrees to fully cooperate with Franchisor and its affiliates in any litigation or other action.

14.4 **Franchisee's Business Name.** Franchisee acknowledges that Franchisor and its affiliates have a prior and superior claim to the QUIZNOS trade name. Franchisee shall not use the word "QUIZNOS" in the legal name of its corporation, partnership, or any other business entity. Franchisee also agrees not to register or attempt to register a trade name using the word "QUIZNOS" or any portion thereof in Franchisee's name or that of any other person or business entity.

14.5 **Change of Marks.** In the event Franchisor decides to modify or discontinue use of any proprietary Marks, or to develop additional or substitute marks, Franchisee shall, within a reasonable time after receipt of written notice, take such action, at Franchisee's sole expense, necessary to comply with such modification, discontinuation, addition, or substitution. Franchisor and its affiliates need not reimburse Franchisee for its direct expenses of changing the Restaurant's signs, for any loss of revenue due to any modified or discontinued Mark, or for its expenses of promoting a modified or substitute trademark or service mark.

15. REPORTS, RECORDS AND FINANCIAL STATEMENTS

15.1 **Franchisee Reports/Bookkeeping Services.**

(a) Franchisee must use Franchisor's designated bookkeeping services vendor, (the "**Service Provider**") to provide certain accounting and bookkeeping services (collectively "**Bookkeeping Services**") to the Restaurant and for payroll services. Franchisee agrees to comply with all requirements Franchisor prescribes with regard to said services. The Bookkeeping Services do not include cash management or payroll services. Franchisor reserves the right to designate different Service Providers for various portions of the Bookkeeping Services and payroll services.

At a minimum, the Service Provider will provide the following Bookkeeping Services on a monthly basis for the Restaurant: Profit and Loss Statement; Bank Reconciliation; and such other services as Franchisor may reasonably require from time to time. The Service Provider will review all period-end financial information before issuance.

(b) In order for a Service Provider to provide the most timely and useful information to the Restaurant, it is essential that the Service Provider receive information from Franchisee as soon as possible after the applicable accounting period closes. Each week, in accordance with Franchisor's procedures, Franchisee agrees to submit to the Service Provider completed Profit Planners worksheets; payroll changes and current hours worked; bank statements; manual check stubs with invoice copies; invoices to be paid; and any other documents required to properly record all transactions affecting the Restaurant's financial activity.

(c) Franchisor currently requires Franchisee to enter into a contractual relationship directly with the Service Provider for Bookkeeping Services. In the future, Franchisor may require Franchisee to obtain Bookkeeping Services through Franchisor. In such event, Franchisee shall pay to Franchisor the sum of Seventy-Five Dollars (\$75) per week for Bookkeeping Services, due and payable at the same time and in the same manner as Royalties. Upon receipt of the approved income statement each month, Franchisor will pay to the Service Provider from the fees collected from Franchisee the sum of \$70 for each week covered by the income statement. Franchisor will retain from such sums and for its own account (for services rendered) an amount equal to \$5 multiplied by the number of weeks covered by the approved income statement. Franchisor may increase the fee after twelve (12) months following the date the Restaurant commences operations, and thereafter annually, to an amount equal to the market rate for similar services as determined by Franchisor.

(d) If Franchisee fails to (i) submit Restaurant-related items when required pursuant to this Section, or (ii) pay fees due to Franchisor for these services, Franchisor shall have the right to terminate the Agreement as provided in Section 18.2. Franchisor also shall have the separate and independent right to terminate Bookkeeping Services upon ninety (90) days' written notice to Franchisee.

(e) Franchisee shall provide to Franchisor financial and accounting reports in the manner and form Franchisor requires (including, without limitation, electronically), including:

(i) Weekly summary reports, submitted by no later than the Due Date each week (defined in Section 5.3) and containing information relative to the previous weekly reporting period operations;

(ii) Any other data, information, and supporting records reasonably requested by Franchisor from time to time (including, without limitation, daily and weekly reports of product sales by category);

(iii) By the end of each month, an income statement of Franchisee's Restaurant for the prior month and for the fiscal year to date, prepared in accordance with generally accepted accounting principles ("GAAP") consistently applied, in Franchisor's recommended format;

(iv) By July 15 and January 15 of each calendar year, reports on the status of any loans outstanding as of the previous June 30 and December 31, respectively, for which the Restaurant or any of the Restaurant's equipment is collateral. Franchisee also must deliver to Franchisor, within five (5) days after receipt, copies of any default notices received by Franchisee from any of its lenders. Franchisee agrees that Franchisor or its affiliates may contact Franchisee's bank, other lenders, and vendors to obtain information regarding the status of Franchisee's loan(s) and account(s) (including, without limitation, payment histories and any defaults), and Franchisee hereby authorizes its bank, other lenders, and vendors to provide such information to Franchisor and its affiliates; and

(v) Within ninety (90) days after the end of Franchisee's fiscal year, which shall be the calendar year, an income statement and balance sheet of Franchisee's Restaurant for such fiscal year (reflecting all year-end adjustments) and a statement of changes in cash flow of the Restaurant, prepared in accordance with GAAP consistently applied and in Franchisor's recommended format. Franchisor reserves the right to require that Franchisee has reviewed financial statements prepared on an annual basis.

15.2 **Financial Records Use and Access.** Franchisor reserves the right to disclose financial and accounting data received from Franchisee or otherwise available to Franchisor. Franchisor reserves the right to require that Franchisee install and maintain a telephone modem and dedicated line at the Restaurant which Franchisor or its authorized representatives may access to obtain sales information and data of the Systems (defined in Section 6.6), and Franchisee agrees to cooperate with Franchisor's procedures regarding the System. With respect to the operation and financial condition of the Restaurant, Franchisee agrees to furnish the

required financial and accounting reports in the form prescribed by Franchisor, which may include, without limitation, computer diskette, electronic mail, and facsimile transmission.

15.3 **Books and Records/Maximum Borrowing Commitment.** Franchisee shall maintain all books and records for its Restaurant in accordance with GAAP consistently applied and preserve such records, including cash register tapes, shift reports, weekly operating summaries, and sales tax returns, for at least three (3) years after the fiscal year to which they relate. Franchisee shall maintain all books and records for the Restaurant separate from any other businesses operated by Franchisee.

Franchisee acknowledges and agrees that Franchisor may from time to time designate the maximum amount of debt that the Restaurant may service. Franchisee shall not borrow in excess of this maximum allowed debt without Franchisor's prior written consent.

15.4 **Audit of Books and Records.** Franchisee shall permit Franchisor or its representatives (including Franchisor's affiliates) to inspect and audit the books, records, and other information of the Restaurant at any reasonable time, and at or away from the Franchised Location, at Franchisor's or its affiliate's expense. Franchisor and its affiliates may collect the Restaurant's books, records, and other information for review in any form or manner they reasonably determine, including, without limitation, requiring Franchisee to send documents to Franchisor's offices. If any audit discloses a deficiency in amounts owed to Franchisor, then such amounts shall become immediately payable to Franchisor by Franchisee, with interest from the date such payments were due at the lesser of two percent (2%) per month or the maximum commercial contract interest rate allowed by law. In addition, if such audit discloses that the Gross Sales of the Restaurant have been understated by two (2%) or more during the audit period, Franchisee shall pay all reasonable costs and expenses that Franchisor or its affiliates incurred in connection with such audit.

16. TRANSFER

16.1 **Transfer by Franchisee.** Franchisee agrees that the rights and duties created by this Agreement are personal to Franchisee (or its shareholders, partners, members, or owners, if Franchisee is a corporation, partnership, limited liability company, or other business entity) and that Franchisor has entered into this Agreement in reliance upon Franchisor's perceptions of the individual or collective character, skill, aptitude, attitude, business ability, and financial capacity of Franchisee (or its shareholders, partners, members, or owners). Accordingly, without Franchisor's prior written consent, which will not be unreasonably withheld, neither this Agreement (or any interest in this Agreement), any part or all of the ownership of Franchisee, nor the Restaurant or all or a substantial portion of its assets may be transferred. Any unauthorized transfer is a breach of this Agreement, void, and of no effect. As used in this Agreement, the term "**transfer**" includes Franchisee's (or an owner's) voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition of any interest in: (1) this Agreement; (2) the Franchisee entity; (3) the Restaurant governed by this Agreement; or (4) all or a substantial portion of the assets of the Restaurant. It also includes an assignment of day-to-day operational responsibilities for the Restaurant pursuant to an operating agreement or otherwise. A transfer of the Restaurant's ownership, possession, or control, or all or a substantial

portion of its assets, may be made only with a transfer of this Agreement. In addition, Franchisee may not assign or pledge this Agreement or an ownership interest in Franchisee (other than to Franchisor) as additional security for any loans or other financing.

16.2 **Pre-Conditions to Franchisee's Transfer.** Franchisee agrees that there may be no transfers before the Restaurant has opened for business. Franchisor shall not be obligated to approve a proposed transfer unless Franchisor determines that Franchisee (and its owners) is in full compliance with this Agreement and all other franchise agreements with Franchisor. The proposed transferee and its owners must be individuals of good moral character and otherwise meet Franchisor's then applicable standards for franchisees.

If the proposed transfer is of this Agreement and the Restaurant, day-to-day operational responsibilities for the Restaurant, or a controlling interest in Franchisee, or is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement and the Restaurant or a controlling interest in Franchisee, all of the following conditions must be met before or concurrently with the effective date of the transfer: (a) All amounts due and owing pursuant to this Agreement or otherwise (including under another franchise agreement) by Franchisee (or any other legal entity in which Franchisee, or one of its owners with at least a twenty-five percent (25%) ownership interest in Franchisee, is an owner) to Franchisor, its affiliates, or third parties whose debts or obligations Franchisor has guaranteed on behalf of Franchisee, if any, are paid in full; Franchisee has submitted all required reports and statements; and Franchisee has not violated any provision of this Agreement, the Restaurant's lease, or any other agreement with Franchisor and its affiliates (including another franchise agreement) during both the sixty (60) day period before Franchisee requested Franchisor's consent to the transfer and the period between Franchisee's request and the effective date of the transfer; (b) the proposed transferee agrees to operate the Restaurant as a QUIZNOS Restaurant, signs the then-current form of franchise agreement, the provisions of which may differ materially from any and all of those contained in this Agreement, passes an English competency and other required tests and satisfactorily completes the initial training program; (c) Franchisee provides written notice to Franchisor at least thirty (30) days prior to the proposed effective date of the transfer and includes information reasonably detailed to enable Franchisor to evaluate the terms and conditions of the proposed transfer, which at a minimum includes a written offer from the proposed transferee; (d) the proposed transferee provides information to Franchisor sufficient for Franchisor to assess the proposed transferee's business experience, aptitude, and financial qualification, and Franchisor approves the proposed transferee as a franchisee; (e) neither the transferee nor its owners or affiliates have an ownership interest in, or perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for, a Competitive Business (defined in Section 20.1); (f) the proposed transferee agrees to renovate, refurbish, remodel, or replace, at its own cost, the real and personal property and equipment used in operating the Restaurant within the timeframe specified by Franchisor in order to comply with Franchisor's and its affiliates' then current image, standards of operation, and performance capability; (g) Franchisee's landlord allows Franchisee to transfer the Restaurant's lease to the transferee; (h) if Franchisee or its owners finance any part of the purchase price, such financing, together with any third-party financing, either does not exceed the maximum debt limits or debt service limits established by Franchisor for the Restaurant or, to the extent it does exceed such maximum debt limits, the excess portion of such financing is not

secured by the Restaurant or its assets. Franchisee and/or its owners further agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Restaurant are subordinate to the transferee's obligation to pay fees and other amounts due to Franchisor and its affiliates and otherwise to comply with this Agreement; (i) Franchisee, its owners and guarantors execute a non-disparagement agreement and general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor, its affiliates, and their respective shareholders, officers, directors, employees, and agents; (j) Franchisee, its owners and guarantors abide by all post-termination covenants, including, without limitation, the covenant not to compete set forth in Section 20.3; and (k) if Franchisee is an individual transferring this Agreement and the Restaurant to an entity wholly-owned by Franchisee, Franchisee agrees both to remain personally responsible for the entity's performance of its obligations under this Agreement and to continue to comply personally with all obligations under this Agreement. Neither the transferee nor its owners may, without Franchisor's prior written consent, take over possession of the Restaurant until the transfer process has been completed. Franchisee acknowledges and agrees that Franchisor may, but shall not be required to, release one or more guarantors of Franchisee's obligations upon transfer.

If Franchisor approves the proposed transfer, Franchisee or the proposed transferee will pay Franchisor a transfer fee in an amount equal to fifty percent (50%) of the then-current Initial Franchise Fee for the type of Restaurant being transferred, which fee is required to cover Franchisor's reasonable expenses related to the transfer, including training; provided, however, that no transfer fee will be charged (and Franchisor's right of first refusal will not apply) for a transfer by Franchisee to an entity wholly-owned by Franchisee, between owners of a Franchisee entity, or to a spouse of Franchisee (or owner of the Franchisee) upon the death or disability of Franchisee (or the owner) so long as the transfer does not result in a change of control of the Franchisee.

A person will be deemed to have a controlling interest in Franchisee if that person has the right to vote twenty-five percent (25%) or more of the voting securities or other forms of ownership interest of a corporation, partnership, or other form of entity, or is entitled to receive twenty-five percent (25%) or more of the net profits of any such entity, or is otherwise able to direct or cause the direction of that entity's management or policies.

16.3 Franchisor's Approval of Transfer. Franchisor has thirty (30) days from the date of the written notice to approve or disapprove, in writing, Franchisee's proposed transfer (assuming the conditions specified in Section 16.2 above have been satisfied). Franchisee acknowledges that the proposed transferee shall be evaluated by Franchisor based on the same criteria as those currently being used to assess new franchisees and that the proposed transferee shall be provided with such disclosures required by applicable law. Franchisor may review all information regarding the Restaurant that Franchisee gives the transferee, and Franchisor may give the transferee copies of any reports that Franchisee has given Franchisor or Franchisor has made regarding the Restaurant.

16.4 Right of First Refusal. Franchisee grants to Franchisor a thirty (30) day right of first refusal to purchase such rights, interest, or assets on the same terms and conditions as are contained in the written notice set forth in Section 16.2(c); provided, however, the following

additional terms and conditions shall apply: (a) the right of first refusal will be effective for each proposed transfer, and any material change in the terms or conditions of the proposed transfer shall be deemed a separate offer for which Franchisor shall have a new thirty (30) day right of first refusal; (b) the thirty (30) day right of first refusal period will run concurrently with the period in which the Franchisor has to approve or disapprove the proposed transferee; (c) if the consideration or manner of payment offered by a proposed transferee is such that Franchisor cannot reasonably be expected to furnish the same, then Franchisor may purchase the interest proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by Franchisor, whose determination will be binding upon the parties; all expenses of the appraiser shall be paid for equally by Franchisor and Franchisee; and, despite subparagraph (b), Franchisor will have fifteen (15) days after determination of the cash consideration to exercise its right of first refusal; and (d) if Franchisor chooses not to exercise its right of first refusal, Franchisee shall be free to complete the transfer subject to compliance with Sections 16.2 and 16.3. Franchisor has the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section.

16.5 **Transfer by Franchisor.** Franchisee represents that it has not signed this Agreement in reliance on any shareholder, member, director, officer, or employee remaining with Franchisor in that capacity. Franchisor may change its ownership or form and/or assign this Agreement and any other agreement without restriction. After Franchisor's assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, Franchisor no longer will have any performance or other obligations under this Agreement.

16.6 **Franchisee's Death or Disability.** Upon the death or permanent disability of Franchisee (or an individual controlling a Franchisee entity), the personal representative of such person shall transfer Franchisee's interest in this Agreement or such interest in the Franchisee entity to an approved third party. Such disposition of this Agreement or such interest (including, without limitation, transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed one hundred twenty (120) days from the date of death or permanent disability (unless extended by probate proceedings), and shall be subject to all terms and conditions applicable to transfers contained in this Section 16; provided, however, that for purposes of this Section, there shall be no transfer fee charged by Franchisor. Failure to transfer the interest within said period of time shall constitute a breach of this Agreement. The term "**permanent disability**" shall mean a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent Franchisee (or an owner controlling a Franchisee entity) from supervising the management and operation of the Restaurant for a period of one hundred twenty (120) days from the onset of such disability, impairment, or condition. In any event, the Restaurant shall at all times be managed by a Designated Manager who has complied with all of Franchisor's training requirements, regardless of any death or permanent disability covered by this Section.

17. TERM AND RENEWAL

17.1 **Term.** The primary term of this Agreement is for a period of fifteen (15) years from the Effective Date, unless sooner terminated pursuant to the terms of this Agreement.

17.2 **Renewal.** At the end of the primary term, Franchisee shall have the option to renew its franchise rights for an additional fifteen (15) year term, so long as Franchisee:

(a) Has complied with all provisions of this Agreement during the primary term, including the payment on a timely basis of all Royalties and other fees. "**Compliance**" shall mean, at a minimum, that Franchisee has not received written notification from Franchisor of a breach more than four (4) times during the primary term;

(b) Is not in default or under notification of breach of this Agreement at the time it gives notice under Section 17.3;

(c) Agrees to upgrade and remodel the Restaurant at Franchisee's sole expense (the necessity of which shall be at Franchisor's option) to conform with the then-current Operations Manual requirements;

(d) Executes (together with its owners and guarantors) a non-disparagement agreement and general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates and their respective shareholders, officers, directors, employees, and agents arising out of or relating to this Agreement or the parties' relationship; and

(e) Executes Franchisor's then-current form of Franchise Agreement, any and all of the terms of which may differ materially from those in this Agreement, including terms changing the Royalty and other fee amounts; provided that Franchisee shall not be required to pay a new Initial Franchise Fee.

17.3 **Exercise of Renewal.** Franchisee may exercise its option to renew by giving written notice of such exercise to Franchisor not more than one (1) year nor less than one hundred eighty (180) days prior to the expiration of the primary term. Franchisee must also pay a One Thousand Dollar (\$1,000) renewal fee to Franchisor concurrently with the execution of the then-current Franchise Agreement to cover Franchisor's expenses related to reviewing Franchisee's operations and approving the renewal. If Franchisee fails to comply with any of the conditions listed above (other than execution of the new Franchise Agreement or payment of the renewal fee), Franchisor shall give notice to that effect to Franchisee no later than ninety (90) days before expiration of the primary term.

18. DEFAULT AND TERMINATION

18.1 **Termination by Franchisee.** Franchisee shall have the right to terminate this Agreement if Franchisor materially fails to comply with this Agreement and fails to cure its default within thirty (30) days after delivery of written notice of the default from Franchisee. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such thirty (30) day period and Franchisor has commenced and is continuing to make good faith efforts to cure the breach, Franchisor shall be given an additional reasonable period of time to cure the same, and this Agreement shall not terminate. Any termination by Franchisee other than in accordance with this Section will be deemed a termination by Franchisee without cause.

18.2 **Termination by Franchisor - Effective Upon Notice.** Franchisor shall have the right, at its option, to terminate this Agreement and all rights granted Franchisee, without affording Franchisee any opportunity to cure any default (subject to any state laws to the contrary, in which case state law shall prevail), effective upon delivery to Franchisee of a termination notice, upon the occurrence of any of the following events:

(a) **Unauthorized Opening.** If Franchisee begins operating the Restaurant without having obtained Franchisor's prior written consent, as required in Section 6.8;

(b) **Unauthorized Disclosure.** If Franchisee or any person under Franchisee's control intentionally or negligently discloses to any unauthorized person, or copies or reproduces, the contents or any part of the Operations Manual or any other trade secrets or confidential information of Franchisor or its affiliates;

(c) **Fraud or Conduct Which Adversely Impair the Marks.** If Franchisee commits fraud in connection with the purchase or operation of the Restaurant or otherwise engages in conduct that, in the sole judgment of Franchisor, impairs or may impair the goodwill associated with the Marks or otherwise subjects the Marks or the QUIZNOS system to ridicule, scandal, reproach, scorn or indignity;

(d) **Abandonment.** If Franchisee ceases to operate the Restaurant or otherwise abandons the Restaurant for a period of five (5) consecutive days, or Franchisee indicates an intent to permanently discontinue operation of the Restaurant, unless and only to the extent that full operation of the Restaurant is suspended or terminated due to fire, flood, earthquake, or other similar causes beyond Franchisee's control and not related to the availability of funds to Franchisee;

(e) **Insolvency; Assignments.** If Franchisee becomes insolvent or is adjudicated as bankrupt; or any action is taken by Franchisee, or by others against Franchisee, under any insolvency, bankruptcy, or reorganization act (this provision might not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.); or if Franchisee makes an assignment for the benefit of creditors; or a receiver is appointed for Franchisee;

(f) **Unsatisfied Judgments; Levy; Foreclosure.** If any material judgment (or several judgments which in the aggregate are material) is obtained against Franchisee and remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against Franchisee's business or any of the property used in operating the Restaurant and is not discharged within five (5) days; or if the real or personal property of Franchisee's business shall be sold after levy by any sheriff, marshal, or constable;

(g) **Criminal Conviction.** If Franchisee (or any of its Bound Parties, as defined in Section 20.1) is convicted of, or pleads no contest or guilty to, a felony, a crime involving moral turpitude, or any crime or offense reasonably likely, in the sole opinion of Franchisor, to materially and unfavorably affect the Licensed Methods, Marks, and associated goodwill and reputation;

(h) **Failure to Make Payments.** If Franchisee (or any other legal entity in which Franchisee, or one of its owners with at least a twenty-five percent (25%) ownership interest in Franchisee, is an owner) fails to pay any amounts due Franchisor or its affiliates within ten (10) days after delivery of notice that such fees or amounts are overdue;

(i) **Financial Reporting.** If Franchisee intentionally underreports Gross Sales in any amount or negligently underreports Gross Sales by five percent (5%) or more during any reporting period;

(j) **Failure to Complete Training or Open.** If Franchisee (or its Managing Owner or Designated Manager) is discovered to be cheating at the initial training program or fails to complete the initial training program to Franchisor's satisfaction or to commence operations of the Restaurant within the required time period;

(k) **Misuse of Marks.** If Franchisee misuses or fails to follow Franchisor's directions and guidelines concerning use of the Marks and fails to correct the misuse or failure within ten (10) days after delivery of notice from Franchisor;

(l) **Repeated Noncompliance.** If Franchisee has received three (3) notices of default from Franchisor within a twelve (12) month period, regardless of whether the defaults were cured by Franchisee;

(m) **Right to Possession of Property.** If Franchisee loses the right to occupy the Restaurant's premises because of its default under the lease or sublease or defaults under any agreement related to use or operation of the Restaurant;

(n) **Unauthorized Transfer.** If Franchisee sells, transfers, or otherwise assigns the franchise, an interest in the franchise or Franchisee entity, this Agreement, the Restaurant, or a substantial portion of the assets of the Restaurant without complying with the provisions of Section 16;

(o) **Termination of Other Franchise Agreement.** If Franchisor or any of its affiliates issues a notice of termination with respect to any other franchise agreement between Franchisor or any such affiliate and Franchisee (or any other legal entity in which Franchisee, or one of its owners with at least a twenty-five percent (25%) ownership interest in Franchisee, is an owner) governing the operation of another QUIZNOS Restaurant;

(p) **Loan Default.** If Franchisee commits a default under any loan from or equipment lease with Franchisor, its affiliates, or a third party and fails to cure that default by the date specified by the lender or equipment lessor; or

(q) **Unsafe or Unsanitary Conditions.** If Franchisee creates or allows to exist any condition in or at the Restaurant, or on or about the Restaurant's premises, which Franchisor reasonably believes presents health or safety concerns for the Restaurant's customers or employees.

18.3 **Termination by Franchisor - Thirty Days Notice.** Franchisor shall have the right to terminate this Agreement (subject to any state laws to the contrary, in which case state law shall prevail), effective upon delivery of thirty (30) days' prior written notice to Franchisee, if Franchisee breaches any other provision of this Agreement, including, but not limited to, if Franchisee fails to comply with the Operations Manual, and fails to cure the default during such thirty (30) day period. In that event, this Agreement will terminate without further notice to Franchisee, effective upon expiration of the thirty (30) day period. Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot reasonably be cured within such thirty (30) day period and Franchisee has commenced and is continuing to make good faith efforts to cure the breach, Franchisee shall be given an additional reasonable period of time to cure the same, and this Agreement shall not terminate.

18.4 **Non-Compliance Charge.** In addition to its other rights and remedies, Franchisor may charge Franchisee a non-compliance charge in an amount up to two hundred fifty dollars (\$250) per violation by Franchisee of any term or condition of this Agreement, including, without limitation, failure to pay (or to have adequate amounts available for electronic transfer of) amounts owed Franchisor or its affiliates or failure to timely provide required reports. This fee may be changed or eliminated by Franchisor.

18.5 **Failure to Comply with Reporting Requirements.** If Franchisee fails to prepare and submit any statement or report required under Section 15, then Franchisor shall have the right to treat Franchisee's failure as good cause for termination of this Agreement. In addition to all other remedies available to Franchisor, in the event that Franchisee fails to prepare and submit any statement or report required under Section 15 for two (2) consecutive reporting periods, Franchisor shall be entitled to make an audit, at the expense of Franchisee, of Franchisee's books, records, and accounts, including Franchisee's bank accounts. The statements or reports not previously submitted shall be prepared by or under the direction and supervision of an independent certified public accountant selected by Franchisor. In addition to its other rights and remedies, if Franchisee fails to comply with the reporting requirements under Section 15, Franchisor shall have the right to collect, in addition to the non-compliance charge, all fees due hereunder, including Royalty, Marketing and Promotion Fee, and Regional Advertising Fee, which shall be calculated based on assumed Gross Sales of Ten Thousand Dollars (\$10,000) for the first week in which Franchisee fails to comply with such reporting requirements. If Franchisee continues to fail to comply with such reporting requirements, the amount of assumed Gross Sales shall be increased by ten percent (10%) each week thereafter for purposes of calculating fees due hereunder, provided that any amounts will be reconciled and adjusted as needed when Franchisor receives actual Gross Sales amounts.

18.6 **Right to Repurchase.** Upon expiration or termination of this Agreement for any reason, Franchisor shall have the option to purchase the Restaurant, or a portion of the assets of the Restaurant (including any furniture, fixtures, equipment and improvements), which may include, at Franchisor's option, all of Franchisee's leasehold interest in and to the real estate upon which the Restaurant is located, but not including any other interest in real property. The purchase price for the assets to be transferred will be thirty percent (30%) of the Gross Sales of the Restaurant during the twelve (12) calendar months immediately preceding the date of termination or expiration and will be adjusted by setting off and reducing the purchase price by

any amount then owing by Franchisee to Franchisor or its affiliates and any amounts paid by Franchisor to cure Franchisee's defaults with third parties such as landlords (the decision to pay such cure amounts to be the sole decision of Franchisor) in order to continue operating the Restaurant. The following additional terms shall apply to Franchisor's exercise of this option:

(a) Franchisor's option shall be exercisable by providing Franchisee with written notice of its intention to exercise the option no later than seven (7) days following the effective date of termination, in the case of termination (unless Franchisee terminates without notice or Franchisee terminates for cause, in which case Franchisor shall have thirty (30) days after receipt of actual notice of the termination or such additional time as is reasonably necessary given the circumstances), or at least thirty (30) days prior to the expiration of the term of the franchise, in circumstances where no renewal is granted;

(b) Franchisor and Franchisee agree that the terms and conditions of this right and option to purchase may be recorded, if deemed appropriate by Franchisor, in the real property records, and Franchisor and Franchisee further agree to execute such additional documentation as may be necessary and appropriate to effectuate such recording;

(c) The closing for the purchase will take place no later than sixty (60) days after delivery to Franchisee of written notice of Franchisor's exercise of its option. Franchisor has the unrestricted right to assign this option to purchase at any time to a third party, who then will have the rights described in this Section. Franchisor will pay the purchase price in full at the closing or, at its option, in twenty-four (24) equal consecutive monthly installments, with interest at a rate equal to the prime lending rate as of the closing at Franchisor's primary bank. Franchisee must sign all documents of transfer reasonably necessary for purchase of the Restaurant by Franchisor or the third party assignee, which documents shall include all customary representations and warranties from Franchisee as to ownership and condition of, and title to, the assets of the Restaurant being transferred. All assets must be transferred free and clear of all liens and encumbrances, with all sales and transfer taxes paid by Franchisee. Franchisee and its owners further agree to sign general releases, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates and their respective shareholders, officers, directors, employees, agents, successors, and assigns; and

(d) Franchisee agrees that it shall be obligated to operate the Restaurant, according to this Agreement's terms, during the period in which Franchisor or the third party assignee is deciding whether to exercise its option to purchase and until the closing takes place, and that a condition to closing is that the Restaurant has remained open during that time period. Franchisor or the third party assignee may decide not to exercise its option to purchase at any time before closing if it determines that any of the conditions noted above have not been or cannot be satisfied.

In the event Franchisor or a third party designee does not exercise its right to repurchase Franchisee's Restaurant as set forth above, and Franchisee decides to keep, or sell to a third party, any or all of the physical assets of the Restaurant, Franchisee must first remove all Marks from the assets in a manner approved in writing by Franchisor.

18.7 **Obligations of Franchisee Upon Termination or Expiration.** Franchisee is obligated upon termination or expiration of this Agreement to immediately:

(a) Pay all Royalties and other amounts then owed Franchisor or its affiliates pursuant to this Agreement or otherwise;

(b) Cease identifying itself as a QUIZNOS franchisee and cease using any Marks, trade secrets, signs, symbols, devices, trade names, or other materials of Franchisor and its affiliates;

(c) Immediately cease to identify the Franchised Location as being, or having been, associated with Franchisor and immediately cease using the Marks and Licensed Methods;

(d) Deliver to Franchisor all signs, sign-faces, advertising materials, forms, and other materials bearing any of the Marks or otherwise identified with Franchisor;

(e) Immediately deliver to Franchisor the Operations Manual and all other information, documents, and copies which are proprietary to Franchisor and its affiliates;

(f) If applicable, immediately (i) cease using or operating any Websites or other online presences or electronic mediums, including, but not limited to, social networking websites (such as LinkedIn®, twitter®, myspace.com®, facebook® or YouTube®), related to Franchisee's Restaurant or the Marks, (ii) take any action as may be required to disable such Websites or social networking Website accounts, and (iii) cancel all rights in and to any accounts for such Websites;

(g) Promptly take such action required to cancel all fictitious or assumed name or equivalent registrations relating to its use of any Marks or, at the option of Franchisor, assign the same to Franchisor or its designee;

(h) Notify the telephone company and all telephone directory publishers of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified, or other telephone directory listings associated with any Mark and authorize their transfer to Franchisor or its designee. Franchisee acknowledges that, as between Franchisee and Franchisor, Franchisor has the sole rights to and interest in all telephone, telecopy, or facsimile machine numbers and directory listings associated with any Mark. Franchisee authorizes Franchisor, and hereby appoints Franchisor and any of its officers as Franchisee's attorney-in-fact, to direct the telephone company and all telephone directory publishers to transfer any telephone, telecopy, or facsimile machine numbers and directory listings relating to the Restaurant to Franchisor or its designee, should Franchisee fail or refuse to do so, and the telephone company and all telephone directory publishers may accept such direction or this Agreement as conclusive of Franchisor's exclusive rights in such telephone numbers and directory listings and Franchisor's authority to direct their transfer; and

(i) Abide by all restrictive covenants set forth in Section 20 of this Agreement.

18.8 **State and Federal Law.** THE PARTIES ACKNOWLEDGE THAT, IN THE EVENT THAT THE TERMS OF THIS AGREEMENT REGARDING TERMINATION OR EXPIRATION ARE INCONSISTENT WITH APPLICABLE STATE OR FEDERAL LAW, SUCH LAW SHALL GOVERN FRANCHISEE'S RIGHTS REGARDING TERMINATION OR EXPIRATION OF THIS AGREEMENT.

18.9 **Assumption of Management.** Franchisor has the right (but not the obligation), under the circumstances described below, to enter the Restaurant and assume the Restaurant's management (or to appoint a third party to assume its management) for any time period it deems appropriate. If Franchisor (or a third party) assumes the Restaurant's management, Franchisee must pay Franchisor (in addition to the Royalty and Marketing and Promotion Fee) three percent (3%) of the Restaurant's Gross Sales, plus Franchisor's (or the third party's) direct out-of-pocket costs and expenses, during this time. If Franchisor (or a third party) assumes the Restaurant's management, Franchisee acknowledges that Franchisor (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its owners for any debts, losses, or obligations the Restaurant incurs, or to any of Franchisee's creditors for any supplies or services the Restaurant purchases, while Franchisor (or the third party) manages it.

Franchisor (or a third party) may assume the Restaurant's management under the following circumstances:

- (a) if Franchisee abandons the Restaurant; or
- (b) if Franchisee fails to comply with any provision of this Agreement and does not cure the failure within the time period Franchisor specifies in its notice to Franchisee.

The exercise of Franchisor's rights under subparagraphs (a) or (b) will not affect Franchisor's right to terminate this Agreement.

19. BUSINESS RELATIONSHIP

19.1 **Independent Businesspersons.** The parties agree that each of them is an independent businessperson, their only relationship is by virtue of this Agreement, and no fiduciary relationship is created under this Agreement. Neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business. Franchisor and Franchisee agree that neither of them will hold themselves out to be the agent, employer, or partner of the other and that neither of them has the authority to bind or incur liability on behalf of the other (unless expressly provided in this Agreement).

19.2 **Payment of Third Party Obligations.** Franchisor shall have no liability for Franchisee's obligations to pay any third parties, including, without limitation, any product vendors, or for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes levied upon Franchisee, Franchisee's property, the Restaurant, or Franchisor in connection with the sales made or business conducted by Franchisee (except any taxes Franchisor is required by law to collect from Franchisee with respect to purchases from

Franchisor and Franchisor's income taxes). Franchisee must reimburse Franchisor for any taxes that Franchisor must pay to any state taxing authority on account of either Franchisee's operation or payments that Franchisee makes to Franchisor.

19.3 **Indemnification.** Franchisee agrees to indemnify, defend, and hold harmless Franchisor and its affiliates, and their respective members, managers, shareholders, directors, officers, employees, agents, successors, and assignees (the "**Indemnified Parties**"), against, and to reimburse them for, all claims, obligations, and damages described in this Section 19.3, any and all third party obligations described in Section 19.2, and any and all claims and liabilities directly or indirectly arising out of the operation of the Restaurant, the use of the Marks and Licensed Methods in any manner, or the Lease for the Franchisees location, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party's negligence or willful misconduct, unless (and then only to the extent that) the claims and liabilities are determined to be caused solely by the Indemnified Party's gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages, and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including, without limitation, reasonable accountants', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses. Each Indemnified Party shall have the right to defend any such claim against it at Franchisee's expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

20. RESTRICTIVE COVENANTS

20.1 **Non-Competition During Term.** Franchisee acknowledges that, in addition to the license of the Marks, Franchisor also has licensed commercially valuable information which comprises the Licensed Methods, including, without limitation, operations, marketing, advertising, and related information and materials, and that the value of this information arises not only from the time, effort, and money which went into its compilation but also from the usage by all franchisees. Franchisee therefore agrees that, other than the Restaurant, neither Franchisee nor any of Franchisee's officers, directors, shareholders, members, partners or other owners, nor any spouse or other immediate family members of Franchisee or any of these individuals (collectively, "**Bound Parties**"), shall during the term of this Agreement:

(a) have any direct or indirect interest as a disclosed or beneficial owner in a "Competitive Business," as defined below, wherever located or operating;

(b) perform services as a director, officer, manager, employee, consultant, representative, agent, or otherwise for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any business related to the Restaurant, Franchisor's business, or any other QUIZNOS franchisee by direct inducement or otherwise, or divert or attempt to divert the employment of any employee of Franchisor, any of its affiliates, or another franchisee, to any Competitive Business; or

(d) directly or indirectly solicit or employ any person who is employed by Franchisor, any of Franchisor's affiliates, or another franchisee without obtaining the employer's prior written consent.

The term "**Competitive Business**," as used in this Agreement, shall mean any business operating, or granting franchises or licenses to others to operate, a restaurant or other food service business deriving more than ten percent (10%) of its gross receipts, excluding gross receipts relating to the sale of alcoholic beverages, from the sale of submarine, hoagie, hero-type, and/or other sandwiches (other than another QUIZNOS Restaurant operated by Franchisee); provided, however, neither Franchisee nor the other Bound Parties shall be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent five percent (5%) or less of that class of securities issued and outstanding. Franchisee agrees that nothing in this Section 20 shall be construed to grant Franchisee any protected territory.

20.2 **Branded Business.** During the term of this Agreement, neither Franchisee nor any other Bound Party will operate, directly or indirectly, any Branded Business within a one-quarter ($\frac{1}{4}$) mile radius of the Restaurant without the written consent of Franchisor. The term "**Branded Business**" means any business marketed by a franchisor or chain under a locally, regionally, or nationally known or registered trademark or service mark.

20.3 **Post-Termination Covenant Not to Compete.** For a period of two (2) years from the effective date of termination or expiration of this Agreement for any reason, or the date on which Franchisee and all other Bound Parties begin to comply with this Section, whichever is later, neither Franchisee nor any other Bound Party shall have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative, agent, or in any other capacity in any Competitive Business located or operating within a five (5) mile radius of the former Franchised Location (including at the former Franchised Location) or within a five (5) mile radius of any other QUIZNOS Restaurant existing on the later of the effective date of termination or expiration of this Agreement or the date on which Franchisee and all other Bound Parties begin to comply with this Section. The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Franchisee and the other Bound Parties expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

20.4 **Additional Remedies for Breach.** In addition to any other remedies or damages allowed under this Agreement, if Franchisee breaches the covenants set forth in Sections 20.1, 20.2, or 20.3, Franchisee shall pay Franchisor a fee equal to Franchisor's then-current initial franchise fee for each Competitive Business or Branded Business opened in violation of the covenants, plus eight percent (8%) of such Business's gross sales until expiration of the noncompetition period set forth in Section 20.3.

20.5 **Confidentiality of Proprietary Information.** Franchisee shall treat, and shall ensure that the Bound Parties treat, all information it receives which comprises the Licensed Methods (including, without limitation, the Operations Manual) as proprietary and confidential and not use such information in an unauthorized manner or disclose the same to any unauthorized person. Franchisee agrees that all such material is the sole property of Franchisor and its affiliates. Franchisee acknowledges that the Marks and the Licensed Methods have valuable goodwill attached to them, that their protection and maintenance are essential to Franchisor and its affiliates, and that any unauthorized use or disclosure of the Marks and Licensed Methods will result in irreparable harm to Franchisor and its affiliates. All ideas, concepts, techniques, or materials concerning a QUIZNOS Restaurant, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, must be promptly disclosed to Franchisor and will be deemed Franchisor's and its affiliates' sole and exclusive property, part of the QUIZNOS System, and works made-for-hire for Franchisor and its affiliates. To the extent any item does not qualify as a "work made-for-hire" for Franchisor and its affiliates, Franchisee assigns ownership of that item, and all related rights to that item, to Franchisor and its affiliates and must sign whatever assignment or other documents Franchisor and its affiliates request to show ownership or to help Franchisor and its affiliates obtain intellectual property rights in the item.

20.6 **Confidentiality Agreement.** Franchisor reserves the right to require that Franchisee cause each of its Bound Parties and Designated Managers (and, if applicable, the spouse of a Designated Manager) to execute a Nondisclosure and Noncompetition Agreement containing the above restrictions in a form approved by Franchisor.

21. DISPUTES

21.1 **Governing Law/Consent to Forum and Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 *et seq.*) or other federal law, this Agreement shall be interpreted under the laws of the State of Colorado, and any dispute between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of Colorado, which laws shall prevail in the event of any conflict of law. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes arising between them and have agreed to select a forum in order to promote certainty and stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee or any Bound Party and Franchisor, the parties agree that the exclusive forum for disputes between them shall be a court of general jurisdiction located in Denver, Colorado, and each party waives any objection it might have to the personal jurisdiction of or venue in such courts.

21.2 **Waiver of Jury Trial.** Franchisor, Franchisee, and the Bound Parties each waive their right to a trial by jury. Franchisee, the Bound Parties, and Franchisor acknowledge that the parties' waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation of this Agreement and resolution of any dispute arising out of this Agreement or any aspect of the parties' relationship. Franchisee, the Bound Parties, and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

21.3 **Remedies.** The parties agree that any claim for lost earnings or profits by Franchisee shall be limited to a maximum amount equal to the net profits of the Restaurant for the prior year as shown on Franchisee's federal income tax return. In the event this Agreement is terminated by Franchisor based on Franchisee's default, the parties agree that it would be difficult, if not impossible, to determine the amount of damages that Franchisor would suffer. Therefore, the parties agree that a reasonable estimate of damages is the net present value of the Royalties, Marketing and Promotion Fees, Local Advertising Fees, and Regional Advertising Fees that would have become due following termination of this Agreement for the period this Agreement would have remained in effect but for Franchisee's default. Royalties, Marketing and Promotion Fees, Local Advertising Fees, and Regional Advertising Fees for purposes of this Section shall be calculated based on the Restaurant's average monthly Gross Sales for the twelve (12) months preceding the termination date. In the event Franchisee has not opened the Restaurant for business for at least twelve (12) months preceding the termination date, Royalties, Marketing and Promotion Fees, Local Advertising Fees, and Regional Advertising Fees for the purposes of this Section shall be calculated based on the average monthly Gross Sales of all QUIZNOS Restaurants during Franchisor's last fiscal year.

21.4 **Limitation of Claims.** Franchisee and the Bound Parties agree not to bring any claim asserting that any of the Marks are generic or otherwise invalid. Except with regard to Franchisee's obligation to pay Franchisor and its affiliates Royalty payments, the Marketing and Promotion Fee and other advertising fees, and other payments due from Franchisee pursuant to this Agreement or otherwise, any claims between the parties must be commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim, or such claim shall be barred. The parties understand that such time limit might be shorter than otherwise allowed by law. Franchisee and the Bound Parties agree that their sole recourse for claims arising between the parties shall be against Franchisor or its successors and assigns. Franchisee and the Bound Parties agree that the members, managers, shareholders, directors, officers, employees, and agents of Franchisor and its affiliates shall not be personally liable nor named as a party in any action between Franchisor and Franchisee or any Bound Party; provided that this shall not preclude claims Franchisee has directly against an Area Director. Franchisor, Franchisee, and the Bound Parties further agree that, in connection with any such proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed as described above will be forever barred. The parties agree that any proceeding will be conducted on an individual, not a class-wide, basis, and that a proceeding between Franchisor and Franchisee or the Bound Parties may not be consolidated with another proceeding between Franchisor and any other person or entity, nor may any claims of another party or parties be joined with any claims asserted in any action or proceeding between Franchisor and Franchisee. Except for Franchisee's obligation to indemnify Franchisor under Section 19.3, no party will be entitled to an award of punitive or exemplary damages (provided that this limitation shall not apply to statutory penalties such as those set forth in 15 U.S.C. § 1117(a)). No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

22. SECURITY INTEREST

22.1 **Collateral.** Franchisee grants Franchisor a security interest ("**Security Interest**") in all of the furniture, fixtures, equipment, signage, and realty (including Franchisee's interests under all real property and personal property leases) of the Restaurant, together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used in connection with the Restaurant. All items in which a security interest is granted are referred to as the "**Collateral.**"

22.2 **Indebtedness Secured.** The Security Interest is to secure payment of the following (the "**Indebtedness**"):

- (a) All amounts due under this Agreement or otherwise by Franchisee;
- (b) All sums which Franchisor (or its affiliates) may, at its option, expend or advance for the maintenance, preservation, and protection of the Collateral, including, without limitation, payment of rent, taxes, levies, assessments, insurance premiums, and discharge of liens, together with interest, or any other property given as security for payment of the Indebtedness;
- (c) All expenses, including reasonable attorneys' fees, which Franchisor (or its affiliates) incurs in connection with collecting any or all Indebtedness secured hereby or in enforcing or protecting its rights under the Security Interest and this Agreement; and
- (d) All other present or future, direct or indirect, absolute or contingent, liabilities, obligations, and indebtedness of Franchisee to Franchisor or third-parties under this Agreement, however created, and specifically including all or part of any renewal or extension of this Agreement, whether or not Franchisee executes any extension agreement or renewal instruments.

22.3 **Additional Documents.** Franchisee will from time to time as required by Franchisor join with Franchisor in executing any additional documents and one or more financing statements pursuant to the Uniform Commercial Code (and any assignments, extensions, or modifications thereof) in form satisfactory to Franchisor.

22.4 **Possession of Collateral.** Upon default and termination of Franchisee's rights under this Agreement, Franchisor shall have the immediate right to possession and use of the Collateral.

22.5 **Remedies of Franchisor in Event of Default.** Franchisee agrees that, upon the occurrence of any default set forth above, the full amount remaining unpaid on the Indebtedness secured shall, at the option of Franchisor and without notice, become due and payable immediately, and Franchisor shall then have the rights, options, duties, and remedies of a secured party under, and Franchisee shall have the rights and duties of a debtor under, the Uniform Commercial Code of Colorado, including, without limitation, Franchisor's right to take possession of the Collateral and without legal process to enter any premises where the Collateral may be found. Any sale of the Collateral may be conducted by Franchisor in a commercially

reasonable manner. Reasonable notification of the time and place of any sale shall be satisfied by mailing to Franchisee pursuant to the notice provisions set forth below.

22.6 **Special Filing as Financing Statement.** This Agreement shall be deemed a Security Agreement and a Financing Statement. This Agreement may be filed for record in the real estate records of each county in which the Collateral, or any part thereof, is situated and may also be filed as a Financing Statement in the counties or in the office of the Secretary of State, as appropriate, in respect of those items of Collateral of a kind or character defined in or subject to the applicable provisions of the Uniform Commercial Code as in effect in the appropriate jurisdiction.

23. MISCELLANEOUS PROVISIONS

23.1 **Modification/Exercise of Judgment.** No amendment, waiver, or modification of this Agreement shall be effective unless it is in writing and signed by Franchisor and Franchisee. Franchisee acknowledges that Franchisor may modify its standards and specifications and operating and marketing techniques set forth in the Operations Manual unilaterally under any conditions and to the extent to which Franchisor deems necessary to protect, promote, or improve the Marks and the quality of the Licensed Methods as long as such modifications are not specifically prohibited by this Agreement.

Whenever Franchisor has reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant Franchisee a right to take or omit an action, Franchisor may, except as otherwise specifically provided in this Agreement, make its decision or exercise its rights based on information readily available to Franchisor and its judgment of what is in its and/or the system's best interests at the time Franchisor's decision is made, without regard to whether Franchisor could have made other reasonable or even arguably preferable alternative decisions or whether Franchisor's decision promotes its financial or other individual interest.

23.2 **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes any and all prior agreements concerning its subject matter. Franchisee agrees and understands that Franchisor shall not be liable or obligated for any oral representations or commitments made prior to the execution of this Agreement or for claims of negligent or fraudulent misrepresentation, and that no modifications of this Agreement shall be effective except those in writing and signed by both parties. Franchisor does not authorize and will not be bound by any representation of any nature other than those expressed in this Agreement. Nothing contained herein shall be deemed a waiver of any rights Franchisee may have to rely on information contained in the franchise disclosure document. Franchisee further acknowledges and agrees that no representations have been made to it by Franchisor or its affiliates regarding projected sales volumes, market potential, revenues, profits of Franchisee's Restaurant, or operational assistance other than as stated in this Agreement or in any disclosure document provided by Franchisor or its representatives. Any policies that the Franchisor adopts and implements from time to time to guide it in its decision-making are subject to change, are not a part of this Agreement, and are not binding on Franchisor. The descriptive headings in this Agreement are for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

23.3 **Delegation by Franchisor.** Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties under this Agreement to third parties, whether the same are agents or affiliates of Franchisor and/or Area Directors or independent contractors with which Franchisor has contracted to provide such services. Franchisee agrees in advance to any such delegation by Franchisor of any portion or all of its obligations under this Agreement to all such third parties. Franchisee acknowledges and agrees that Franchisor may not be bound, and this Agreement may not be modified, by any third party (including Area Directors) without Franchisor's prior written consent. Franchisee acknowledges and agrees that any delegation of Franchisor's duties and obligations to third parties does not assign or confer any rights under this Agreement upon such third parties and that such third parties are not third party beneficiaries of this Agreement.

23.4 **Agreement Effective.** This Agreement shall not be effective until accepted by Franchisor as evidenced by dating and signing by an officer or other duly-authorized representative of Franchisor. Notwithstanding the foregoing, Franchisor reserves the right to make the effective date of this Agreement the date on which Franchisee signed the Agreement.

23.5 **Review of Agreement.** Franchisee acknowledges that it has had a copy of Franchisor's Franchise Disclosure Document in its possession for not less than fourteen (14) full calendar days, during which time Franchisee has had the opportunity to submit same for professional review and advice of Franchisee's choosing prior to freely executing this Agreement.

23.6 **Costs and Attorneys' Fees.** If either party initiates a judicial or other proceeding, the prevailing party will be entitled to reasonable costs and expenses (including reasonable attorneys' fees incurred in connection with such judicial or other proceeding).

23.7 **Injunctive Relief.** Nothing herein shall prevent Franchisor or Franchisee from seeking injunctive relief in appropriate cases to prevent irreparable harm.

23.8 **No Waiver.** No waiver of any condition or covenant contained in this Agreement, or failure to exercise a right or remedy, by Franchisor or Franchisee shall be considered to imply or constitute a further waiver by Franchisor or Franchisee of the same or any other condition, covenant, right, or remedy.

23.9 **No Right to Set Off.** Franchisee shall not be allowed to set off amounts owed to Franchisor or its affiliates for Royalties, fees, or other amounts due against any monies owed to Franchisee, which right of set off is hereby expressly waived by Franchisee.

23.10 **Invalidity.** If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element, and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such modification.

23.11 **Notices.** All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, or by any delivery service providing documentation of receipt, at the address set forth in the first paragraph of this Agreement if to Franchisor, or in Exhibit A if to Franchisee, or at the Franchised Location's address (after Franchisee's Restaurant has first opened for business), or at such other addresses as Franchisor or Franchisee may designate from time to time, and shall be deemed delivered (a) on the date shown on the return receipt or in the courier's records as the date of delivery or (b) on the date of first attempted delivery, if actual delivery cannot for any reason be made.

23.12 **Survival.** All of Franchisor's and Franchisee's (and its owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effort subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire (including, without limitation, the post-termination restrictive covenant, dispute resolution and notice, and confidentiality provisions).

23.13 **Acknowledgment.** BEFORE SIGNING THIS AGREEMENT, FRANCHISEE SHOULD READ IT CAREFULLY WITH THE ASSISTANCE OF LEGAL COUNSEL. FRANCHISEE ACKNOWLEDGES THAT:

(A) THE SUCCESS OF THIS BUSINESS VENTURE INVOLVES SUBSTANTIAL RISKS AND DEPENDS UPON FRANCHISEE'S ABILITY AS AN INDEPENDENT BUSINESS PERSON AND ITS ACTIVE PARTICIPATION IN THE DAILY AFFAIRS OF THE BUSINESS, AND

(B) FRANCHISEE HAS NOT BEEN GIVEN ANY ASSURANCE OR WARRANTY, EXPRESS OR IMPLIED, BY FRANCHISOR OR ITS REPRESENTATIVES AS TO THE POTENTIAL SUCCESS OF THE RESTAURANT, THE VIABILITY OF ANY RESTAURANT LOCATION OR THE EARNINGS LIKELY TO BE ACHIEVED FROM THE OPERATION OF THE RESTAURANT, NOR HAS FRANCHISEE RELIED UPON ANY SUCH ASSURANCE OR WARRANTY IN EXECUTING THIS AGREEMENT; AND

(C) NO STATEMENT, REPRESENTATION, OR OTHER ACT, EVENT, OR COMMUNICATION, EXCEPT AS SET FORTH IN THIS DOCUMENT AND IN ANY FRANCHISE DISCLOSURE DOCUMENT SUPPLIED TO FRANCHISEE, IS BINDING ON FRANCHISOR IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Franchise Agreement as of the Effective Date stated below.

QFA ROYALTIES LLC

By: _____

Title: _____

*Date: _____

*(Effective Date of Franchise Agreement)

FRANCHISEE:

Sign here if you are taking the franchise as an

INDIVIDUAL(S)

(Note: use these blocks if you marked in Exhibit B that you are an individual or a partnership but the partnership is not a separate legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

Exhibit A

Training, Managing Owner and Address Information

(a) **Training**. The following individuals shall attend Franchisor's initial training program, as described in Section 7.1 of this Agreement: _____, and, of these individuals, the **Designated Manager** shall be: _____.

(b) **Managing Owner**. The following individual is designated as the Managing Owner (if Franchisee is a corporation, partnership, or limited liability company, the Managing Owner must own at least 25%): _____

(c) **Address**. Franchisee's address is _____.

Exhibit B

Statement of Ownership

Form of Ownership
(Check One)

____ Individual(s)

____ Legal Entity (check one):

____ Partnership

____ Corporation

____ Limited Liability Company

If a legal entity, attach a copy of the certificate of formation or articles of partnership and provide the following information:

(A) the name, address and percentage of ownership of each owner, member or partner and indicate whether each such person will be active in the business: _____

(B) if a corporation, the name and address of each officer and director:

Provide the address where Franchisee's financial records and partnership, corporate, or company records, as applicable, are maintained (Restaurant location will be deemed to be the address unless otherwise stated below):

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "**Agreement**") by QFA ROYALTIES LLC ("**Franchisor**"), each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Franchisor and its successors and assigns, for the term of the Agreement, including renewals, that Franchisee as that term is defined in the Agreement ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and any renewals thereof; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (and any renewals thereof), including, but not limited to, those specifically identified below.

In addition, in the event Franchisee enters into a sublease or other similar agreement (the "**Sublease**") with Restaurant Realty LLC ("**Restaurant Realty**"), an affiliate of Franchisor, each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Restaurant Realty and its successor and assigns, for the term of the Sublease, including any renewals thereof, that Franchisee shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Sublease; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Sublease (and any renewals thereof).

Each of the undersigned waives the following:

1. Acceptance and notice of acceptance by Franchisor or Restaurant Realty of the foregoing undertaking;
2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and
4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability.

Each of the undersigned consents and agrees that:

1. His or her direct and immediate liability under this guaranty shall be joint and several;

2. He or she shall render any payment or performance required under the Agreement or Sublease upon demand if Franchisee fails or refuses punctually to do so;
3. Such liability shall not be contingent or conditioned upon pursuit by Franchisor or Restaurant Realty of any remedies against Franchisee or any other person;
4. Such liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor or Restaurant Realty may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement or Sublease, including any renewals thereof;
5. He or she shall be bound by any restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement or the Sublease;
6. If no signature appears below for his or her spouse, he or she is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of the marital estate;
7. This Guaranty shall be interpreted under the laws of the State of Colorado, and any dispute between an undersigned and Franchisor or Restaurant Realty, whether arising under or related to this Guaranty, shall be governed by and determined in accordance with the substantive laws of the State of Colorado, which laws shall prevail in the event of any conflict of law. Each of the undersigned agrees that if a claim is asserted in any legal proceeding involving an undersigned and Franchisor or Restaurant Realty, the exclusive forum for such dispute shall be in a court of general jurisdiction located in Denver, Colorado, and each undersigned waives any objection he or she might have to the personal jurisdiction of or venue in such courts; and
8. The prevailing party in any litigation arising out of or relating to this Guaranty shall be entitled to recover from the other party reasonable costs and expenses (including reasonable attorneys' fees incurred in connection with such judicial or other proceeding).

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

GUARANTOR(S):

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

NAME OF GUARANTOR

NAME OF GUARANTOR

NAME OF GUARANTOR'S SPOUSE

NAME OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

NAME OF GUARANTOR

NAME OF GUARANTOR

NAME OF GUARANTOR'S SPOUSE

NAME OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

**EXHIBIT C
(TO DISCLOSURE DOCUMENT)**

LIST OF FRANCHISEES

OPERATING RESTAURANTS

as of

December 31, 2010

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
1425	Hans Enterprises, Inc.	Jung Han	607 W Northern Lights Blvd Unit 4	Anchorage	AK	99503	(907) 277-7827
1468	CCT, Inc.	Caprice	3588 Airport Way	Fairbanks	AK	99709	(907) 458-7849
1978	Song Enterprises, LLC	Soo	220 Muldoon Rd	Anchorage	AK	99504	(907) 929-2999
2538	Capco, Inc	Caprice	607 Old Steese Hwy Ste H	Fairbanks	AK	99701	(907) 456-7827
2665		Melissa	9220 Lake Otis Pkwy	Anchorage	AK	99507	(907) 677-7827
6723		Terrence	3421 E Tudor Rd	Anchorage	AK	99507	(907) 770-9925
6780	Host International, Inc.	Jon	5000 W Intl Airport Rd Ste 2640	Anchorage	AK	99502	(907) 243-4331
12170	Host International, Inc.	Jon	5000 W International Airport Rd	Anchorage	AK	99502	(907) 223-7107
12232	Host International, Inc.	Jon	5000 W International Airport Rd	Anchorage	AK	99502	(907) 830-9918
12349		Dae	4505 Spenard Rd Unit D	Anchorage	AK	99517	(907) 222-7827
222	V & G, Inc.	Girishkumar	4314 University Dr NW	Huntsville	AL	35816	(256) 721-6979
259	MPG&S Corporation	Ginger	1605 Bellline Rd SW Ste D7	Decatur	AL	35601	(256) 309-0303
1515	CROWN INVESTMENT, L.L.C.	Shabbir	3980D Airport Blvd	Mobile	AL	36608	(251) 414-3090
1632		Nilesh	975 Airport Rd SW Ste K1	Huntsville	AL	35802	(256) 442-7155
2150		Edmond	1783 Hamric Dr E	Oxford	AL	36203	(256) 831-4114
2553	Stan Sockwell Enterprises, Inc.	Stan	1500 Woodward Ave	Muscle Shoals	AL	35661	(256) 386-7849
2651	Navtan, Inc.	Girish	12844 US Highway 431 Ste F	Guntersville	AL	35976	(256) 582-1252
3709		Nilesh	5107 Moores Mill Rd	Huntsville	AL	35811	(256) 852-7676
4038	Shahi Angila Inc.	Gyanendra	3331 Rainbow Dr Ste A	Rainbow City	AL	35906	(256) 442-7155
4832		Snigdha	6421 University Dr NW Unit C	Huntsville	AL	35806	(256) 971-2113
5104	CHRG, Inc.		1678 Montgomery Highway	Hoover	AL	35216	(205) 979-4101
5336	Vatan, Inc.	Ahmad	900 Bob Wallace Ave SW Ste 101	Huntsville	AL	35801	(256) 539-4475
5708		Nilesh	587 Highway 31 NW Ste G	Hartselle	AL	35640	(256) 751-1370
6218	HAC Restaurant, Inc.	Hoyt	142 River Square Plz	Bessemer	AL	35023	(205) 497-0488
7029	NEDA, LLC	Ali	1591 Hughes Rd Ste C	Madison	AL	35758	(256) 325-0210
8453		Shabbir	23000 Town Center Ave Ste 804	Spanish Fort	AL	36527	(251) 621-1900
8566	S & G Wayner, L.L.C.	Robert	1060 Glenn Blvd SW	Fort Payne	AL	35967	(256) 845-8791
8568		Thomas	505 Pelham Rd N Ste A	Jacksonville	AL	36265	(256) 435-0807
9777	Manna Food Services, Inc.	Charles	216 20th St N	Birmingham	AL	35203	(205) 244-8434
9798	Aramark Food and Support Services Group, Inc.	Jack	307 N University Blvd	Mobile	AL	36608	(251) 460-6296
10030	AlaQuiz, LLC	Robert	7810 Vaughn Rd	Montgomery	AL	36116	(334) 396-0317
10118		Manesh	915D S Jefferson St	Athens	AL	35611	(256) 230-3797
10657	Airport Management Services, LLC	Jay	8400 Airport Blvd	Mobile	AL	36608	(251) 633-6210
11199	ROBERTS & SON, LLC	Bruce	1114A Highway 231 S	Troy	AL	36081	(334) 808-4222
11887		Manesh	101 N Court St	Florence	AL	35630	(256) 718-2151
12320	Brothers Enterprises LLC	Fredrick	1609 W Montgomery Rd	Tuskegee Institute	AL	36088	(334) 727-0100
12540	Liberty Group, LLC	Sohel	62 S Royal St	Mobile	AL	36602	(251) 694-7005
13226	ZSH Investments LLC	Mohammad	1500 Government St Ste G	Mobile	AL	36604	(251) 470-0900
13277	Mapco Express, Inc.	Lynwood	22 Choccolocco Rd	Anniston	AL	36207	(256) 237-0460
13278	Mapco Express, Inc.	Lynwood	5101 Oscar Baxter Dr	Tuscaloosa	AL	35405	(205) 366-2600
13286	MAPCO Express, Inc.	Lynwood	12245 Hwy 231 North	Meridianville	AL	35759	(256) 828-6230
733	B-H-T Investment Company, Inc.	Shell	2620 W Beebe Capps Expy	Searcy	AR	72143	(501) 305-4440
1480	Flory Family Subs, Inc.	Margaret C	895 Oak St	Conway	AR	72032	(501) 329-5577
1823		Mohammed	6000 W Markham St	Little Rock	AR	72205	(501) 280-0038
2033	Kellar Enterprises, Inc.	Steven	12800 Chenal Pkwy Ste 10	Little Rock	AR	72211	(501) 537-3454
2154	Sinnard Holdings, LLC	Adam	2210 W Kingshighway Ste 1	Paragould	AR	72450	(870) 236-3005
2156	ARK Q-SUBS, INC	Marty	3302B Central Ave	Hot Springs	AR	71913	(501) 318-3400
2464	Moore Holdings, Inc.	Monte	4505 W Walnut St	Rogers	AR	72756	(479) 936-7849
2520	Kellar Enterprises, Inc.	Steven	401 S Spring St	Little Rock	AR	72201	(501) 975-7827
2640	K&K Ventures, LLC	Steven	2050 John Harden Dr Ste A	Jacksonville	AR	72076	(501) 985-7827
3650	Alex Enterprises Inc.	Alex	2607 McCain Blvd	North Little Rock	AR	72116	(501) 812-6660
3741	Russell Louis, Ltd.	Robert A.	407 N Arkansas Ave Ste 3	Russellville	AR	72801	(479) 968-7827
3999	B-H-T Investment Company, Inc.	Shell	3401 E Race Ave	Searcy	AR	72143	(501) 268-5533
4281		Jagruti H.	1805 N West Ave	El Dorado	AR	71730	(870) 862-7446
4660	BVM, Inc.	Chintan	1009 Chaney Dr	Batesville	AR	72501	(870) 793-4782
4716	Dunklin C-Stores, LLC	George	408 E 22nd St	Stuttgart	AR	72160	(870) 673-4445
5161	Flory Family Subs, Inc.	Margaret C	2850 Prince St Ste 9	Conway	AR	72034	(501) 329-7827
5415	Aramark Food and Support Services Group, Inc.	Jack	1100 Henderson St	Arkadelphia	AR	71999	(870) 230-5266
6575	Brassica, LLC	Eliud	3121 Highway 412 E	Siloam Springs	AR	72761	(479) 524-4403
8761	Cabot Subs, Inc.	Patricia	2051 W Main St Ste A	Cabot	AR	72023	(501) 941-4434
9490	JereLind, Inc.	Jeremy	12911 Cantrell Rd Ste 18	Little Rock	AR	72223	(501) 954-8400
11239	Aramark Food and Support Services Group, Inc.	Jack	201 S Donaghey	Conway	AR	72032	(501) 450-3226
11608	Compass Group USA, Inc.	Mike	1021 W Dickson	Fayetteville	AR	72701	(479) 575-2954
11677		Doug	225 N Bloomington St Ste A	Lowell	AR	72745	(479) 419-9959
11678		Doug	1204 Joyce Blvd Ste 107	Fayetteville	AR	72703	(479) 443-7849
12133	Host International, Inc.	Jon	1 Airport Road	Little Rock	AR	72202	(501) 340-2204

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
12295	Aramark Food and Support Services Group, Inc.	Jack Wixted	Bruce Center	Magnolia	AR	71753	(870) 235-4393
12367	EDD 3, LLC	Duane Livingston	7022 W Sunset Ave Ste 3	Springdale	AR	72762	(479) 717-2020
12438	Sodexo Management, Inc.	John Nappier	2801 S University Ave	Little Rock	AR	72204	(501) 569-8764
12439	Sodexo Management Inc.	John Nappier	2801 S University	Little Rock	AR	72204	(501) 569-8764
12690		Harold Patterson	3262 Interstate 55	Marion	AR	72364	(870) 739-5526
13094	Y-GURU, LLC	Anil Dadlani	502 Mallard Loop Ste E	Pine Bluff	AR	71603	(870) 536-3300
13106	Sinnard Holdings LLC	Adam Sinnard	808 S Caraway Rd	Jonesboro	AR	72401	(870) 931-7900
13327		William Riddle	2700 Zero St Ste 1A	Fort Smith	AR	72901	(479) 434-6644
13328		William Riddle	4900 Rogers Ave Ste 103J	Fort Smith	AR	72903	(479) 434-6380
13730	Host International, Inc.	Jon Stentz	1 Airport Rd	Littlerock	AR	72203	(501) 340-2204
	800 ARJ Holding Co. LLC	Ryan Vickery	15050 N Northsight Blvd Ste 101	Scottsdale	AZ	85260	(480) 948-5115
	1732 Morning Glory LLC	Mi Hi Paek	4280 N Drinkwater Blvd Ste 200	Scottsdale	AZ	85251	(480) 970-5799
	1736 J.P. Brady, LLC	James E. Brady	1228 S Sossaman Rd Ste 106	Mesa	AZ	85209	(480) 832-2864
	2139 Townsend Sandwich	Homer Townsend	635 E Indian School Rd	Phoenix	AZ	85012	(602) 264-5792
	2246 C.S.R. Foods, LLC	Catherine Custer	14557 W Grand Ave Ste B101	Surprise	AZ	85374	(623) 975-7554
	2515 KDS&C Investments, LLC	Kevin Call	2080 S Milton Rd	Flagstaff	AZ	86001	(928) 213-5553
	2733 Owl Enterprises, LLC	Maria Dente	9301 E Shea Blvd Ste 105	Scottsdale	AZ	85260	(480) 391-9960
	2814 CHAI Unlimited LLC	Harpreet Oberai	9115 E Baseline Rd	Mesa	AZ	85208	(480) 358-6920
	2835 Hershaw Development, LLC	Matthew Herman	1664 E Florence Blvd	Casa Grande	AZ	85222	(520) 426-1180
	2915 KSV Enterprises, L.L.C.	Kenneth Vondra	9230 W Northern Ave Ste 107	Glendale	AZ	85305	(623) 772-0220
	3255	Jon Pyle	2680 E Valencia Rd	Tucson	AZ	85706	(520) 294-1442
	3421	Lana Attar	2545 E Speedway Blvd Ste 105	Tucson	AZ	85716	(520) 325-7827
	3544	Parish Patel	250 S Craycroft Rd Ste 120	Tucson	AZ	85711	(520) 571-0055
	3607 3RCS, LLC	Christopher Chao	5110 E Southern Ave Ste 112	Mesa	AZ	85206	(480) 832-1604
	4086	Patrick Zacek	602 W Union Hills Dr	Phoenix	AZ	85027	(623) 869-9510
	4134 Q Store 4134, LLC	Jay M. McGuire	610 E Roosevelt St Unit 102	Phoenix	AZ	85004	(602) 252-0062
	4297 Tran's Subs, LLC	Hung Tran	10785 N Oracle Rd	Tucson	AZ	85737	(520) 297-2121
	4381	Mark Mojas	3050 N Windsong Dr	Prescott Valley	AZ	86314	(928) 775-8515
	4524 D.R.S. Development, LLC	Dale Slaughter	8140 S Houghton Rd Ste 100	Tucson	AZ	85747	(520) 663-1461
	4537 SLJ Enterprise's LLC	H Johnson	18589 N 59th Ave	Glendale	AZ	85308	(602) 866-1771
	4834	Seema Khalid	1420 E Chandler Blvd Ste 301	Phoenix	AZ	85048	(480) 283-8070
	5538 Cerulean Sky, Inc.	Neil Hesson	4001 E Broadway Rd Ste B12A	Phoenix	AZ	85040	(602) 431-5754
	6481	Amir Najafi	2055 W Frye Rd Ste 1	Chandler	AZ	85224	(480) 812-1004
	7294 Host International, Inc.	Jon Stentz	3400 E Sky Harbor Blvd Ste 3340	Phoenix	AZ	85034	(602) 275-1721
	7845	Jitesh M Patel	1130 W Grove Ave Ste B111	Mesa	AZ	85210	(480) 649-1037
	8763 Son Quiz LLC	Alma Dipede	2814 N 44th St	Phoenix	AZ	85008	(602) 956-1634
	8830	Brian Barton	13525 Fountain Hill Blvd	Fountain Hills	AZ	85268	(480) 816-5384
	9079 Eat On! Inc.	Brian Palant	920 East Fry Boulevard	Sierra Vista	AZ	85635	(520) 459-7849
	9214 Medias D&D, L.L.C.	Ghita Radoiu	21391 N Lake Pleasant Pkwy	Peoria	AZ	85382	(623) 566-1414
	9254 Baker Investment Group, LLC	James Baker	777 W Beale St	Kingman	AZ	86401	(928) 753-1399
	9944 Petroleum Wholesale, Inc.	John Cook	Tom Wills Road Exit 5	Ehrenberg	AZ	85334	(928) 927-5233
	10537 C.S.R. FOODS, LLC	Catherine Custer	14130 W Indian School Rd	Goodyear	AZ	85338	(623) 536-0043
	11213 Petroleum Wholesale Limited Partnership	John Cook	2507 W Business Loop I-10 Exit 312	San Simon	AZ	85632	(520) 845-2251
	11530 Aramark Food and Support Services Group, Inc.	Jack Wixted	1290 S Normal Ave	Tempe	AZ	85287	(480) 965-3464
	11607 Compass Group USA, Inc.	Mike Brandon	Food Court	Tucson	AZ	85706	(520) 794-2421
	11987 C.S.R. Foods, LLC	Catherine Custer	940 S Watson	Buckeye	AZ	85326	(623) 691-6410
	12046 Adler Hospitality Corp	Vancie Bronson	20928 E Heritage Loop Rd	Queen Creek	AZ	85242	(480) 677-4750
	12108 JESPHS LLC	Jeffrey Williams	13160 E Colossal Cave Rd	Vail	AZ	85641	(520) 762-0088
	12112 ARJ 12112, LLC	Ryan Vickery	17025 N Scottsdale Rd Ste 160	Scottsdale	AZ	85255	(480) 563-3138
	12302 Ovations Food Services, L.P.	Todd Wickner	1177 S Kyrene Rd	Chandler	AZ	85226	(480) 907-4782
	12426 Dateland Travel Center, LLC	David Walker	1737 S Ave 64 E	Dateland	AZ	85333	(928) 454-2772
	12694 Katz 12694 LLC	Eric Katz	2080 N Dobson Rd Ste 4	Chandler	AZ	85224	(480) 857-2488
	12817 Eat On! Inc.	Brian Palant	4951 E Grant Rd Ste 119	Tucson	AZ	85712	(520) 881-7849
	12940 C.S.R. Foods LLC	Catherine Custer	4212 W Cactus Rd Ste 1107	Phoenix	AZ	85029	(602) 789-0000
	12946 Sanora Hospitality LLC	Sandeep Arora	2795 S Market St Ste 110	Gilbert	AZ	85295	(480) 782-0112
	12987 Sanora Hospitality LLC	Sandeep Arora	1005 S Arizona Ave Ste 6	Chandler	AZ	85286	(480) 726-6688
	12993 D.R.S. Development L.L.C.	Dale Slaughter	7350 N la Cholla Blvd Ste 102	Tucson	AZ	85741	(520) 219-9982
	13001 Beyond the Rocks LLC	Kyle Williamson	18635 N 35th Ave Ste 108	Phoenix	AZ	85027	(623) 374-3969
	13066 BTR Rose Garden, LLC	Kyle Williamson	21043 N Cave Creek Rd Ste A2	Phoenix	AZ	85024	(602) 769-0535
	13075 BTR Camp Verde, LLC	Kyle Williamson	1620 W Hwy 260 Ste D	Camp Verde	AZ	86322	(928) 567-8885
	13279 Aramark Food and Support Services Group, Inc.	Jack Wixted	1290 S Normal Ave RM 138	Tempe	AZ	85281	(480) 772-1999
	13352	Manuel Chavez	7507 S Power Rd Ste 103	Queen Creek	AZ	85142	(480) 279-3900
	13524 Fore Dogs, LLC	Valeria Szuecs Costigan	17 E Dunlap Ave Ste 101	Phoenix	AZ	85020	(602) 861-1200
	108 Shaw & Kaur Management, Inc.	Kashi Shaw	40616 Village Dr	Big Bear Lake	CA	92315	(909) 866-7703
	134 Newport Sub To Go	Joanne La	4341 Macarthur Blvd Ste C	Newport Beach	CA	92660	(949) 660-8891
	136 Classic Q's of San Diego LLC	Cameron Rooke	337 N El Camino Real Ste A	Encinitas	CA	92024	(760) 944-1576

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
192	Anu Investments, Inc.	Deepak Sarode	1042 N Mountain Ave Unit 1	Upland	CA	91786	(909) 949-6801
195	Business Folks, Inc.	Ameet Nindra	1201 University Ave Ste 103C	Riverside	CA	92507	(951) 328-9215
204	JC Wright, Inc.	Ragaey Estefan	1170 Baker St Ste G2	Costa Mesa	CA	92626	(714) 549-7224
242		Min Jeong	383 W Bonita Ave	Claremont	CA	91711	(909) 621-9051
252	Lew Lau, Inc.	Steven Lau	495 El Camino Real Ste 111	Santa Clara	CA	95050	(408) 985-2253
260	MMXXII, Inc	Nader PayDar	2266 E 17th St	Santa Ana	CA	92705	(714) 541-9092
276	VAMS Corporation	Manjit Kaur	1200 Clay St Ste 150	Oakland	CA	94612	(510) 663-6768
278	Sycuzee Inc.	Derek Yeap	15366 Alton Pkwy	Irvine	CA	92618	(949) 753-0195
279	QNS Management, Inc.	Shahla Vazin	24531 Trabuco Rd Ste G	Lake Forest	CA	92630	(949) 461-9500
409	VMR Restaurants, Inc.	Victor Rios	5166 Lankershim Blvd Ste C	North Hollywood	CA	91601	(818) 487-8583
432	Sakai Enterprises, Inc.	Mike Sakai	530 N Sepulveda Blvd Ste D	El Segundo	CA	90245	(310) 640-7188
445	DSJ Corporation	June Choi	3737 Pacific Coast Hwy Ste C	Torrance	CA	90505	(310) 791-2258
476	Bijan Alborz, Inc.	Bijan Alborz	4726 Telephone Road	Ventura	CA	93003	(805) 289-1580
483	Avengers, Inc.	Andre Bonyadian	3619 W Magnolia Blvd	Burbank	CA	91505	(818) 557-1322
546	Goraya, LLC	Ujjal Goraya	1240 E Ontario Ave Ste 109	Corona	CA	92881	(951) 272-9793
567	JC Business Group, Inc.	Magda Salama	1835 Newport Blvd Ste D153	Costa Mesa	CA	92627	(949) 631-1830
594	Stamford Bridge Corp.	Sher Sohail	565 Howe Ave Ste 3	Sacramento	CA	95825	(916) 925-1853
595	Syed Brothers Inc.	Faisal Syed	20025 Lake Forest Dr Ste 102	Lake Forest	CA	92630	(949) 830-5104
617	WonSun, Limited Liability Company	Sun Ok Chung	2220 Foothill Blvd	La Verne	CA	91750	(909) 596-9332
622	Avengers, Inc.	Andre Bonyadian	2404 W Victory Blvd	Burbank	CA	91506	(818) 842-0012
623	BBQ623, Inc.	Masis Bambanian	1500 Canada Blvd Ste D	Glendale	CA	91208	(818) 241-0995
647	Castillon Ventures LLC	Pablo Castillon Jr	3535 Cahuenga Blvd W Ste 105	Los Angeles	CA	90068	(323) 876-6751
648	BKC Investment, Inc.	Peter Chung	1441 W Knox St	Torrance	CA	90501	(310) 320-0939
650	JJAM Joyfoods, Inc.	Juan Macalino	7880 Van Nuys Blvd Ste 3	Panorama City	CA	91402	(818) 909-0424
651	Yajen Investments, Inc.	Dharamesh K Patel	1213 State St Ste A	Santa Barbara	CA	93101	(805) 560-0499
656	Alpha Business Corporation	Amarjit Sandhu	2170 N Rose Ave	Oxnard	CA	93036	(805) 751-2777
657	Shivi, Inc.	Kanubhai M. Patel	6424 Platt Ave	West Hills	CA	91307	(818) 704-9448
708	Harpreet	Harpreet Sumal	3090 W Shaw Ave	Fresno	CA	93711	(559) 271-9800
714	Nazco Inc.	Jay Naziri	6020 Canoga Ave Ste A	Woodland Hills	CA	91367	(818) 703-1524
715	Miraco, Inc.	Mohammad Mirzaee	27931 La Paz Rd Ste C	Laguna Niguel	CA	92677	(949) 360-8333
732	Rajneet Enterprises, Inc.	Kuldeep Sawhney	12215 Telegraph Rd Ste 101	Santa Fe Springs	CA	90670	(562) 906-9411
745	Ju Eun Lim Co., Inc.	Sue Lim	14450 Culver Dr Ste C	Irvine	CA	92604	(949) 552-3456
746		Rupesh Haribhai	2202 S Bradley Rd	Santa Maria	CA	93455	(805) 928-4280
780	PT SAK, LLC	Parto Famouri	29880 Santa Margarita Pkwy	Rancho Santa Margarita	CA	92688	(949) 589-6310
781	JCQ Corporation	Jane Choi	3556 Torrance Blvd Ste D	Torrance	CA	90503	(310) 316-6525
819	Vargas Enterprises, LLC	Jose Vargas	3330 Grand Ave Ste E	Chino Hills	CA	91709	(909) 627-1808
828	Delectable Choices LLC	Maurice Johnson	490 S California Ave	Palo Alto	CA	94306	(650) 330-0111
835	Noorani Corporation	Noor Noorani	2461 Santa Monica Blvd Ste B	Santa Monica	CA	90404	(310) 829-3002
837		Segaran Logeswaran	510 Natoma Station Dr Ste 500	Folsom	CA	95630	(916) 608-9228
845	Double Helix, Inc.	Fe Amores	5503 E Stearns St	Long Beach	CA	90815	(562) 598-9140
910	Party Sub Corporation	Noor Noorani	12222 Wilshire Blvd Ste 103	Los Angeles	CA	90025	(310) 820-4567
920	Camile, Inc.	Karim Bavi	34300 Monterey Ave Ste 103	Palm Desert	CA	92211	(760) 324-6560
1019		Harwinder Bisla	3591 Bradshaw Rd	Sacramento	CA	95827	(916) 609-1500
1038		Nirmal Khela	7675 N Blackstone Ave Ste 115	Fresno	CA	93720	(559) 440-9353
1040		Prabhat Raina	659 S Flower St	Los Angeles	CA	90017	(213) 833-0920
1055	Monoara Inc	Hasan Abid	2041 Rosecrans Ave Ste 140	El Segundo	CA	90245	(310) 640-3431
1071	Mission Subs, LLC	Mohsen Mahdavi	25256 Cabot Rd	Laguna Hills	CA	92653	(949) 588-7700
1074	Bionic Investments, Inc.	Harmik Asadoorian	672 W Huntington Dr Ste 5F	Monrovia	CA	91016	(626) 599-9051
1103		Jasvinder Shergill	195 W Shaw Ave Ste 101C	Clovis	CA	93612	(559) 323-7034
1111	Kevin Brian, Inc.	Doris Edillor	29050 S Western Ave Ste 100	Rancho Palos Verdes	CA	90275	(310) 241-1559
1115		June Farhat	1664 Main St Ste D	Ramona	CA	92065	(760) 787-9892
1129	Nanak Inc.	Daljit Sidhu	10824 Olson Dr Ste D	Rancho Cordova	CA	95670	(916) 858-1524
1150		Sonal Raval	1900 W Whittier Blvd Ste C6	La Habra	CA	90631	(562) 690-6058
1232	Shaw & Kaur Management, Inc.	Kashi Shaw	25566 Barton Rd	Loma Linda	CA	92354	(909) 478-9969
1281	Blessingsh, Inc.	Ranjit Singh	9867 Magnolia Ave Ste B	Riverside	CA	92503	(951) 359-4435
1282	SANGHVI ENTERPRISES, INC	Priti Sanghvi	545 Anton Blvd Ste 103	Costa Mesa	CA	92626	(714) 546-7222
1285	Roshani Enterprises Inc.	Monica Verma	5731B E Santa Ana Canyon Rd	Anaheim	CA	92807	(714) 998-7633
1287		Kevin Song	6624 Irvine Center Dr	Irvine	CA	92618	(949) 341-0115
1307	BARIA, Inc.	Sharanjit Bisla	40820 Winchester Rd Ste FC-7	Temecula	CA	92591	(951) 296-0804
1341	Leasiatique USA, Inc.	Susan Yu	1747 W Artesia Blvd	Gardena	CA	90248	(310) 767-1248
1368		Jasvinder Shergill	2343 Kern St	Fresno	CA	93721	(559) 233-3078
1388	American Subs, Inc.	Sayed Hussain	4930 Dublin Blvd Ste 900	Dublin	CA	94568	(925) 551-0201
1389	Dakota Foods International, Inc.	Donald C. Boje	2300 Bay Rd	Redwood City	CA	94063	(650) 368-2921
1390		Dev Bagga	39494 Fremont Blvd	Fremont	CA	94538	(510) 792-1700
1394	K2 HOLDINGS INC.	Vardan Kushkyan	9006 Venice Blvd	Culver City	CA	90232	(310) 204-2600
1426	Nazco, Inc.	Jay Naziri	15301 Ventura Blvd Ste P13	Sherman Oaks	CA	91403	(818) 789-4700

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1428		Gurinder Gill	1189 E Champlain Dr Ste 102	Fresno	CA	93720	(559) 433-0971
1429	Jag & Raj, LLC	Baljinder Dhillon	706A W Onstott Rd	Yuba City	CA	95991	(530) 751-0900
1430		Hardev Bains	570 W Olive Ave	Merced	CA	95348	(209) 388-0974
1436		Harish Bhalla	130 S Main St	Orange	CA	92868	(714) 634-2911
1462	LeDang, LLC	Vincent Tien	55 N Milpitas Blvd	Milpitas	CA	95035	(408) 956-8948
1479	Hajo Corporation Inc.	Il Lee	1215 W March Ln	Stockton	CA	95207	(209) 478-8100
1486		David Sindrey	1228 Galleria Blvd Ste 130	Roseville	CA	95678	(916) 787-1940
1494	The Anfield KOP Corporation	Avtar Sohal	2001 McHenry Ave Ste L	Modesto	CA	95350	(209) 491-0344
1609		Hank Looc	2722 Castro Valley Blvd	Castro Valley	CA	94546	(510) 727-9100
1679	Manan and Shivam Enterprises, Inc.	Sarla Patel	8904 Greenback Ln Ste C	Orangevale	CA	95662	(916) 986-0006
1680		Gurtej Dhaliwal	4260 N Blackstone Ave	Fresno	CA	93726	(559) 222-2066
1719	Brothers Food Systems, Inc.	Harjit Pooni	7941 Beach Blvd Ste A	Buena Park	CA	90620	(714) 670-2962
1745		Reza Shahsavari	375 S State Highway 65 Ste E	Lincoln	CA	95648	(916) 408-1000
1764	Boulos Foods, Inc.	David Boulos	2868 W Monte Vista Ave	Turlock	CA	95380	(209) 668-2858
1786	Balaka, Inc.	Amir Arif	8800 S Sepulveda Blvd Ste 3	Los Angeles	CA	90045	(310) 338-8703
1795		Noor Noorani	2200 Colorado Ave Ste B	Santa Monica	CA	90404	(310) 315-7266
1829		Devender Singh	1380B E Pacheco Blvd	Los Banos	CA	93635	(209) 827-3456
1838	Shams Enterprises	Jerry Sham	2236A Oak Grove Rd	Walnut Creek	CA	94598	(925) 944-1231
1844		Henrik Minassian	5453 Hollywood Blvd Ste B	Los Angeles	CA	90027	(323) 464-8460
1846	QSV, Inc.	Dilip Bhaga	9430 Scranton Rd Ste 104	San Diego	CA	92121	(858) 550-5959
1853		Sarita Sharma	239 S Vasco Rd	Livermore	CA	94551	(925) 455-8004
1854	Nanak Inc.	Daljit Sidhu	1300 Bidwell St Ste 130	Folsom	CA	95630	(916) 983-3118
1867		Teodoro Ramirez IV	1641 E Channel Islands Blvd	Oxnard	CA	93033	(805) 486-2057
1872		Adel Saib	16300D Beach Blvd	Westminster	CA	92683	(714) 841-9838
1874	Seth & Seth, Inc.	Amita Seth	31 E Macarthur Cres Ste 101	Santa Ana	CA	92707	(714) 549-3500
1876		Harish Kalidas	2064 Santa Rosa Ave	Santa Rosa	CA	95407	(707) 566-8908
1877		Shahzad Ibrahim	385A Aviation Blvd	Santa Rosa	CA	95403	(707) 573-0999
1878		Young L Chang	449 Rohnert Park Expy W	Rohnert Park	CA	94928	(707) 585-0131
1879		Randie Shreves	1710 E Cotati Ave	Rohnert Park	CA	94928	(707) 664-0115
1887		Parto Famouri	200 W Santa Ana Blvd Unit 175	Santa Ana	CA	92701	(714) 568-1502
1942	Sahota Sons Inc.	Inderpal Sahota	902 K St	Sacramento	CA	95814	(916) 329-7373
1957		Amrik Sandhu	7897 Walerga Rd Ste 117	Antelope	CA	95843	(916) 721-1077
1958		Nitin Chandani	11447 South St	Cerritos	CA	90703	(562) 653-0332
1959		Rano Basi	10305 Fairway Dr Ste 130	Roseville	CA	95678	(916) 788-0770
1970	BSH Management, Inc.	Baljinder Dhaliwal	1595 W Redlands Blvd	Redlands	CA	92373	(909) 307-9091
1976		Levon Darmandjian	1165 Westwood Blvd	Los Angeles	CA	90024	(310) 443-1940
2003		Amir Ganji	1795 Hillsdale Ave Ste 70	San Jose	CA	95124	(408) 723-7849
2004	Naba, LLC	Barinder Nijjar	2306 Almaden Rd Ste 110	San Jose	CA	95125	(408) 979-1218
2007	JRM Enterprise, LLC	Gurdeep Sohal	55 Crescent Dr Ste A	Pleasant Hill	CA	94523	(925) 682-2445
2016	DeMonte Enterprises, LLC	Robert Demonte	1780 S Victoria Ave Ste C	Ventura	CA	93003	(805) 658-9700
2051		Farid Farahvash	1049 Broadway Ste 50	Sacramento	CA	95818	(916) 442-5500
2058		Juan Martinez	12800 Seal Beach Blvd Ste B	Seal Beach	CA	90740	(562) 493-2700
2059	The Garbach Group, Inc.	Nickie Krebsbach	828 W Lacey Blvd	Hanford	CA	93230	(559) 582-3377
2063	Myst Food & Beverage Co., Inc.	Ysabel Aoki	8267 E Santa Ana Canyon Rd	Anaheim	CA	92808	(714) 921-8001
2071	Infinity Foods, Inc.	Eun Sung Kim	43937 Hugo Ter	Fremont	CA	94538	(510) 440-8770
2117	D & B Corporation	Dilip Patel	12152 Central Ave	Chino	CA	91710	(909) 627-3333
2136		Mee Jeong Kim	6257 Bristol Pkwy	Culver City	CA	90230	(310) 670-2752
2159	The Garbach Group, Inc.	Nickie Krebsbach	200 E Acequia Ave	Visalia	CA	93291	(559) 738-9505
2169		Seyed Mahdavi	28121 Crown Valley Pkwy Ste E	Laguna Niguel	CA	92677	(949) 215-1320
2252	Courtney Ventures, L.P.	Mark Courtney	747 Spring St Ste A	Paso Robles	CA	93446	(805) 239-2253
2258		Lola A'wwad	5045 Eagle Rock Blvd	Los Angeles	CA	90041	(323) 256-0300
2264	Sandwich World, LLC	Dinesh Malhotra	124 W Main St # 110	El Cajon	CA	92020	(619) 440-6512
2266	Zesty Dining, Inc.	Manjot Gill	3937 Rivermark Plz	Santa Clara	CA	95054	(408) 654-9128
2284		Sam Khalil	201 Frazier Mountain Park Rd	Lebec	CA	93243	(661) 248-6200
2286	Jammu, Inc.	Nimerta Jammu	12980 Foothill Blvd Ste 130	Sylmar	CA	91342	(818) 365-6565
2288	OTAL LLC	Harmanjit Otal	4317 Glencoe Ave Unit C19	Marina del Rey	CA	90292	(310) 821-1800
2295	Pannu Son's Enterprises, Inc.	Bikramjit Singh	2721 Canyon Springs Pkwy Ste 102	Riverside	CA	92507	(951) 653-0333
2300	Highland C. Oil, Inc.	Howard Chung	27627 Baseline St	Highland	CA	92346	(909) 863-9415
2317		Honorato Rodriguez	92 W Court St	Woodland	CA	95695	(530) 661-0732
2383	Nijjar Brothers Corp.	Kulwinder Nijjar	2191 Cowell Blvd Ste E	Davis	CA	95616	(530) 297-0551
2388	Rusteen, Inc.	Javad Haghi	105 W Lambert Rd Ste E	Brea	CA	92821	(714) 256-0850
2411		Ragaey Estefan	3701 S Harbor Blvd Ste F	Santa Ana	CA	92704	(714) 557-4012
2412	C & A Investments, Inc.	Carlos Lopez	17352 Hawthorne Blvd	Torrance	CA	90504	(310) 370-9489
2413	Bok & Bok Inc.	Jin Bok	2175 Meeker Ave	Richmond	CA	94804	(510) 965-0857
2433	Avengers, Inc.	Andre Bonyadian	901 W Victoria St	Rancho Dominguez	CA	90220	(310) 763-5000
2434	Avengers, Inc.	Andre Bonyadian	134 S Central Ave	Los Angeles	CA	90012	(213) 437-0088

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
2449	Swager Enterprises, Inc.	Ronda Swager	1415 18th St	Bakersfield	CA	93301	(661) 335-1800
2458		Jatender Dhawan	1057 N Willow Ave Ste 103	Clovis	CA	93611	(559) 323-7087
2482	De Baca and Lopez Corporation	Cathy DeBaca	10620 Riverside Drive	Toluca Lake	CA	91602	(818) 623-9920
2556	Avengers, Inc.	Andre Bonyadian	163 N Hill Ave	Pasadena	CA	91106	(626) 844-7849
2563		Sunil Tomar	6135 Camino Verde Dr	San Jose	CA	95119	(408) 225-9012
2573	American Chinese Industries, Inc.	Steven Perry	1867 W 11th St	Tracy	CA	95376	(209) 833-6555
2574		Piyush Patel	3975 S Higuera St	San Luis Obispo	CA	93401	(805) 786-4678
2586		Charanjit Singh Rai	2000 E Main St Ste H	Woodland	CA	95776	(530) 669-3626
2588	Lasel USA, Inc.	Jae Hwan Kim	19700 Beach Blvd	Huntington Beach	CA	92648	(714) 963-1114
2591		Binh Nguyen	2441 Kettleman Lane	Lodi	CA	95242	(209) 334-6907
2593	MB LIGHT HOUSE, INC.	Mehran Bakhtiari	2516 S Figueroa St	Los Angeles	CA	90007	(213) 765-0388
2625	KIM TAM INC.	Kevin Nguyen	720 N Brookhurst St	Anaheim	CA	92801	(714) 991-3404
2631	Avengers, Inc.	Andre Bonyadian	645 W 9th St Ste 107	Los Angeles	CA	90015	(213) 622-6560
2634	Avengers, Inc.	Andre Bonyadian	7117 W Sunset Blvd	Los Angeles	CA	90046	(323) 512-2115
2675	J. Deas Enterprises, Incorporated	James Deas	2471 Cohasset Rd	Chico	CA	95926	(530) 891-9500
2687	Occhipini's Incorporated	Billy Occhipinti	6580 Hembree Lane	Windsor	CA	95492	(707) 836-1200
2710	Lakeview Partners, LLC	Jagdish Dhillon	220 9th St	Marysville	CA	95901	(530) 741-1038
2759	Awwad Family, Inc.	Abeer Awwad	318 N Brand Blvd	Glendale	CA	91203	(818) 241-0070
2760		Leang Te	6767 W Sunset Blvd Ste 1A	Los Angeles	CA	90028	(323) 463-8135
2764		Lola A'wwad	3417 W Century Blvd	Inglewood	CA	90303	(310) 412-1900
2780		Damian Nava	1487 Main St	Watsonville	CA	95076	(831) 728-3193
2786		Janice Dawdy	15 Colma Blvd Ste 15	Colma	CA	94014	(650) 757-7821
2839		Calvin Cam	1001 Avenida Pico Ste F	San Clemente	CA	92673	(949) 218-1930
2859	Quzz Mark Corp	Justin Oh	37 Rio Robles E	San Jose	CA	95134	(408) 577-0300
2871		Eric Chuang	165 Plaza Dr	Vallejo	CA	94591	(707) 644-7500
2878		Yong Song	19959 Stevens Creek Blvd	Cupertino	CA	95014	(408) 343-0097
2887	Kevin Brian, Inc.	Doris Edillor	2169A Pacific Coast Hwy	Lomita	CA	90717	(310) 530-0441
2898	J Joo, Inc.	Young Joo	3634 S Soto St	Los Angeles	CA	90058	(323) 585-5666
2912		Roger Bubel	1800 Soscol Ave	Napa	CA	94559	(707) 251-9842
2920	Viadeli, Inc.	Anthony Viola	20672 Homestead Rd	Cupertino	CA	95014	(408) 253-7500
2926		Dev Bagga	15501 San Pablo Ave Ste H	San Pablo	CA	94806	(510) 222-7200
2946		Gurdeep Kaur	1693 Industrial Pkwy W	Hayward	CA	94544	(510) 784-1984
2947		Levon Nargizyan	13714 1/2 Sherman Way	Van Nuys	CA	91405	(818) 909-9111
2951		Nam Nguyen	2144 Center St	Berkeley	CA	94704	(510) 540-0140
2952		Veronica Apolinario	190 Hartz Ave Ste 100	Danville	CA	94526	(925) 831-2937
2985	Yajen Investments, Inc.	Dharamesh K Patel	7127 Hollister Avenue	Goleta	CA	93117	(805) 685-4332
3004	G.J. Hofman Enterprises, Inc.	Gregory Hofman	7050 Miramar Rd Ste C	San Diego	CA	92121	(858) 271-1473
3005	Yogir Group, Inc.	Girish Patel	3545 Del Mar Heights Rd Ste C3	San Diego	CA	92130	(858) 509-7552
3013		Eric Hsu	1401 E Gage Ave Ste C	Los Angeles	CA	90001	(323) 585-3322
3017	Orchid Enterprises, Inc.	John William Eggert	422 Geary St	San Francisco	CA	94102	(415) 593-3830
3023	MBA Restaurant, Inc.	Mehdi Morraveji	5021 Verdugo Way Ste 107	Camarillo	CA	93012	(805) 484-0444
3035		Sukwinder Kaur	26960 Hesperian Blvd	Hayward	CA	94545	(510) 265-0241
3038		Deepak Chhatwal	14443 1/2 Ventura Boulevard	Sherman Oaks	CA	91423	(818) 986-0440
3074		Punit Dhesi	4126 S Mooney Blvd	Visalia	CA	93277	(559) 635-7966
3099		Gieris Alalam	11086 Santa Monica Blvd	Los Angeles	CA	90025	(310) 479-6778
3105	Judy & Ziv, Inc.	Tea Kim	766 E Colorado Blvd Ste 100	Pasadena	CA	91101	(626) 304-9449
3179	Isactaz, Inc.	Isaac Modiano	303 H St Ste 109	Chula Vista	CA	91910	(619) 271-7550
3192	Tigres, Inc.	Firas Korkis	119 Broadway	San Diego	CA	92101	(619) 231-9430
3217	The Qudos Group, LLC	Karen Wraper	1975 Garnet Ave Ste B	San Diego	CA	92109	(858) 483-0032
3253	PrimSub Corporation	Widianto Gunawan	22312 Foothill Blvd	Hayward	CA	94541	(510) 733-5881
3311	DHS Subs, Inc.	Hur Ling Hsiu	5385 Prospect Rd	San Jose	CA	95129	(408) 257-0108
3345		Parvez Sandhu	2095 W Bullard Ave	Fresno	CA	93711	(559) 435-0103
3357	Mitra & Sons, Inc.	Fatemeh M Saalabi	4075 Evergreen Village Sq Ste 130	San Jose	CA	95135	(408) 532-1974
3375	Otal LLC	Harmanjit Otal	20810 Avalon Blvd	Carson	CA	90746	(310) 323-9620
3381	Sakha & Roashan, Inc.	Mohamad Roashan	6083 El Cajon Blvd Ste A	San Diego	CA	92115	(619) 582-1481
3407		Doinita Serban-Zouris	9862 Mission Gorge Rd	Santee	CA	92071	(619) 562-7000
3411		Blanca Eaton	461 Canyon del Rey Blvd	Monterey	CA	93940	(831) 393-9800
3429		Kyu P. Han	1318 Bison Ave	Newport Beach	CA	92660	(949) 644-7363
3432	BROTHERS FOOD SYSTEMS, INC.	Harjit Pooni	30 Centerpointe Dr Ste 12	La Palma	CA	90623	(714) 562-0560
3438	DHS Subs, Inc.	Hur Ling Hsiu	251 S Mary Ave Ste 1	Sunnyvale	CA	94086	(408) 739-4075
3448	Best Sub To Go, Inc.	Homa Mirzaee	17917 Macarthur Blvd	Irvine	CA	92614	(949) 652-6200
3476		Bhupendra Patel	28 3rd St	San Francisco	CA	94103	(415) 348-8845
3477	Nanak Inc.	Daljit Sidhu	12195 Tributary Point Dr Ste 300	Gold River	CA	95670	(916) 985-0530
3485	JCQ Corporation	Jane Choi	2370 Crenshaw Blvd Ste D	Torrance	CA	90501	(310) 328-2020
3491	Roxclassics Incorporated	Roxanna Greene-Gletten	3728 Crenshaw Blvd	Los Angeles	CA	90016	(323) 294-5038
3506		Abdul Balouch	16931 Devonshire St	Granada Hills	CA	91344	(818) 831-9802

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
3507		Firooz Adel Amini	8953 Sunland Blvd	Sun Valley	CA	91352	(818) 768-3648
3510		Henry Kim	1461 N Montebello Blvd	Montebello	CA	90640	(323) 888-0200
3585		Armen Vartanian	16900 Sherman Way Ste 14	Van Nuys	CA	91406	(818) 988-4920
3589		Kayvon Kiamanesh	8625 Woodley Ave	North Hills	CA	91343	(818) 895-0095
3593		Seunghhee Park	1080 University Ave Ste 107	San Diego	CA	92103	(619) 293-7827
3617		Lucy Musharbash	8801 Central Ave Ste A	Montclair	CA	91763	(909) 482-1800
3637	AJS Subs, Inc.	Ananjit Aulakh	5244 University Pkwy Ste E	San Bernardino	CA	92407	(909) 880-2615
3640	QSDM, Inc.	Scott McPherson	32389 US Highway 79 S Ste 110	Temecula	CA	92592	(951) 303-9878
3658	Anaya Corporation	Patricia Pejoumand	15660 Arrow Hwy	Baldwin Park	CA	91706	(626) 851-3611
3660		Eric Danklefs	8850 Tampa Ave Ste 107	Northridge	CA	91324	(818) 407-1888
3710	H and Z Food, LLC	Hugh Rouhani	20044 Ventura Blvd	Woodland Hills	CA	91364	(818) 340-6461
3744		Sonia Masih	4662 Meridian Ave	San Jose	CA	95118	(408) 448-7849
3757	A & J Ventures, Inc.	Manora Bou	12018 Lakewood Blvd	Downey	CA	90242	(562) 803-5025
3758		John Bazerkanian	104 S Myrtle Ave	Monrovia	CA	91016	(626) 358-4111
3759		Ohano Fawzi	240 S Ventura Rd Unit A10	Oxnard	CA	93030	(805) 487-9496
3770		Dev Bagga	179 N McDowell Blvd	Petaluma	CA	94954	(707) 762-4884
3838	Charda, Inc.	Javad Andailbian	8500 Beverly Blvd Ste 153	Los Angeles	CA	90048	(310) 652-0411
3841	Gama & Sons Inc	Raffi Anserlian	3701 Ocean View Blvd Ste A3	Montrose	CA	91020	(818) 248-6364
3860		Derrick Chen	901 Polk St	San Francisco	CA	94109	(415) 567-0750
3877	American Chinese Industries II, Inc.	Steven Perry	306 E Main St Ste 200B	Stockton	CA	95202	(209) 466-6700
3880	Viadeli, Inc.	Anthony Viola	123 E El Camino Real	Mountain View	CA	94040	(650) 564-9900
3903		Bhupendra Patel	303 2nd St Ste 102N	San Francisco	CA	94107	(415) 495-5022
3929		Joseph Ama	2638 Homestead Rd	Santa Clara	CA	95051	(408) 260-0441
3934		Tilahun Wondimu	5466 Wilshire Blvd	Los Angeles	CA	90036	(323) 931-3516
3937	HKH Enterprise LLC	Huey Chan	432 Blossom Hill Rd	San Jose	CA	95123	(408) 227-8985
3945		Sarita Shukla	350 N McKinley St Ste 105	Corona	CA	92879	(951) 736-9102
3950		Didar Vraitich	1124 Oro Dam Blvd E Ste F	Oroville	CA	95965	(530) 538-9035
3990	Jabez Management, LLC	Jee Eun Song	35111 Newark Blvd Ste G	Newark	CA	94560	(510) 797-8282
4021		Adam Lari	8389 Topanga Canyon Boulevard	West Hills	CA	91304	(818) 888-7827
4044	Cal Q Ventures, Inc.	Khalidoun Monla	32371 Golden Lantern Ste E	Laguna Niguel	CA	92677	(949) 240-6161
4098	CRP Properties LLC	Chirag Patel	20655 Soledad Canyon Rd Ste 36	Canyon Country	CA	91351	(661) 424-9668
4099		Behnam Babajouni	11909 W Olympic Blvd	Los Angeles	CA	90064	(310) 479-9955
4100		Javad Abadi	10733 Long Beach Blvd	Lynwood	CA	90262	(310) 669-9944
4120		Balamurugan Shanmugam	1480 El Camino Real	Belmont	CA	94002	(650) 591-6095
4163	KSGL Investments Inc.	Kanaka Kanakamedala	709 N Azusa Ave	Azusa	CA	91702	(626) 812-9900
4214		Tom Huynh	12108 Saratoga Sunnyvale Rd	Saratoga	CA	95070	(408) 446-4457
4221	Pelita Inc	Susana Darmawan	604 Santa Cruz Ave	Menlo Park	CA	94025	(650) 326-0820
4228	Lotus Crown, LLC	Lany Trisno	5180 Stevens Creek Blvd Ste 20	San Jose	CA	95129	(408) 296-5400
4261	PTD, LLC	Khanh Do	578 Market St	San Francisco	CA	94104	(415) 956-3887
4262		Karream Lowe	5022 W Avenue N	Palmdale	CA	93551	(661) 722-8919
4284		Sue Kiengsiri	505 N Grand Ave Ste C	Walnut	CA	91789	(909) 468-5782
4331	Boulos Foods, Inc.	David Boulos	2320 W Main St	Turlock	CA	95380	(209) 667-7974
4357	Avengers, Inc.	Andre Bonyadian	445 S Figueroa St	Los Angeles	CA	90071	(213) 622-8877
4407	MSRB, Inc.	Rahul Bhanot	1001 Park Pl Ste E	San Mateo	CA	94403	(650) 578-8821
4409	Green Way A.G.A., Inc.	Andranik Gldjyan	12643 Sherman Way	North Hollywood	CA	91605	(818) 764-2424
4458	L & V Classic Subs, Inc.	Vicky Mai	212 Coddington Ctr	Santa Rosa	CA	95401	(707) 544-7093
4466		Carlos Ruiz De Castilla	1280B W Henderson Ave	Porterville	CA	93257	(559) 788-1008
4468	Queen Enterprises, Inc.	Surinder Randhawa	2431 W Florida Ave	Hemet	CA	92545	(951) 765-1002
4491	Chauhan Subs, Inc.	Balbir Chauhan	8610 Brentwood Blvd	Brentwood	CA	94513	(925) 308-7103
4511		Maya Patel	1034 West Arrow Highway Unit B	San Dimas	CA	91773	(909) 971-9719
4515	JRM Enterprise, LLC	Manginder Sohal	2914 N Main St	Walnut Creek	CA	94597	(925) 930-0090
4540	R S Sull, Inc.	Rajinder Sull	80 Beale St Ste 150	San Francisco	CA	94105	(415) 947-0955
4577	SAI Mazda Corp.	Viraf Bodhanwala	1843 E 4th St	Ontario	CA	91764	(909) 391-6555
4584	MB LIGHT HOUSE, INC.	Mehran Bakhtiari	3738 S Figueroa St	Los Angeles	CA	90007	(213) 749-1882
4649		Sukhrinder Atwal	1049 Cochrane Road Unit 120	Morgan Hill	CA	95037	(408) 778-9900
4816		Sook Pai	12740 La Mirada Blvd	La Mirada	CA	90638	(562) 902-5646
4900	Sonu and Ablu's Restaruant, Inc.	Satwinder Dhaliwal	7501 W Stockton Blvd	Sacramento	CA	95823	(916) 689-3311
4903	Bano Enterprises, Inc.	Mahien Alimohamady	23052 Lake Forest Dr Ste B1	Laguna Hills	CA	92653	(949) 707-0101
4931	Sodexo Management, Inc.	John Nappier	MCAS Building 2660 Main Food Court	San Diego	CA	92145	(858) 693-1153
5006	KNJ Foods, LLC	Tina Kumar	15568 Hesperian Blvd	San Lorenzo	CA	94580	(510) 278-8010
5013	CSR Enterprises, Inc.	Chirag S. Patel	16058 Goldenwest St	Huntington Beach	CA	92647	(714) 596-6264
5040	East Bay Quick Services, Inc.	Harinder Bhasin	951 Marina Village Pkwy Ste C	Alameda	CA	94501	(510) 865-1507
5068	E & P Sub World, Inc.	Eugene Sang Park	5201 E Washington Blvd Ste B	Los Angeles	CA	90040	(323) 263-2555
5072		James Thrower	29910 Murrieta Hot Springs Rd Unit P	Murrieta	CA	92563	(951) 304-9207
5089	Planet Mars Foods, Inc.	Vinod Sagar	12569 Limonite Ave Ste 320	Mira Loma	CA	91752	(951) 360-0464
5093	I.G.M. Corporation	Tammy M. Ingie	113 S State St	Ukiah	CA	95482	(707) 462-1140

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
5094	Topolly, Inc.	Claudia Rashidi	3533 E Chapman Ave Ste B	Orange	CA	92869	(714) 633-7120
5107		Vinod K. Sehgal	1945 N Campus Ave Ste A	Upland	CA	91784	(909) 985-2400
5112		Robert Demonte	9493 Telephone Rd	Ventura	CA	93004	(805) 659-3500
5134		Kathryn Jechura	121 Neal St	Grass Valley	CA	95945	(530) 272-7600
5162	Meher Enterprises, Inc	Ravinder Pahwa	519 Main St	Pleasanton	CA	94566	(925) 600-8627
5210		Sukhdev Samra	57750 29 Palms Hwy	Yucca Valley	CA	92284	(760) 365-5300
5219		Jayesh R Patel	1100 W Slauson Ave	Los Angeles	CA	90044	(323) 753-5228
5271	Bede LLC	Behnam Babajouni	15302 W Sunset Blvd	Pacific Palisades	CA	90272	(310) 459-3577
5322	QSV, Inc.	Dilip Bhaga	8935 Towne Centre Dr Ste 103	San Diego	CA	92122	(858) 452-8134
5391		Inderpal Singh Aulakh	13104B Highway 33	Santa Nella	CA	95322	(209) 829-1658
5419		Diana Hernandez	15040 Rogers Rd Unit 102	Patterson	CA	95363	(209) 895-7030
5477		Sharanjeet Sandhu	550 Morello Ave	Martinez	CA	94553	(925) 313-9050
5530	The Garbach Group, Inc.	Nickie Krebsbach	5103 W Goshen Ave	Visalia	CA	93291	(559) 732-6100
5568	Keith Shaw LLC	Keith Shaw	369 3rd St Ste C	San Rafael	CA	94901	(415) 258-2846
5569	Grewalz Investments	Rajkaramvir Singh	4415 Howard Rd	Westley	CA	95387	(209) 894-3232
5608	Nutri Stores, Inc.	Shahrokh Davood	1528 N Vermont Ave Ste A	Hollywood	CA	90027	(323) 805-2200
5621	Sanghvi Enterprises, Inc	Pnti Sanghvi	3743 W Chapman Ave	Orange	CA	92868	(714) 939-9224
5698		George Bashour	2200 Panama Ln	Bakersfield	CA	93307	(661) 833-9499
5800	Swager Enterprises, Inc.	Leland Swager	2625 Mount Vernon Ave Ste 105	Bakersfield	CA	93306	(661) 872-5130
5905	Vine Fuels, Inc.	Jeffrey Lebeouf	1240 E Whitmore Ave	Ceres	CA	95307	(209) 537-5900
5932	Premiere Cinemas	Alfred Silva Jr	601 McCray St Ste 103	Hollister	CA	95023	(831) 636-0140
5949	Dhan Guru Nanak, Inc.	Gurdeep Singh	6262 Van Nuys Blvd	Van Nuys	CA	91401	(818) 785-1255
6064	Acyle LLC	Ralph Acle	5434 Ygnacio Valley Rd Ste 220	Concord	CA	94521	(925) 673-5333
6068	Nutri Stores, Inc.	Shahrokh Davood	201 N Los Angeles St Ste 22	Los Angeles	CA	90012	(213) 995-3100
6103	Rajneet Enterprises, Inc.	Kuldeep Sawhney	10807 Beverly Blvd	Whittier	CA	90601	(562) 692-6600
6113	Laxa & Company LLC	Venerando Laxa	5019 Lone Tree Way Ste A	Antioch	CA	94531	(925) 778-2074
6116	East Bay Quick Services, Inc.	Harinder Bhasin	8450C Edgewater Drive	Oakland	CA	94621	(510) 777-9200
6257	MARPA LLC	Marie Sramek	6006 La Madrona Dr Ste B	Scotts Valley	CA	95060	(831) 438-0348
6269	Yumna Inc	Syed Ali Hussain	234 S Pacific Coast Hwy Ste 101	Redondo Beach	CA	90277	(310) 374-1070
6325	Sub Masters LLC	Sohail Shavalian	9301 Tampa Ave Ste 107	Northridge	CA	91324	(818) 341-7703
6335	Mablezza Enterprises, Inc.	Hugo A Meza	16475 Bolsa Chica St	Huntington Beach	CA	92649	(714) 846-2400
6371		David Baquerizo	1001 W Tehachapi Blvd Ste B400	Tehachapi	CA	93561	(661) 823-9886
6408		Elizabeth Pritchard	10021 Combie Rd	Auburn	CA	95602	(530) 268-0108
6417	West Coast Subs, Inc.	Ranjeet Nagra	3170 Fowler Ave Ste 102	Clovis	CA	93611	(559) 348-9901
6437	Pax Food System Corp.	Boram Nam	5950 Corporate Ave Ste 500	Cypress	CA	90630	(714) 952-8881
6543	Jai Laxmi Mata Hot Subs Corporation	Ramesh C Patel	2513 Riparian Drive Ste 120	Elk Grove	CA	95757	(916) 714-0133
6616	Pannu & Virk Brothers Enterprises, Inc.	Bikramjit Singh	3540 Riverside Plaza Dr Ste 316	Riverside	CA	92506	(951) 782-0337
6646	HTTS Corporation, Inc	Stephanie Lang	20 Woodside Plaza	Redwood City	CA	94061	(650) 216-7849
6684	Humphrey's Toasty Treats, Inc.	Susan Shafer	2475 Eureka Way	Redding	CA	96001	(530) 243-9869
6739		Joginder Sachdeva	1595 N Peach Ave Ste 101	Fresno	CA	93727	(559) 454-8477
6781	Harborview Heights, Inc.	Amritpual Brar	6701 N Milburn Ave Unit 120	Fresno	CA	93722	(559) 438-0400
6881	Yu & Da Dev Corporation	Young Lee	1822 North Main Street	Salinas	CA	93906	(831) 444-0900
6888	Toasted LLC	Beth Metrock	1850 Grass Valley Hwy Unit C320	Auburn	CA	95603	(530) 885-6700
6925	Bhatti Foods LLC	Sandip Bhatti	4845 Watt Ave Ste C	North Highlands	CA	95660	(916) 344-3599
6926	Bhatti Foods LLC	Sandip Bhatti	2625 Sierra Meadows Drive Unit 300	Rocklin	CA	95677	(916) 624-0116
6952	Gagan III, Inc.	Raj Rakkar	18555 Pistachio Dr Ste 101	Madera	CA	93637	(559) 664-9551
7063		Jasvir Rana	6306 Garfield Ave	Sacramento	CA	95841	(916) 334-0284
7075	Lil Toasty Inc.	Mindette Thomann	19009 Van Buren Blvd Unit 121	Riverside	CA	92508	(951) 780-4100
7084		Mandeep Grewal	855 N Lemoore Avenue Ste 100	Lemoore	CA	93245	(559) 925-9000
7121	KZN Enterprises, Incorporated	Gail Nickerson	2126 Columbus Pkwy	Benicia	CA	94510	(707) 748-0111
7161	Tistrya Holding, Inc.	Reza Kalantar	11740 Carmel Mountain Rd Ste 192	San Diego	CA	92128	(858) 613-0000
7217	GIJA #7217, Inc.	Imad Khoury	6740 Sepulveda Blvd	Van Nuys	CA	91411	(818) 908-9426
7231	TMC Group Enterprises Inc.	Timothy L. Lebkuecher	21540 Yorba Linda Blvd Ste B2	Yorba Linda	CA	92887	(714) 693-5900
7305	Verma's Toasty, Inc.	Jai Verma	1042 North El Camino Real Unit A	Encinitas	CA	92024	(760) 753-2257
7354	REB Holdings LLC	Brian Chow	26007 Eden Landing Rd	Hayward	CA	94545	(510) 732-2610
7371	DHPC Investment, Inc.	Peter Chung	2909 W 120th St	Hawthorne	CA	90250	(323) 779-9007
7438	DE DI DA, LLC	Hector Medina	5210 Olive Dr Ste B	Bakersfield	CA	93308	(661) 391-8200
7476		Sonal Raval	18011 Newhope St Ste C	Fountain Valley	CA	92708	(714) 444-4073
7499	Chez Alfie Inc.	Paul Sanford	1534 S Harbor Blvd	Anaheim	CA	92802	(714) 491-1600
7525		Edward Kwak	16536 Soledad Canyon Rd	Canyon Country	CA	91387	(661) 299-4597
7560	Boulos Foods, Inc.	David Boulos	1515 Mitchell Rd	Ceres	CA	95307	(209) 541-0911
7577		Ahmad Safari	105 Post Office Dr	Aptos	CA	95003	(831) 688-6600
7642		Satinder Kang	986 Sierra St	Kingsburg	CA	93631	(559) 897-3205
7675		Jasvinder Shergill	2263 W Cleveland Ave Ste A	Madera	CA	93637	(559) 674-6200
7676	Shergill Enterprises, Inc.	Ravinder Shergill	510 Bogue Rd	Yuba City	CA	95991	(530) 673-5500
7904		Reymundo Talavera	108 Sun Valley Mall Unit A136	Concord	CA	94520	(925) 825-4913

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
7941		Bhawandeep Brar	4441 W Ashlan Ave Ste 102	Fresno	CA	93722	(559) 275-4407
8075	NDR, Inc	Roween Sharma	7620 Folsom Auburn Rd	Folsom	CA	95630	(916) 988-2549
8076	Toasty Subs, Incorporated	Michael Corson	2301 Theater Dr Ste 100	Paso Robles	CA	93446	(805) 239-4750
8082	Ponto and Preston Limited Liability Company	Alan Preston	4049 Lone Tree Way	Antioch	CA	94531	(925) 753-1103
8106	William Osborn	William Osborn	390 W Aten Rd	Imperial	CA	92251	(760) 355-2702
8236	Horaa Inc.	Etenesh Benti	2472 Whipple Rd	Hayward	CA	94544	(510) 441-8100
8298	Barkat	Barkat Budhwani	9187 Clairemont Mesa Blvd Ste 3	San Diego	CA	92123	(858) 715-0448
8305	Balhar	Balhar Sandhu	209 E Louise Ave	Lathrop	CA	95330	(209) 858-1380
8440	Safna, Inc.	Walid A. Yosafi	2342 Park Ave	Tustin	CA	92782	(714) 258-3838
8613	Vikramjit	Vikramjit Sidhu	3621 California Ave	Bakersfield	CA	93309	(661) 633-1722
8615	Nancy	Nancy Delos Reyes	1501 Sloat Blvd Ste B	San Francisco	CA	94132	(415) 504-8615
8649	Vooly's Restaurant, Inc.	Armond Markarian	1001 N San Fernando Blvd	Burbank	CA	91504	(818) 841-0076
8652	Brendaly	Brendaly Navarrete	1857 Bellevue Rd	Atwater	CA	95301	(209) 357-7865
8653	Salvador	Salvador Navarrete	1108 E Prosperity Ave	Tulare	CA	93274	(559) 685-0393
8675	H.F.Q. Inc.	Hiroimi J Harris	12831 Moreno Beach Dr Ste 102	Moreno Valley	CA	92555	(951) 243-8888
8743	Kpaul Inc	Kathryn Jechura	841 Sutton Way	Grass Valley	CA	95945	(530) 273-9700
9064	Haram, Inc.	Lori Park	3377 Wilshire Blvd Ste 103	Los Angeles	CA	90010	(213) 388-8825
9082	SLSIdeas Inc.	Sergio Luis Socarras	3514 South St	Lakewood	CA	90712	(562) 790-8441
9211	Jinhee	Jinhee Seo	3210 El Camino Real Ste 1	Santa Clara	CA	95051	(408) 247-8357
9264	THT Enterprise LLC	Huu Tran	1390 Pear Ave Ste B	Mountain View	CA	94043	(650) 969-3030
9274	Demandate Inc.	Munisekaran	5978 Silver Creek Valley Rd	San Jose	CA	95138	(408) 224-0833
9533	Subs Etc LLC	Julie Chen	101 W Mission Blvd Ste 107	Pomona	CA	91766	(909) 622-9111
9609	Totally Fresh Subs, Inc.	Sonia Mejia	3060 Cochran Street	Simi Valley	CA	93065	(805) 522-3340
9770	Synergy QSR, Inc.	Jimmy Hutchinson	425 E Manchester Blvd	Inglewood	CA	90301	(310) 590-1438
9800	Darryl	Darryl Esmende	5252 Balboa Avenue	San Diego	CA	92117	(858) 569-5159
10023	Aramark Food and Support Services Group, Inc.	Jack Wixted	233A Student Center	Irvine	CA	92697	(949) 824-0656
10035	TABS Inc.	Nabil Andary	4995 Mowry Ave	Fremont	CA	94538	(510) 894-4731
10220	Joe & Matta, Inc.	Joseph Ibrahim	9659 Milliken Ave Ste D2	Rancho Cucamonga	CA	91730	(909) 481-2900
10280	DBAC Investments, Inc.	Angie Byeon	78010 Country Club Dr Ste B	Palm Desert	CA	92211	(760) 772-5738
10327	Verma's Toasty, Inc.	Jai Verma	409 Mission Ave Ste C120	Oceanside	CA	92054	(760) 433-2447
10330	BKShellus, Inc.	Brian Kim	201 S Lovekin Blvd	Blythe	CA	92225	(760) 921-2760
10399	Hukam Inc.	Jagjit Singh Sammi	10660 Sierra Ave Ste H	Fontana	CA	92337	(909) 355-3427
10762	Planet Mars Fast Foods Incorporated	Vinod Sagor	12434 N Mainstreet	Rancho Cucamonga	CA	91739	(909) 803-8600
10763	Omar	Omar Faruk	111 N Vineyard St Unit B	Ontario	CA	91761	(909) 605-0555
10813	James	James Dawdy	851 Cherry Ave Ste 15	San Bruno	CA	94066	(650) 588-6400
10843	Lian-Brofft	Derrick Ng	1586 Gateway Blvd Ste C7	Fairfield	CA	94533	(707) 435-8585
10889	Connie	Connie Maurera	8209 California City Blvd	California City	CA	93505	(760) 373-1300
11014	Jerrico	Jerrico Colada	15270 Summit Ave Ste 500	Fontana	CA	92336	(909) 899-7175
11062	Vaneet	Vaneet Sehgal	13188 Main St	Hesperia	CA	92345	(760) 948-8220
11456	Steve	Steve Bassi	467 Winton Parkway	Livingston	CA	95334	(209) 394-4142
11499	G & S INVESTMENTS ENTERPRISES, INC	Sam Kazmouz	83097 Avenue 48	Coachella	CA	92236	(760) 863-3714
11658	Cathychozkz Inc.	Maria DeGuzman	1211 Embarcadero	Oakland	CA	94606	(510) 533-6536
11767	Jaime Velasco Sub's Inc.	Antonio Galban	14898 Dale Evans Pky Unit 230	Apple Valley	CA	92307	(760) 961-7782
11881	Bahnam	Bahnam Shiralian	21970 Highway 46 Ste 102	Lost Hills	CA	93249	(661) 797-2469
11893	Dawn	Dawn Baird	701 N Main St	Alturas	CA	96101	(530) 233-1111
11917	Host International, Inc.	Jon Stentz	3665 N Harbor Dr	San Diego	CA	92101	(619) 231-5100 EXT107
11969	Austin G Enterprise Inc	Fadi Attalah	4290 Riverwalk Pkwy Ste 306	Riverside	CA	92505	(951) 359-6500
11974	SERTOM, LLC	Edgar Reynoso	7910 Frost St	San Diego	CA	92123	(858) 277-9090
12045	Triple A Development, Inc.	Jim DePierro	6470 Desert Queen Ave	Twentynine Palms	CA	92277	(760) 361-3100
12105	Host International, Inc.	Jon Stentz	6850 Airport Blvd Unit 28	Sacramento	CA	95837	(916) 283-2101
12192	Keromina Market Place, Inc.	Fahim Tanios	22045 Barton Rd	Grand Terrace	CA	92313	(909) 422-0660
12240	M.C.A. Financial Investments, Corp	Chetan Abrol	71808 Baker Blvd	Baker	CA	92309	(760) 733-4542
12279	Tony's Foods Inc.	Anthony Propst	1269 California Ave Ste 101	Pittsburg	CA	94565	(925) 427-6111
12610	Sonador, Inc.	Mohammad Yamini	137 N Montebello Blvd Ste E	Montebello	CA	90640	(323) 727-7717
12622	Golden Gate Petroleum	Dennis OKeefe	114 Harbor Way Ste 128	South San Francisco	CA	94080	(650) 737-9675
12623	Acyle, LLC	Ralph Acle	1975 Diamond Blvd Unit 150	Concord	CA	94520	(925) 685-6810
12643	Sodexo Management Inc.	John Nappier	1 LMU Dr	Los Angeles	CA	90045	(310) 338-1815
12649	Mehra Corporation	Mehboob Hussain	1009 Oliver Rd	Fairfield	CA	94534	(707) 939-3600
12660	G&S Investment Enterprises, Inc	Sam Kazmouz	78742 Highway 111 Ste B	La Quinta	CA	92253	(760) 771-4877
12708	Contract Management Services, Inc.	Robert Boyer	3480 Del Lago Blvd	Escondido	CA	92029	(760) 480-8705
12736	Gieris	Gieris Alalam	9158 W Olympic Blvd	Beverly Hills	CA	90212	(310) 786-9288
12737	Dillon & Sons, Inc.	Rajpal Dillon	202 North Plaza Dr	Visalia	CA	93291	(559) 651-1665
12743	BEDE GROUP CORPORATION	Behnam Babajouni	6325 Wilshire Blvd	Los Angeles	CA	90048	(323) 782-0665
12744	BEDE GROUP CORPORATION	Behnam Babajouni	2333 Lake Ave Ste C	Altadena	CA	91001	(626) 797-8650
12782	JRM Enterprise, LLC	Gurdeep Sohail	1280 Newell Ave Ste B	Walnut Creek	CA	94596	(925) 930-0996
12788	Papa Peanut Companies, Inc.	Matthew Burry	1280 1st St Ste E	Gilroy	CA	95020	(408) 847-0707

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					State	Store Zip	Store Phone
12799	NAVYA 246 ENTERPRISES	Gurmeet Singh	1850 Mount Diablo St	Concord	CA	94520	(925) 609-7849
12803	Gurunanak Investments, LLC	Kamal Dhami	2601 Oakdale Rd Ste N	Modesto	CA	95355	(209) 522-0555
12913	Garcha Ventures, Inc.	Dalbir Garcha	3031 Foothills Blvd Ste 100	Roseville	CA	95747	(916) 788-3031
12918		Sandeep Grewal	2241 Girard St	Delano	CA	93215	(661) 725-5142
12951		Parvez Sandhu	216 W Merced St Ste 104	Fowler	CA	93625	(559) 834-6284
12996		Ahmad Safari	1010 Pacific Ave Ste E	Santa Cruz	CA	95060	(831) 469-9999
13046	Otal LLC	Harmanjit Otal	531 E Carson St Ste A	Carson	CA	90745	(310) 518-5000
13057	Sweet & Tasty Inc.	Pedro Apolinar	799 E Foothill Blvd Ste A	San Luis Obispo	CA	93405	(805) 787-0237
13076	MGST III, LLC	Mojtaba Robatian	8971 Katella Ave	Anaheim	CA	92804	(714) 220-2288
13139	Bede Group Corporation	Dean Shabbouei	8717 Santa Monica Blvd	West Hollywood	CA	90069	(310) 360-7070
13145	Kim Tam Inc.	Kevin Nguyen	905 S Brookhurst St Bldg M	Anaheim	CA	92804	(714) 956-1550
13192		Farhad Ghafari	90 Skyport Dr	San Jose	CA	95110	(408) 437-1008
13200	Mani 426 Enterprises	Gurmeet Singh	6520 Hollis St	Emeryville	CA	94608	(510) 428-9944
13204		Ken Rabadia	16479 Bernardo Center Dr	San Diego	CA	92128	(858) 613-9339
13218		Kirandeep Kaur	1845 Herndon Ave Ste C	Clovis	CA	93611	(559) 322-1794
13234		Waseem Butt	1668 2nd St Ste J	Beaumont	CA	92223	(951) 845-6377
13237		Amir Butt	10798 Foothill Blvd Ste 110	Rancho Cucamonga	CA	91730	(909) 483-1325
13257		John Hughes	4051 Inglewood Ave Ste 101	Redondo Beach	CA	90278	(310) 644-7721
13324		Gary Johnson	2101 Webster St Ste 170	Oakland	CA	94612	(510) 986-0130
13329	Cadden Bros. Subs Inc.	Hugh Cadden	8321 Lincoln Blvd	Los Angeles	CA	90045	(310) 641-6800
13333	Convenience Food Services LLC	Erin Kremer	6412 E Spring St	Long Beach	CA	90815	(562) 425-9210
13342	Mashallah Inc.	Ashley Hussain	15617 Roy Rogers Dr	Victorville	CA	92394	(760) 951-5590
13359		Jacinta Anyakwo	7027 Katella Ave	Stanton	CA	90680	(714) 229-1644
13364	Sash Enterprises, Inc.	Faezeh Goharchin	12501 Burbank Blvd Ste 6	Valley Village	CA	91607	(818) 980-6626
13396	IN YOUR SKIN	Faegheh Malekzadeh	13252 Jamboree Rd	Irvine	CA	92602	(714) 505-5430
13433	Sub Masters, LLC	Sohail Shavalian	18080 Chatsworth St Ste A	Granada Hills	CA	91344	(818) 368-8400
13439	Sidhu Enterprises, LLC	Basant Sidhu	9170 Elk Grove Florin Rd Ste E	Elk Grove	CA	95624	(916) 714-9577
13442	American Subs Inc.	Sayed Hussain	2476 Las Positas Rd	Livermore	CA	94551	(925) 245-0800
13447	Nutri Stores, Inc.	Shahrokh Davood	1201 S Figueroa St	Los Angeles	CA	90015	(818) 640-2552
13450		Kylie Rivers	8555 Fletcher Pkwy Ste 103	La Mesa	CA	91941	(619) 466-4139
13475	T M And Sons Investments, Inc.	Satwinder Dhaliwal	980 9th St Ste 165	Sacramento	CA	95814	(916) 231-3142
13509	Symbiont Retailers LLC	Dinesh Sah	21534 Devonshire St Ste A	Chatsworth	CA	91311	(818) 734-7827
13519	Herbnious Enterprises, LLC	Luis Hernandez	910 J St Unit 2	San Diego	CA	92101	(619) 696-9755
13628		Mostafa Eldefrawy	3352 Yorba Linda Blvd	Fullerton	CA	92831	(714) 854-9784
13630	STV'S & JEN'S SUBS 1, L.L.C.	Esteban Lopez	515 W Central Ave Unit B	Lompoc	CA	93436	(805) 736-6009
13639		Pervez Hayat	501A San Pablo Towne Ctr	San Pablo	CA	94806	(510) 233-8000
13641	WDFa Ventures II LLC	LLC WDFa Ventures II	3967 Missouri Flat Rd Ste 160	Placerville	CA	95667	(530) 622-7878
13738	Phantom Reality Inc.	Ryan Fitzgerald	6801 Hollywood Blvd Ste 321	Los Angeles	CA	90028	(323) 464-3333
	1 Orr Development, LLC	Sheryl Orr	12201 E Arapahoe Rd	Centennial	CO	80112	(303) 706-9426
	2 KCS Enterprises, Inc.	Kyung Chan Song	601 E Broadway St Ste E	Boulder	CO	80305	(303) 494-5360
	7 Summit Sandwich, Inc.	Mark A Lineaweaver	191 Blue River Pkwy	Silverthorne	CO	80498	(970) 468-6067
	16 Wahlmeier Enterprises, LLC	Maurice Wahlmeier	4403 S Tamarac Pkwy	Denver	CO	80237	(303) 796-7050
	23 escape, incorporated	Stephen Bond	8053 S Broadway	Littleton	CO	80122	(303) 795-1500
	27 Jemys Corp.	Alice Pham	1040 W 104th Ave	Northglenn	CO	80234	(303) 252-1303
	43 Deliku, LLC	Teddy Hadi	1660 Lincoln St Ste 105	Denver	CO	80264	(303) 831-8282
	79 BCBK, Inc.	William Weiss	5122 S Broadway	Englewood	CO	80113	(303) 761-7001
	139 Hsu Holdings, Ltd	James Hsu	415 Main St	Alamosa	CO	81101	(719) 589-2024
	188 Q188, LLC.	Teddy Hadi	999 18th St STE 136	Denver	CO	80202	(303) 293-3779
	208 Jan-Bert, LLC	Janis R Haines	1316 Main Ave Ste 2	Durango	CO	81301	(970) 259-1060
	229 The Reata Petroleum Corporation	Kathy Sanger	21804 US Highway 6	Sterling	CO	80751	(970) 522-1220
	444 MHKD INC	Robert Huntsman	630 E 29th St	Loveland	CO	80538	(970) 663-7130
	524 J & P LLC	Jagadish Panday	1661 Stout St	Denver	CO	80202	(303) 352-0195
	560	Allen Dean Anderson	113 E Olive St	Lamar	CO	81052	(719) 336-3040
	578 Panangos, Inc.	Scott Ryan	14413 W Colfax Ave	Golden	CO	80401	(303) 273-0465
	1326 KCS Enterprises Inc.	Kyung Chan Song	1606 Conestoga St Ste A	Boulder	CO	80301	(720) 565-1200
	2836	Jocelyn Kruse	800 Englewood Pkwy Unit 100	Englewood	CO	80110	(303) 806-6660
	3020 BPS Enterprises, Inc.	Bradley Shelton	8770 Wadsworth Blvd Unit T	Arvada	CO	80003	(303) 423-5500
	3021 Kee's LLC	Kwonju Kee	12792 W Alameda Pkwy Ste B	Lakewood	CO	80228	(303) 984-0208
	3309 Grateful D, Inc.	Daniel S Kessels	3040 28th St	Boulder	CO	80301	(303) 443-7827
	3518 RLT Enterprises LLC	Barbara Gold	1420 E 18th Ave	Denver	CO	80218	(303) 830-2030
	4159 Rivard Enterprises Limited	Clinton Rivard	6366 E Evans Ave Unit A	Denver	CO	80222	(303) 691-2600
	4282	John Moran	3639 Baltimore Ave	Pueblo	CO	81008	(719) 542-3339
	4322 Loco Bull LLC	Margarita Brizuela	2514 E Arapahoe Rd Ste 330	Centennial	CO	80122	(720) 529-3278
	4323 Loco Bull LLC	Margarita Brizuela	7939 E Arapahoe Rd Ste 110	Greenwood Village	CO	80112	(720) 529-5599
	4425 Silver Pearl, LLC	Ho Sung Kwak	270 W 14th Ave	Denver	CO	80204	(303) 446-0923
	4426 escape, incorporated	Stephen Bond	216 16th St Ste 100	Denver	CO	80202	(303) 454-9044

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
4453	HMK Enterprise, Inc.	Hye Jung	312 Metzler Dr Ste D	Castle Rock	CO	80108	(303) 660-1490
4739	VNKN, LLC	Nhan Huynh	1627 S Havana St	Aurora	CO	80012	(303) 306-1211
4948	J&V Bombay Enterprises, Inc.	Violet Rodrigues	105 Wadsworth Blvd Unit C	Lakewood	CO	80026	(303) 233-0434
5181	VNKN, LLC	Nhan Huynh	18880 E Hampden Ave	Aurora	CO	80013	(720) 876-1166
5244	M & L Inc.	Martin Dang	5365 Spine Rd	Boulder	CO	80301	(303) 530-5005
5437	Curtiss Enterprises Inc.	Jeffrey Curtiss	1550 Main St	Windsor	CO	80550	(970) 674-3377
5526	Pansra, LLC	Paul Arnold	14715 W 64th Ave Unit A	Arvada	CO	80004	(303) 420-7673
5713	ALV #5713, Inc	Lori Valerio	3790 E 104th Ave	Thornton	CO	80233	(303) 450-3000
6180	SUPREME VALVE INC.	Timothy Cooper	685 Marketplace Plaza Ste C4	Steamboat Springs	CO	80487	(970) 871-6787
6751	Om Enterprises Inc.	Renu Kohli	8426 Pearl St	Thornton	CO	80229	(303) 288-3211
8259	TeamRiem5 LLC	Joshua Riemer	3535 Quebec St	Denver	CO	80207	(303) 393-9300
9338	Creative Host Services, Inc.	Jim Wasson	7770 E Drennan Rd	Colorado Springs	CO	80916	(719) 596-1590
9447	Tejes Holdings LLC	Anil Vijay	11169 E I25 Frontage Rd Ste D	Firestone	CO	80504	(303) 772-7120
9456	Pansra, LLC	Paul Arnold	5095 Kipling St Unit 110	Wheat Ridge	CO	80033	(720) 898-0260
9529	Powdr - Copper Mountain LLC	Laura Hunter	0050 Highway 91	Copper Mountain	CO	80443	(970) 968-3474
10126	J-n-C Enterprises, Inc.	Joseph Zazzaretti	40B Market St	Glenwood Springs	CO	81601	(970) 945-4555
10810	PRNelson, Inc.	P Nicole Nelson	4505 Peoria St	Denver	CO	80239	(303) 574-3033
10811		P Nicole Nelson	7211 Sheridan Blvd Ste 100	Westminster	CO	80003	(303) 426-7827
11308	J & J Food Enterprise	Young Kim	4640 Pecos St Unit A	Denver	CO	80211	(303) 433-0895
11584		Guadalupe Ramirez	2237 Prairie Center Pkwy Ste E	Brighton	CO	80601	(303) 654-1160
12145	Chromie Foods, LLC	Ryan Turner	2448 Colorado Blvd	Idaho Springs	CO	80452	(303) 567-4336
12430	MWO Enterprises LLC	Mark Ore	10970 S Parker Rd Unit A12	Parker	CO	80134	(303) 841-7929
12436	JKJZG123 LLC	Joshua Riemer	2990 N Speer Blvd Unit 2	Denver	CO	80211	(303) 433-1626
12668	Wyatt Family Enterprises, LLC	Gwen Wyatt	3643 Star Ranch Rd	Colorado Springs	CO	80906	(719) 536-0075
12778	HMK Enterprise, Inc.	Hye Jung	8225 S Chester St Ste 104	Centennial	CO	80112	(303) 790-1015
12921	K & G Petroleum LLC	Preet Puri	80 Plum Creek Pkwy	Castle Rock	CO	80104	(303) 814-2053
13227	BAK Holdings LLC	George Aikens	3000 S 23rd Ave Unit 1	Greeley	CO	80631	(970) 353-2125
4494	Gilan, LLC	Mojgan Akhundzadeh	263 Boston Post Rd Ste 2	Orange	CT	06477	(203) 795-7000
5367	R & O, Inc.	Robert Weiner	9 Hazard Ave	Enfield	CT	06082	(860) 745-3090
6204	KOR OF CONNECTICUT, LLC	Homeira Farzamifar	600 N Colony Rd	Wallingford	CT	06492	(203) 284-0165
6677	Aakash Enterprises, LLC	Prashant Dave	100 Trumbull St	Hartford	CT	06103	(860) 241-9223
6797	Gayatri Devi LLC	Hitendra Raval	1088 Main Street	East Hartford	CT	06108	(860) 291-8325
6869		Ali A Mohseni	960 Main St	Bridgeport	CT	06604	(203) 331-9500
7717		Mohamad Ramadan	26 N Main St	Southington	CT	06489	(860) 620-0082
7832	Scratch, LLC	Hicham Chamarkhi	88 Ryders Ln	Stratford	CT	06614	(203) 375-7827
8010	East Lyme Subs LLC	Ehsan Hussaini	250 Flanders Rd	East Lyme	CT	06333	(860) 691-8347
8446	JP Soni LLC	Jignesh Soni	799 New Haven Rd	Naugatuck	CT	06770	(203) 729-4411
8569		Ebadath Chowdhoury	441 Long Hill Rd	Groton	CT	06340	(860) 445-7827
9070		Nicholas Kleopoulos	100 Hawley Ln	Trumbull	CT	06611	(203) 385-3824
12334		Ehsan Hussaini	179 Linwood Ave	Colchester	CT	06415	(860) 537-2672
12565		Visweswara Chilakapati	607 Main Ave	Norwalk	CT	06851	(203) 810-4255
13672	Zmark, LLC	Nicolas Logan	4573 Main St	Bridgeport	CT	06606	(203) 212-3554
730	Behirdar Corporation	Meaza Zemedu	1401 New York Ave NW Fl 9	Washington	DC	20005	(202) 393-7374
2686		Satwinder Singh	4481B Connecticut Ave NW	Washington	DC	20008	(202) 537-0074
2806	AKIB Enterprise, Inc.	Fahmida Hossain	660 Pennsylvania Ave SE	Washington	DC	20003	(202) 547-1822
2934	Diversified Business Incorporated	Tapan Mazumdar	810 Potomac Ave SE Frnt 1	Washington	DC	20003	(202) 544-2538
2975		Mohammad Ali	772 5th St NW	Washington	DC	20001	(202) 789-0022
3321		Bikash Saha	400 C St SW	Washington	DC	20024	(202) 646-0300
3322		Bikash Saha	1710 G St NW	Washington	DC	20006	(202) 408-0008
3475		Mohammed Sultan Miah	750 I St NW	Washington	DC	20001	(202) 393-5800
3499	Salvina LLC	Brian Do	1250 U St NW Ste C	Washington	DC	20009	(202) 299-0100
3503		Delwar Hossain MD	1025 Vermont Ave NW	Washington	DC	20005	(202) 347-7406
3516	Blue Sky, Inc.	Farid Ahmed	1707 L St NW	Washington	DC	20036	(202) 785-0780
4258		Monis Habashi	208 Michigan Ave NE	Washington	DC	20017	(202) 332-9555
4259	A&J Gourmet, Inc.	Angela Han	1300 L St NW	Washington	DC	20005	(202) 408-0101
6264	MMA, INC.	Mohammad Miah	1331 Pennsylvania Ave NW	Washington	DC	20004	(202) 347-9690
6679	Starvision Inc.	Mohammad Khan	1300 Pennsylvania Avenue Northwest	Washington	DC	20004	(202) 289-3594
11517	Aramark Food and Support Services Group, Inc.	Jack Wixted	620 Michigan Ave NE	Washington	DC	20064	(202) 319-5295
12277		Kazi Mohiuddin	80 F St NW	Washington	DC	20001	(202) 783-2136
13717		Suman Saha	1140 19th St NW Ste 250	Washington	DC	20036	(202) 223-4410
5092	JNJ Toasty Subs LLC	James Hoban	1253 New Churchmans Rd	Newark	DE	19713	(302) 368-8323
5825	Ramm, Inc.	Manoj N Patel	824 N Market St Ste 1	Wilmington	DE	19801	(302) 654-5315
7298	Gunatit LLC	Sanjay Patel	651 Naamans Road	Claymont	DE	19703	(302) 347-0401
7665	Aramark Food and Support Services Group, Inc.	Jack Wixted	17 W Main St	Newark	DE	19716	(302) 831-0510
10357	Carben of Delaware, Inc.	Carol Holland	123 E Dupont Hwy, Ste 4	Millsboro	DE	19966	(302) 934-5959
11925		Linda Dean	22932 Sussex Hwy	Seaford	DE	19973	(302) 628-7849

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
12101	Aramark Food and Support Services Group, Inc.	Jack Wixted	17 W Main St	Newark	DE	19716	(302) 831-0510
12103	Aramark Food and Support Services Group, Inc.	Jack Wixted	Smith Hall, 1st Floor Snack Bar	Newark	DE	19716	(302) 831-0510
13174	RCG Enterprises, LLC	Rodney Griffin	1245 N Dupont Hwy	Dover	DE	19901	(302) 674-4301
95	FEQ 95, LLC	Daryll Futch	111 S State Road 19 Unit 1	Palatka	FL	32177	(386) 329-9003
231	Krisna, L.L.C.	Amit Patel	1155 S Dale Mabry Hwy	Tampa	FL	33629	(813) 636-4040
709	Luckshmi's Inc.	Sagar Mukhi	901 Cortez Rd W	Bradenton	FL	34207	(941) 727-7827
1042		Asif Ghaffar	1828A N University Dr	Plantation	FL	33322	(954) 916-0047
1050	CRRJR Enterprises, Inc.	Charles Robinson Jr	415B Mary Esther Cut Off NW	Fort Walton Beach	FL	32548	(850) 664-6800
1068		Rosemarie Pattison	5917 Manatee Ave W Ste 501	Bradenton	FL	34209	(941) 761-4669
1092	Q Gators, LLC	Edward Hurt	201 SE 1st St	Gainesville	FL	32601	(352) 338-1807
1168	Exotic Concrete Tiles Corp	Ana Marina	3273 Hollywood Blvd	Hollywood	FL	33021	(954) 981-9440
1170		Ronald Haller	2422 W Brandon Blvd	Brandon	FL	33511	(813) 653-1002
1201	VIBGYOR LLC	Venkat Puskur	1301 S Babcock St	Melbourne	FL	32901	(321) 728-8090
1293	KTJW Enterprises, LLC	Kevin Tackett	1392 W International Speedway Blvd	Daytona Beach	FL	32114	(386) 238-1811
1306	College Park Foods, Inc.	Steven Danaher	2100 Edgewater Dr	Orlando	FL	32804	(407) 650-8900
1321	FEQ 1321, LLC	Daryll Futch	2025 Riverside Ave Ste 201	Jacksonville	FL	32204	(904) 389-1696
1407	Coyle Industries Inc.	Michael Coyle	433 North Alafaya Trail Ste E8	Orlando	FL	32828	(407) 380-3881
1471	The Avila Group, LLC	Lorenzo Lorenzo	91 NW 1st St	Miami	FL	33128	(305) 577-3322
1526	Q-1, Inc.	David Johnston	6307 N 9th Ave Ste 4	Pensacola	FL	32504	(850) 474-6565
1531	OSOL Group, LLC	Olga Pastrana	2600 NW 87th Ave Ste 10	Miami	FL	33172	(305) 477-6803
1557		Hatif Ahmed	2550B W Commercial Blvd	Tamarac	FL	33309	(954) 486-2323
1558		Faisal Ghaffar	2531C W Sample Rd	Pompano Beach	FL	33073	(954) 974-4927
1607	Q Florida, LLC	Edward Hurt	3822 W Newberry Rd Ste A	Gainesville	FL	32607	(352) 379-0102
1624		Scott Uyema	8475 S John Young Pkwy	Orlando	FL	32819	(407) 447-7849
1772	MM&G Good Point, Inc.	Yohanna Montes	2888 N University Dr	Coral Springs	FL	33065	(954) 344-4446
1864	FEQ 1864, LLC	Daryll Futch	4765 Hodges Blvd Ste 2	Jacksonville	FL	32224	(904) 223-1989
1932	Shriya Enterprises, Inc.	Minish Patel	9370 W Commercial Blvd	Sunrise	FL	33351	(954) 749-5151
1963	GM Foods LLC	Vahe Gharibyan	7967 S Orange Blossom Trl	Orlando	FL	32809	(407) 856-1885
1983	The QZL Corporation	Diana Haller	5509 E Fowler Ave	Tampa	FL	33617	(813) 984-6121
2015		Patrick O'Carroll	3545 SW 34th St Ste C	Gainesville	FL	32608	(352) 335-3838
2069	Bruka, Inc.	M. Abigail Degasperi	11850 Biscayne Blvd	North Miami	FL	33181	(305) 981-2281
2119	Sagar Corp. of Jacksonville	Falguni Kumar	224 N Hogan St	Jacksonville	FL	32202	(904) 798-8889
2270	JLE Futures, Inc.	Laura Acker	5960 Beach Blvd Ste 2	Jacksonville	FL	32207	(904) 396-6800
2423	Nave's Place, Inc	Hui Nave	9802 Baymeadows Rd Ste 4	Jacksonville	FL	32256	(904) 997-7774
2427	PNRT, LLC	Narottam Singh	303 SE 17th St Ste 310	Ocala	FL	34471	(352) 867-1515
2568	CH Restaurant Group, Inc.	Helene Zaydon	2490 SW 17th Ave	Miami	FL	33145	(305) 854-3836
2745	Shubh Sales, Inc.	Mintu Patel	3796 W Hillsboro Blvd	Deerfield Beach	FL	33442	(954) 571-8686
3022	L & P Chilano, Inc.	Peter M Chilano	12515 State Road 535	Orlando	FL	32836	(407) 827-1110
3065		Ravinder Dhillon	3083 SW Martin Downs Blvd	Palm City	FL	34990	(772) 463-0244
3085	Ultisub, LLC	Fernando Salam	1200 Yamato Rd Ste C7	Boca Raton	FL	33431	(561) 994-9600
3209	K R & K Enterprises, L.L.C.	Rhonda Pavone	4350 N Atlantic Ave	Cocoa Beach	FL	32931	(321) 783-5400
3279	K,R & K Enterprises, L.L.C.	Kris Hildebrandt	7155 N Wickham Rd Ste B	Melbourne	FL	32940	(321) 752-6203
3425	Aman Corp	Meeta Jain	6314 Powerline Rd	Fort Lauderdale	FL	33309	(954) 492-5551
3473	Q.A. Sub of South Florida, Inc.	Geisly Quintana	2451 W 68th St Ste 5	Hialeah	FL	33016	(305) 698-8120
3535	Stado Enterprises, Inc.	Ricardo Stambury	7300 SW 117th Ave	Miami	FL	33183	(305) 270-0188
3549	KTJW Enterprises, LLC	Alleen Fields	101 E Plymouth Ave	Deland	FL	32724	(386) 736-6300
3550		Alleen Fields	1270 Saxon Blvd Ste 101	Orange City	FL	32763	(386) 456-0026
3672	A.G.H.A. Subs Corp.	Mohammad H Usman	16733 NW 67th Ave	Hialeah	FL	33015	(786) 621-9898
3688	Margate Subs Cororation	Derrick Edwards	5501 W Atlantic Blvd	Margate	FL	33063	(954) 580-0826
3690	Antina Lee Investments, Inc.	Steven Borger	3050 Oakwood Blvd	Hollywood	FL	33020	(954) 929-7000
3743	KTJW Enterprises, LLC	Kevin Tackett	1345 W Granada Blvd Unit 6	Ormond Beach	FL	32174	(386) 677-3606
4041	D & M Enterprises, LLC	Mark E Lumsden	8229 W Flagler St	Miami	FL	33144	(305) 265-9322
4084	Beclyn Enterprises, Inc.	Nathan Neal	5000 S Clyde Morris Blvd Ste 15	Port Orange	FL	32127	(386) 322-9500
4195	SHREE JALARAM #2 INC.	Bhupendra Patel	16520 S Tamiami Trl Ste 8	Fort Myers	FL	33908	(239) 433-2722
4378	GHA, LLC	Adel B. Hanna	8249 Vineland Ave	Orlando	FL	32821	(407) 778-0037
4560		Arjune Singh	12388 SW 127th Ave	Miami	FL	33186	(305) 238-1340
4918		Edgar Aponte	7100 SW 40th St	Miami	FL	33155	(305) 665-4595
4951	INS, LLC	Ishkhan Hunanyan	250 N Orlando Ave Ste A101	Maitland	FL	32751	(407) 478-0701
5126		Siddharth Shah	1700 Citrus Blvd Ste 1714-1A	Leesburg	FL	34748	(352) 787-0015
5192	Subrang, Inc.	Saqib R. Khan	7750 Okeechobee Blvd Ste 15	West Palm Beach	FL	33411	(561) 688-8977
5230	Boynton Subs One, LLC	Venkat Puskur	1618 S Federal Hwy	Boynton Beach	FL	33435	(561) 752-4706
5398	C & G Management, LLC	Gladys Diaz	14142 SW 8th St	Miami	FL	33184	(305) 226-7474
5557	Clark 5557, LLC	Terry Lalosh	5336 Clark Rd	Sarasota	FL	34233	(941) 921-7849
5618		Jamal Aziz	12381 Pembroke Rd	Pembroke Pines	FL	33025	(954) 517-0000
5743	J & K Food Corporation Inc.	Manish Shukla	916 SW Gattlin Blvd	Port Saint Lucie	FL	34953	(772) 340-7589
5847	OMNI, Inc.	Jayshree Solay	12945 S Orange Blossom Trl	Orlando	FL	32837	(407) 856-3731

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
6001	Guzman Corp.	Orlando	Guzman	3330 NW 72nd Ave	Miami	FL 33122	(305) 436-5640
6107	Showtime Technology & Design, LLC	Marcus	De Orleans	2941 SW 160th Ave	Miramar	FL 33027	(954) 433-4818
6143	6143 Rising Inc.	Pooja	Zagda	6607 S Semoran Blvd	Orlando	FL 32822	(407) 851-3444
6188	Quizbiz, LLC	Leroy	Fawkes	1881 N Federal Hwy	Hollywood	FL 33020	(954) 922-8676
6200	V & N, LLC	Vipul	Patel	110 State Road 436	Casselberry	FL 32707	(407) 831-1005
6266	Abbas LLC	Munawar A.	Dharamsey	1850 W Blue Heron Blvd Ste 2	Riviera Beach	FL 33404	(561) 844-4991
6289	Geeta & Arun, Inc.	Geeta	Patel	7169 Philips Hwy	Jacksonville	FL 32256	(904) 470-0134
6360	Guzman Enterprises Inc.	Julio	Guzman	698 North Homestead Boulevard Unit 101	Homestead	FL 33030	(305) 247-6772
6407	BreMar, LLC	Brett	Elwell	6950 Overseas Hwy	Marathon	FL 33050	(305) 743-5704
6495	CH Restaurant Group No. 2, Inc.	Cory	Hart	10678 NW 19th St	Doral	FL 33172	(305) 471-7774
6506	Nolen Holdings, Inc.	Cindy	Nolen	13378 Cortez Blvd	Brooksville	FL 34613	(352) 610-4444
6507		Priti	Desai	3932 Hypoluxo Rd	Boynton Beach	FL 33436	(561) 304-2518
6556	2TYKES, INC.	Phil	Van Meter	142 Palm Blvd N	Niceville	FL 32578	(850) 678-4440
6910	TL Holdings, LLC	Terry	Lalosh	9118 Town Center Pkwy Ste 102	Bradenton	FL 34202	(941) 388-0959
6980	CSL Enterprise LLC	Ted	Coolidge	4605 Old Canoe Creek Road	Saint Cloud	FL 34769	(407) 892-7827
7126	CRB Loudon, LLC	Brian	Loudon	240 Citrus Tower Blvd	Clermont	FL 34711	(352) 536-2971
7157	Tandazo Group, LLC	Clara	Tandazo	10201 Hammocks Blvd Ste 135	Miami	FL 33196	(305) 386-0386
7288	Aramark Food and Support Services Group, Inc.	Jack	Wixted	196 Palmetto St	Tallahassee	FL 32301	(850) 645-2835
7398	Kazbi, Inc.	Robert	Bickford	7911 W Gulf to Lake Highway Ste 8	Crystal River	FL 34429	(352) 795-7955
7662	Airport Management Services, LLC	Jay	Marshall	1701 State Road 85 N Ste 2	Eglin AFB	FL 32542	(850) 609-1582
7863		Kelly	Meyer	11043 Crystal Springs Road	Jacksonville	FL 32221	(904) 695-7827
8008	Chumpy's Too LLC	Amanda	Ritchey	9527 Regency Square Blvd	Jacksonville	FL 32225	(904) 725-2744
8109	Host International, Inc.	Jon	Stentz	4250 NW 20th St	Miami	FL 33122	(305) 876-0815
8193	The Pantry, Inc.	Wayne	Cox	4775-1 Fay Blvd	Cocoa	FL 32927	(321) 631-7394
8360	Sun Subs Inc.	Frank	Monteiro	13955 W Sunrise Blvd	Sunrise	FL 33323	(954) 838-7788
8364	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Hub Food Court	Gainesville	FL 32611	(352) 392-9411
8410	Clay Saints, LLC	James	Marshall	1338 N Ferdon Blvd	Crestview	FL 32536	(850) 682-0531
8416	KTJW Enterprises, LLC	Kevin	Tackett	1015 A1A Beach Blvd	Saint Augustine	FL 32080	(904) 461-4200
8668	Compass Group USA, Inc.	Mike	Brandon	777 Glades Rd	Boca Raton	FL 33431	(561) 297-0369
8681	M & M Hill, LLC	Michael	Hill	320 Moore Rd	Ocoee	FL 34761	(407) 656-7214
8879	Nadia's Ice, LLC	Christine	Ageladelis	8536 Ridge Rd	New Port Richey	FL 34654	(727) 841-0400
9016	QUE3 Enterprises, Inc.	Donna	Baker	1934 Kings Hwy	Port Charlotte	FL 33980	(941) 255-7849
9100	The Pantry, Inc.	Wayne	Cox	5198 SE Abshier Blvd	Bellevue	FL 34420	(352) 245-7841
9133	Chennattu Enterprises Inc.	Manumon	Mathai	6304 Forest Hill Blvd	Greenacres	FL 33415	(561) 433-4140
9147	YJ, INC.	Yogesh	Jagasia	3220 N Roosevelt Blvd	Key West	FL 33040	(305) 296-7827
9148		Yogesh	Jagasia	722 Duval Street	Key West	FL 33040	(305) 292-7827
9270	Eumac, LLC	Edgar	Cruz	3520 W18th Ave Ste 100	Hialeah	FL 33012	(305) 364-3638
9412	Punta Gorda Petroleum Inc	Munaf	Rashid	26520 Jones Loop Rd	Punta Gorda	FL 33950	(941) 637-8486
9528	Host International, Inc.	Jon	Stentz	5503 W Spruce St	Tampa	FL 33607	(813) 396-3169
9613	Shak Corp.	Shahzad	Kashar	2331 State Rd 7	Hollywood	FL 33021	(954) 987-1026
9700		Srinivas	Madireddy	1214 Capital Cir SE Ste H	Tallahassee	FL 32301	(850) 878-6604
9974	AGJW Enterprises, LLC	Kevin	Tackett	250 N Atlantic Ave Ste 206	Daytona Beach	FL 32118	(386) 238-8777
9975	AGJW Enterprises, LLC	Kevin	Tackett	14766 E Orange Lake Blvd Unit 1D	Kissimmee	FL 34747	(407) 239-7849
10123	Compass Group USA, Inc.	Mike	Brandon	11000 University Pkwy	Pensacola	FL 32514	(850) 474-3197
10282		Luis	Iglesias	10727 Narcoossee Rd Unit B	Orlando	FL 32832	(407) 273-3221
10302	The Pantry, Inc.	Wayne	Cox	10106 Granite Pl	Jacksonville	FL 32226	(904) 757-7205
10342	Irrefutable Enterprise Inc	Jose	Feliu	10548 SW 8th St	Miami	FL 33174	(305) 480-5786
10372	Alyssaash, LLC	Jeffrey	Montalbano	3119 Daniels Road	Winter Garden	FL 34787	(407) 654-3700
10410	Host International, Inc.	Jon	Stentz	5507 W Spruce St	Tampa	FL 33607	813-396-3977 ext 286
10532	DVS Enterprises, LLC	Shivali	Nangia	14965 Old Saint Augustine Rd	Jacksonville	FL 32258	(904) 288-0225
10590	M & M Foods of Miami, Inc.	Marco	Pinel	9700 NW 115th Way	Medley	FL 33178	(305) 883-3146
10717	Bricyn Too, Inc.	Brian	Murphy	11375 SW 40th St	Miami	FL 33165	(305) 229-9242
11006	R.F.K. Investments, Inc.	Maria	DelosRios	14459 Miramar Pkwy	Miramar	FL 33027	(954) 431-5555
11110	A & C ENTERPRISE, LLC	Arthur	Cedeno	511 SW Pine Island Rd Unit 103	Cape Coral	FL 33991	(239) 242-8789
11292	Suhani Enterprises, Inc.	Hani	Bhatt	6975 W Broward Blvd	Plantation	FL 33317	(954) 587-0041
11588	CLEARCOR, INC.	Mark	Cleary	525 Tamiami Trail South	Venice	FL 34285	(941) 484-7667
11649	Host International, Inc.	Jon	Stentz	11000 Terminal Axis Road	Fort Myers	FL 33913	(239) 482-3507
11869	Compass Group USA, Inc.	Mike	Brandon	1 UNF Dr Bldg 58W	Jacksonville	FL 32224	(904) 620-3016
11895	Compass Group USA, Inc.	Mike	Brandon	101 W State St	Jacksonville	FL 32202	(904) 355-1008
11980	Host International, Inc.	Jon	Stentz	2400 Yankee Clipper Dr Ste 206	Jacksonville	FL 32218	(904) 741-0040
12138	United Golfers, LLC	Mauricio	Urdaneta	6230 Coral Ridge Drive Unit 106	Coral Springs	FL 33076	(954) 757-4333
12319	Host International, Inc.	Jon	Stentz	1 Airport Blvd	Orlando	FL 32827	(407) 851-1334
12443	4L Success Investments, LLC	Jennie	Delfin	11915 Beach Blvd Ste 112	Jacksonville	FL 32246	(904) 524-8822
12485	Sun Subs, Inc.	Frank	Monteiro	377 N State Road 7 Unit 101	Plantation	FL 33317	(954) 585-1099
12513	Aramark Food and Support Services Group, Inc.	Jack	Wixted	118 Varsity Way	Tallahassee	FL 32306	(215) 238-4091
12514	Aramark Food and Support Services Group, Inc.	Jack	Wixted	104 N Woodward Ave	Tallahassee	FL 32304	(215) 238-4091

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
12550		Margareth Loiseau	5208 N 22nd St	Tampa	FL	33610	(813) 236-5555
12555	M.S.D. Management, LLC.	Abdolhossin Olamaei	4498 N Alafaya Trl Ste 330	Orlando	FL	32826	(407) 482-9525
12630	A & C ENTERPRISE, LLC	Arthur Cedeno	307 Del Prado Blvd S	Cape Coral	FL	33990	(239) 242-0320
12655	KTJW Enterprises, LLC	Kevin Tackett	800 Belle Terre Pkwy Ste 10C	Palm Coast	FL	32164	(386) 437-4700
12693	GBZED, LLC	Rachel Traxler	7066 US Highway 19 N	Pinellas Park	FL	33781	(727) 520-7827
12780	Coral Springs Subs, Inc.	Derrick Edwards	4391 N Federal Hwy	Fort Lauderdale	FL	33308	(954) 202-0844
12781	Titusville Subs, LLC	Venkat Puskur	3045 Columbia Blvd Ste 107	Titusville	FL	32780	(321) 268-8009
12861	KTJW Enterprises, LLC	Kevin Tackett	4255 US Highway 1 S Ste 20	Saint Augustine	FL	32086	(904) 794-7800
12867	Host International, Inc.	Jon Stentz	1000 Turnage Blvd	West Palm Beach	FL	33406	(561) 683-0834
12911		Bhupendra Patel	8646 Gladiolus Dr Ste 306	Fort Myers	FL	33908	(239) 433-2334
12998	Sun N Subs Inc.	Ronda Hirtner	367 Cypress Pkwy	Poinciana	FL	34759	(407) 343-7827
13008	NEYZ Corp	Esney Diaz	13955 NW 67th Ave	Hialeah	FL	33014	(305) 558-1769
13018	Wickham Subs LLC	Venkat Puskur	2255 N Wickham Rd Unit 1	Melbourne	FL	32935	(321) 751-0036
13028	Johnson & Johnson, Inc.	Jacob Johnson Jr	4772 NW US Highway 41	Lake City	FL	32055	(386) 755-8695
13049	Miller Square Subs Inc.	Abdul Gaziani	13710 SW 56th St	Miami	FL	33175	(305) 382-6701
13073		Dharmesh Patel	2099 Collier Pkwy	Land O Lakes	FL	34639	(813) 949-0925
13140	Chumpy's LLC	Amanda Ritchey	1545 Branan Field Rd Unit 9	Middleburg	FL	32068	(904) 579-1344
13173	D. McCue Management LLC	Donald Mccue	1715 Cape Coral Pkwy W Ste 5	Cape Coral	FL	33914	(239) 471-2078
13175	The Dewitt Group, LLC	Lance Dewitt	35 Blake Blvd	Celebration	FL	34747	(321) 806-0858
13255	Fadi Malki, Inc.	Fadi Malki	6927 Little Rd	New Port Richey	FL	34655	(727) 842-8666
13299	MAC ASSOCIATES HOLDINGS LLC	Angela Harris	5259 S Florida Ave	Lakeland	FL	33813	(863) 644-2953
13314		Charles Lewis	575 N State Road 7	Royal Palm Beach	FL	33411	(561) 422-7199
13317	Imadnada LLC	Nada Chehab	7501 E Colonial Dr	Orlando	FL	32807	(321) 235-0310
13354	RAJSHAMAJI LLC	Chintan Patel	12041 Anderson Rd	Tampa	FL	33624	(813) 944-2286
13371		Harry Willett	2140 34th St S	Saint Petersburg	FL	33711	(727) 323-7849
13374	KGS Holding, LLC.	Kris Swinford	11200 E Dr Martin Luther King Jr Blvd Ste 104	Seffner	FL	33584	(813) 662-7640
13472	InStar, LLC	Lincoln Joseph	1532 SW 8th St	Boynton Beach	FL	33426	(561) 733-5502
13511	4 Seasons Real Estate Investors Group, LLC	Adam Lewis	13474 Atlantic Blvd Ste 103	Jacksonville	FL	32225	(904) 221-2562
13613	Nedeau Enterprises, Inc.	John Nedeau	1000 E 23rd St Ste E	Panama City	FL	32405	(850) 522-4022
13779	Q.A. II Subs, Inc.	Geisly Quintana	1165 W 49th St	Hialeah	FL	33012	(305) 456-5293
13825	Hess Corporation	Patrick McAndrew	4707 Commercial Way	Spring Hill	FL	34606	(352) 597-9772
13828	Hess Corporation	Patrick McAndrew	3053 North Ocean Blvd	Ft. Lauderdale	FL	33308	(954) 630-8353
13829	Hess Corporation	Patrick McAndrew	3001 66th St N	Saint Petersburg	FL	33710	(727) 343-0183
13910	MAC Associates Holdings LLC	Angela Harris	5110 N 40th St	Tampa	FL	33610	
1089		Carlton McLain	515 N Central Ave	Hapeville	GA	30354	(404) 669-8500
1440	Mahadev Enterprises, Inc.	Kamini Patel	4450 Nelson Brodgen Boulevard	Sugar Hill	GA	30518	(770) 831-7540
1618		Anit Patel	1560 Indian Trail Lilburn Rd Ste 103	Norcross	GA	30093	(678) 924-3392
1852	Georgia Natural Food, LLC	Suckjun Chi	2424 Roswell Rd Ste 2	Marietta	GA	30062	(770) 565-8788
2096	P & H Food Services, Inc.	Azad Panjwani	247 Prince Ave	Athens	GA	30601	(706) 316-9604
2689	Y&T Service LLC	Fang-Ting Yang	138 Peachtree St NW	Atlanta	GA	30303	(404) 522-4770
2704		Anil Patel	60 Upper Alabama St SW Ste 260	Atlanta	GA	30303	(404) 525-4664
2742	Bill's Toasted Subs, Inc.	William Rooks	2 E Court Sq	Newnan	GA	30263	(770) 502-7802
2928	Casmat LLC	Tamara Davis	1200 Ernest W Barrett Pkwy NW Ste 14	Kennesaw	GA	30144	(770) 528-3200
2935		Ketler Julien	8725 Roswell Rd Ste 5	Atlanta	GA	30350	(678) 240-2220
3045	West Georgia Restaurant Group, L.L.C.	Douglas Hines	1109 S Park St Ste 403	Carrollton	GA	30117	(770) 836-4880
3068	Minha Enterprises, LLC	John Lee	710 Peachtree St NE Ste 116	Atlanta	GA	30308	(404) 532-1994
3199	Jacob Investment Group, LLC.	Mi Kim	5260 Peachtree Industrial Blvd	Norcross	GA	30071	(770) 447-1551
3361	Natnam Inc.	Kaushik Patel	1455 Pleasant Hill Rd Ste 101	Lawrenceville	GA	30044	(770) 923-1000
3417	JNJ Foods, LLC	Jennifer Johnson	6600 Sugarloaf Pkwy Ste 300	Duluth	GA	30097	(770) 476-5252
3537		Dakshesh Patel	3210 Northlake Pkwy NE	Atlanta	GA	30345	(770) 934-3632
3557	Double N Holdings, Inc.	Kantu Patel	417 Main St SW	Gainesville	GA	30501	(770) 536-6004
3712		Subban Murugan	9700 Medlock Bridge Rd Ste 136	Duluth	GA	30097	(770) 814-2099
3747	GJW Enterprises, Ltd.	Ronald White	270 Glynn St N Ste A	Fayetteville	GA	30214	(770) 719-1115
3807	Aspire International, LLC	Meenu Sharma	4367 Lawrenceville Hwy Ste E	Tucker	GA	30084	(678) 368-4223
3821	Hariohm Enterprise, Inc.	Mitesh N. Patel	3360 Satellite Blvd Ste 11	Duluth	GA	30096	(678) 205-4007
4062		Ashwin Patel	2801A Watson Blvd	Warner Robins	GA	31093	(478) 953-8233
4153	SL Food Services LLC	Michalina Wierzchucka	652 Riverstone Pkwy	Canton	GA	30114	(678) 880-0830
4156	D&J Tex-Mex, Inc.	Jitendra Patel	131 E Broughton St	Savannah	GA	31401	(912) 236-8222
4229	Nilkanth-Krupa, LLC	Shailesh Patel	2905 Jordan Ct	Alpharetta	GA	30004	(770) 817-7500
4272	Bhamani Inc	Akber Bhamani	5440 Peachtree Industrial Blvd	Atlanta	GA	30341	(770) 455-4265
4367	DD & C International Inc.	Kewei Chen	3095 Peachtree Industrial Blvd Ste 120	Duluth	GA	30097	(678) 473-1223
4542	JS&T Corporation	Jungsuk Kim	1540 Old Alabama Rd	Roswell	GA	30076	(770) 998-4525
4562	Y & W International, LLC	Fang-Ting Yang	29 Marietta St NW	Atlanta	GA	30303	(404) 589-8025
4628	Toasty Bites, LLC	Mitesh Patel	300 Village Green Cir SE	Smyrna	GA	30080	(770) 432-7827
4742	D&K Yue Corporation	Hyejung Kwak	3872 Roswell Rd NE Ste C4	Atlanta	GA	30342	(404) 841-4231
5284		Raj C Patel	2455 Salem Rd SE Ste F	Conyers	GA	30013	(770) 483-5300

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
5384	K.J. HSU INTERNATIONAL, INC.	Ker-Chien Amy Hsu	3051 Akers Mill Rd SE	Atlanta	GA	30339	(678) 213-3101
5414	Aramark Food and Support Services Group, Inc.	Jack Wixted	1601 Maple St	Carrollton	GA	30118	(678) 839-6494
5498	JC2 Holdings, Inc.	John Cook	5248 N Henry Blvd Ste 200	Stockbridge	GA	30281	(770) 507-3101
5620	May-tel Inc.	Hetalben Patel	1850 Scenic Hwy N Ste 102	Snellville	GA	30078	(770) 736-9591
5666	Golden Kirin, Corp.	Danny Yeung	2855 N Druid Hills Rd NE	Atlanta	GA	30329	(404) 636-1664
5928	W and P Enterprises Inc.	Johnny M Walters	684 W Church St	Jasper	GA	30143	(706) 253-6373
6048	In Seok	Seo	552 W Oglethorpe Hwy Unit 100	Hinesville	GA	31313	(912) 408-7827
6236	Khushirup Inc.	Namit Mehta	192 Hicks Dr SE	Rome	GA	30161	(706) 295-2410
6260	Toasty Restaurants, LLC	Kenneth Lawrence	4444 Forsyth Rd	Macon	GA	31210	(478) 471-1666
6328	Rahul	Patel	1 East Lafayette Square	Lagrange	GA	30240	(706) 882-2040
6343	Zahid H	Shigri	4895 Stone Mountain Hwy	Lilburn	GA	30047	(770) 982-0036
6375	BTJ Holdings, Inc.	Jason Medders	1827 N Columbia St	Milledgeville	GA	31061	(478) 451-0790
7211	Toasty Bites, LLC	Mitesh Patel	4585 S Cobb Dr SE	Smyrna	GA	30080	(678) 213-1815
7245	Vaitha Holdings LLC	Jiten Vaitha	100 W Walnut Ave Ste 116	Dalton	GA	30720	(706) 259-2222
8095	Golden Kirin, Corp	Danny Yeung	2441 Cheshire Bridge Rd NE Ste 100	Atlanta	GA	30324	(404) 315-0230
8669	AATB Enterprises Inc	Brian Jernigan	2410 Dekalb Medical Pkwy Ste B	Lithonia	GA	30058	(678) 418-5011
8700	GJW Enterprises II, Ltd.	Ronald White	220 Peachtree East Shopping Center	Peachtree City	GA	30269	(770) 632-9672
8730	Host International, Inc.	Jon Stentz	6000 N Terminal Pkwy	Atlanta	GA	30320	(404) 838-1000
8852	Roger	Chambers	3412 Wrightsboro Rd Ste 901	Augusta	GA	30909	(706) 733-2167
9043	James Thomas Adventures, LLC	Tracy Thomas	1430 US Highway 82 W Ste 106	Tifton	GA	31793	(229) 388-0630
9120	Kline Enterprises Group LLC	Albert Kline	1133 Chastain Rd NW Ste C	Kennesaw	GA	30144	(770) 514-7844
9379	Fox Enterprises, LLC	Andrew Fox	1650 Baytree Rd	Valdosta	GA	31602	(229) 241-9808
9581	Hon	Kang	5860 Jimmy Carter Blvd	Norcross	GA	30071	(678) 969-0391
9603	Fox Enterprises, LLC	Andrew Fox	2941 N Ashley St Ste A	Vadosta	GA	31602	(229) 241-7717
9699	Feed Me, Inc.	Melissa Ritter	5550 Whittlesey Blvd	Columbus	GA	31909	(706) 324-4996
10162	Ralph	Cerulli	2595 Sandy Plains Rd Ste 4	Marietta	GA	30066	(770) 973-4979
10430	C. M. Darieng Enterprises, Inc.	William Lanier	721 S Main St Ste 1	Statesboro	GA	30458	(912) 681-3597
11589	McLain Investments, LLC	Carlton McLain	1155 Virginia Ave Ste H	Hapeville	GA	30354	(404) 761-7171
11605	Guillermina	Magana	1039 Peachtree Industrial Blvd Ste A110	Suwanee	GA	30024	(770) 271-0808
11641	Andy	Kim	1687 Bass Rd	Macon	GA	31210	(478) 254-6087
12042	Javiana Appetizing Ventures, LLC	Ana Braham	5495 Cascade Rd SW	Atlanta	GA	30331	(404) 629-0080
12049	Remy	Lawal	425 Peachtree Pkwy Unit 300	Cumming	GA	30041	(770) 205-5539
12136	Akshay	Amin	5226 GA Highway 85 Unit 8	Forest Park	GA	30297	(404) 684-0442
12362	Abdul	Shareef	1880 Mountain Industrial Blvd	Tucker	GA	30084	(770) 939-2622
12396	Southeast Eat, LLC	Jackie Thomas	188 N Main St Unit 2	Cornelia	GA	30531	(706) 894-1604
12405	Gerald	Ogletree	278 Racetrack Rd	McDonough	GA	30252	(770) 898-2227
12428	Sodexho Management, Inc.	John Nappier	350 Ferst Dr NW	Atlanta	GA	30332	(404) 894-9560
12429	Sodexho Management, Inc.	John Nappier	1000 University Center Ln Unit A	Lawrenceville	GA	30043	(678) 407-5860
12542	Compass Group USA, Inc.	Mike Brandon	1 Martin Luther King Jr Dr SW	Atlanta	GA	30334	(404) 656-2606
12562	Eli Enterprises, Inc.	Hyejung Kwak	4835 Sugarloaf Pkwy Ste 100	Lawrenceville	GA	30044	(678) 225-4412
12636	Lydia Bordacs Enterprises, Inc.	Lydia Bordacs	125 Barrett Pkwy Ste 104	Marietta	GA	30066	(678) 594-7600
12686	Augusta Riverfront, LLC	Darryl Leech	3 9th St	Augusta	GA	30901	(706) 722-1715
12712	Kamleshkumar	Desai	5739 Wendy Bagwell Pkwy Ste 109	Hiram	GA	30141	(770) 943-2234
12792	Alis Store Inc	Ali Hamid	4856 Bill Gardner Pkwy	Locust Grove	GA	30248	(770) 320-7480
12952	Sodexo Management Inc.	John Nappier	1005 State University Dr	Fort Valley	GA	31030	(478) 484-6130
12959	JAYDEC, INC.	Anna Kim	1030 Old Peachtree Rd NW Ste 208	Lawrenceville	GA	30043	(678) 377-3087
12999	Aramark Food and Support Services Group, Inc.	Jack Wixted	1601 Maple St	Carrollton	GA	30118	(678) 839-5970
13118	SHIVRUDRA, LLC	Shilpa Patel	602 Eagles Landing Pkwy	Stockbridge	GA	30281	(678) 565-0924
13153	Kline Enterprises Group LLC	Albert Kline	20 S Wall St	Cartersville	GA	30120	(678) 721-0722
13191	JAYDEC, INC.	Anna Kim	161 Peachtree Center Ave NE Ste P308	Atlanta	GA	30303	(404) 524-2088
13215	Southside Subs, Inc.	John Cook	1012 Memorial Dr Ste 1	Griffin	GA	30223	(770) 229-0060
13260	Blue-Brown Enterprises Inc.	Maria Williams	3165 Peachtree Rd NE	Atlanta	GA	30305	(404) 816-3723
13316	PTC Restaurant, LLC	Gregg Hicks	6175 Old National Hwy Ste 460	Atlanta	GA	30349	(770) 996-5662
13367	Suresh	Patel	1109 US Highway 80 E Ste E	Pooler	GA	31322	(912) 988-3477
13532	Restaurant Holdings, LLC	Mark Conner	6842 Douglas Blvd Ste J	Douglasville	GA	30135	(770) 577-7212
13614	Mita	Patel	2109 Jonesboro Rd	McDonough	GA	30253	(770) 898-2990
13705	Lynn & Lindley Investment Group, LLC	Mark Davis	2990 Eagle Dr Ste 104	Woodstock	GA	30189	(678) 494-9989
2111	Bobby	Guieb	590 Farrington Hwy Unit 22	Kapolei	HI	96707	(808) 674-8200
2617	Richard	Lee	2929 Kapiolani Blvd	Honolulu	HI	96826	(808) 732-7677
2800	Island Subs, Inc.	Sang Chao	108 Hekili St	Kailua	HI	96734	(808) 230-8118
3574	Richard	Lee	45-934 Kamehameha Hwy Ste A	Kaneohe	HI	96744	(808) 247-8182
3874	Hea Jin	Chu	75 S Kamehameha Hwy Ste 102	Wahiawa	HI	96786	(808) 621-7755
4254	Doe Pacific Corporation	Seunghee D.	95-026 Kamehameha Hwy	Mililani	HI	96789	(808) 672-0488
4663	Alam Corporation	Esther Jun	801 Dillingham Blvd	Honolulu	HI	96817	(808) 531-2100
5194	Ken	Takata	270 Dairy Rd Ste 238	Kahului	HI	96732	(808) 871-6006
5866	The Lehn Family, LLC	Carla Lehn	3-2600 Kaunualii Hwy Ste 1410	Lihue	HI	96766	(808) 246-4782

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
6178		Ken Takata	275 W Kaahumanu Ave Ste FC05	Kahului	HI	96732	(808) 877-1477
7935	HCZ Gourmet Subs, LLC	Rizalina Zemina	1029 Makolu St Ste E	Pearl City	HI	96782	(808) 456-4700
11907	Host International, Inc.	Jon Stentz	Honolulu International Airport	Honolulu	HI	96820	(808) 833-9939
12806	Volume Services, Inc. dba Centerplate	Kevin McNamara	2560 McCarthy Mall	Honolulu	HI	96822	(808) 956-7229
182		Jeff Boehnke	2820 E 53rd St	Davenport	IA	52287	(563) 355-0500
234	J&B Investments, Inc.	Joe Logan	455 Edgewood Rd NW	Cedar Rapids	IA	52405	(319) 396-2600
295	G&J Investments, Inc.	Greg Wood	767 Mormon Trek Blvd	Iowa City	IA	52246	(319) 358-9533
298	J&B Investments, Inc.	Joe Logan	600 Blairs Ferry Rd NE Ste E	Cedar Rapids	IA	52402	(319) 294-8524
744	Toasted Subs of Iowa, Inc.	Kenneth Mehls	7205 Vista Dr Ste 120	West Des Moines	IA	50266	(515) 267-0328
840		Edward Mertens	201 S Clinton St Ste 166	Iowa City	IA	52240	(319) 887-2343
1955	Toasted Subs of Iowa, Inc.	Kenneth Mehls	11123 Plum Dr	Urbandale	IA	50322	(515) 309-0591
2457	Riverrun Entities, LLC	Tom J Roling	3430 Dodge St Unit 25	Dubuque	IA	52003	(563) 583-4422
3115	Weller & Co., Inc.	Marc Weller	319 7th St Ste 106	Des Moines	IA	50309	(515) 309-0666
3696	10 Corp.	Daniel Brown	4800 Mills Civic Pkwy Ste 103	West Des Moines	IA	50265	(515) 222-1213
4063	Jelo, L.L.C.	Jeff Wieneke	1426 9th St SE	Dyersville	IA	52040	(563) 875-2434
4067		Hugh Meade	2800 University Ave Ste H2B	West Des Moines	IA	50266	(515) 223-5640
4091	RPVS - Corp	Richard VanEngelenhoven	207 NE Delaware Ave Ste 20	Ankeny	IA	50021	(515) 963-1944
4126		Hugh Meade	8805 Chambery Blvd Ste 100	Johnston	IA	50131	(515) 270-9131
4132		Sarah Patel	15700 Hickman Rd Unit 110	Clive	IA	50325	(515) 987-0703
4339	Jarnagin Corporation	Watcharapa Jarnagin	550 36th Ave SW Ste B	Altoona	IA	50009	(515) 967-1005
4750	Shreenath LLC	Pravin Patel	415 Cleveland St	Muscatine	IA	52761	(563) 263-3767
5169	DAS Investments, Inc.	Stephen Willis	215 W Broadway	Council Bluffs	IA	51503	(712) 256-7340
5355	Blessed Kingdom Discount Outlet, Inc.	Toyin Osaro	2352 Valley West Ct	Clinton	IA	52732	(563) 242-2322
5377	Goldap Enterprises Inc.	Ben Wiedemann	1314 4th St SW	Mason City	IA	50401	(641) 423-4122
5441	Cedar Falls Hot Subs, L.L.C.	Rick Nelson	5925 University Ave Ste 1	Cedar Falls	IA	50613	(319) 266-6856
5451	E & W Management Company, L.L.C.	Elizabeth Ellis	3401 Singing Hills Blvd	Sioux City	IA	51106	(712) 258-7829
5699	A & A Foods, Inc.	Meenakshi Sharma	209 N Main St	Davenport	IA	52801	(563) 324-7827
7395		Atul Patel	401 Parkside Dr	West Branch	IA	52358	(319) 643-2077
7899	Capital Toast, Inc.	John McMaster	521 E 14th St	Des Moines	IA	50316	(515) 266-1865
8361		Chanthavone Lovan	5701 Fleur Dr	Des Moines	IA	50321	(515) 974-4085
8591	Q Food Enterprises, LLC	Steven Frank	330 W 6th St	Carroll	IA	51401	(712) 792-9335
8862	Go Big Enterprises, Inc.	Melissa Hanna	901 11th St SW	Spencer	IA	51301	(712) 580-5500
8880	Capital Toast, Inc.	John McMaster	400 N Jefferson Way	Indianola	IA	50125	(515) 961-7900
9889		Greg Wood	745 Community Dr Ste A	North Liberty	IA	52317	(319) 665-2820
10664	Kum & Go, L.C.	James Brandt	801 N 1st St	Grimes	IA	50111	(515) 986-0528
10929	Triple BBB, LLC	Joseph Berutti	5300 Edgewood Rd NE Ste 800	Cedar Rapids	IA	52411	(319) 393-0222
11790		Nathan Gottschalk	627 E Pennsylvania Ave	Ottumwa	IA	52501	(641) 684-5661
12776	Unity Biofuels, L.L.C.	Jason Egli	2120 E Washington St	Mount Pleasant	IA	52641	(319) 385-3001
13347	OCQ, L.L.C.	Jennifer Tullar	813 Lincoln Pl SE	Orange City	IA	51041	(712) 707-9500
13380		Anwar Ali	1130 1st Ave E	Newton	IA	50208	(641) 792-4844
13528	Midwest Moguls LLC	Steven Perlowski	302 Lincoln Way	Ames	IA	50010	(515) 232-3300
114	D & C Foods, LLC	David Walsh	8665 W Franklin Rd	Boise	ID	83709	(208) 323-4516
549	Snake River Equipment Company	David Watkins	620 W Broadway St	Idaho Falls	ID	83402	(208) 552-7011
772		Adam Keith	1216 N Orchard St	Boise	ID	83706	(208) 336-8137
1521	Q4, LLC	Richard Greif	2237 University Drive	Boise	ID	83706	(208) 389-1177
1522	MADA LLC	Adam Keith	664 S Rivershore Ln Ste 166	Eagle	ID	83616	(208) 319-0358
1815	Neal Foods LLC	Mark Neal	226 W Ironwood Dr Ste A6	Coeur D Alene	ID	83814	(208) 666-1972
2010	KEE Investments, L.L.C.	Kyle Elliott	3909 E Fairview Ave Ste 130	Meridian	ID	83642	(208) 888-6060
2162	Oasis Stop 'N Go, L.L.C.	Daniel Willie	1111 Blue Lakes Blvd N Ste B	Twin Falls	ID	83301	(208) 737-0100
2404	Pierce Enterprises, LLC	Sidney Pierce	485 N 2nd E Ste 101	Rexburg	ID	83440	(208) 656-9477
4010		Teresa Crabb	2331 Thain Grade	Lewiston	ID	83501	(208) 746-8899
4497	Holloway Foods II, L.L.C.	Ryan Davis	1902 S Pullman Dr	Moscow	ID	83843	(208) 882-8800
6124	Jadone LLC	Jeff Schultz	1240 Caldwell Blvd	Nampa	ID	83651	(208) 461-4555
7235	Table Eleven, LLC.	Jeff Schultz	1630 S Eagle Rd Ste 150	Meridian	ID	83642	(208) 288-1971
8543	Overland Enterprises LLC	Adrian Anderton	8499 W Overland Rd	Boise	ID	83709	(208) 322-6484
9812	Hancel, Inc.	Cahlan Humphreys	762 E Wythe Creek Court	Kuna	ID	83634	(208) 922-2273
10120	Rokero, LLC	Roy Johansen	10697 W Ustick Rd	Boise	ID	83713	(208) 327-5500
10852	Q3, LLC	Richard Greif	2250 E Gowen Rd	Boise	ID	83716	(208) 338-7849
11020	Palshaw Enterprises, LLC	Sallie Palleria	2523 S 10th Ave Ste 101	Caldwell	ID	83605	(208) 454-8905
11051	Fast Subs LLC	Christopher McCartney	3904 E Mullan Ave Ste J	Post Falls	ID	83854	(208) 773-0864
11823	Host International, Inc.	Jon Stentz	3201 Airport Way	Boise	ID	83705	(208) 424-1043
12157	H & A Foods, LLC	Harry Cozakovs	3116 E State Unit 130	Eagle	ID	83616	(208) 938-4469
13794	Havenport Holdings LLC.	Kim Wolffey	6944 W State St	Boise	ID	83714	(208) 853-4041
31		Anupama Raju	17W410 22nd St	Oakbrook Terrace	IL	60181	(630) 530-1038
39	S & S Management, Inc.	Rich Sauget	284 Saint Clair Sq	Fairview Heights	IL	62208	(618) 632-0056
177	Isaak Enterprises, LLC	Michael Isaak	173 N Main St	Breese	IL	62230	(618) 526-0166

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
315	CM Brothers Inc.	Michael Barron	200 E Main St	Belleville	IL	62220	(618) 236-9550
460		Pravin Patel	114 N Vine St	Urbana	IL	61802	(217) 337-1916
467	Newrent Overland LLC	Joseph Kuenne	6208 N Illinois St	Fairview Heights	IL	62208	(618) 624-6500
596	Janak Inc.	Bhargavkumar Patel	703 S Neil St Ste A	Champaign	IL	61820	(217) 355-5750
597	Gregors Enterprises, Inc.	Gregory Wilson	2601 E Oakland Ave	Bloomington	IL	61701	(309) 661-2282
603	VMKSP Corporation	Kalpana Reddy	1212 S Naper Blvd Ste 114	Naperville	IL	60540	(630) 544-5220
747	Trivran Enterprises Incorporated	Rani Trivedi	2004 Ogden Ave	Lisle	IL	60532	(630) 434-7823
965		Phillip Thebeau	4219 S State Route 159	Glen Carbon	IL	62034	(618) 288-3900
1097		Sohail Qamar	4701 N Damen Ave	Chicago	IL	60625	(773) 728-4858
1249	Kennedy Foods, Inc.	Robert Frassato	700 S Illinois Ave	Carbondale	IL	62901	(618) 549-5559
1329	Simar Investment Inc.	Himanshu Patel	1300 Schaefer Rd Ste G	Granite City	IL	62040	(618) 798-4010
1413	Scott Products LLC	Kenneth Scott	769 E Boughton Rd	Bolingbrook	IL	60440	(630) 972-1070
1427	Watson's on Q, Inc	Diana Watson	402-2 E Plaza Dr	Cartersville	IL	62918	(618) 985-9449
1617	Berachris Inc	Ramesh Chedy	3520 Seven Bridges Dr Ste 103	Woodridge	IL	60517	(630) 515-9000
1710		Ratilal Patel	9779 W Higgins Rd	Rosemont	IL	60018	(847) 692-7900
1724		Dennis Miller	3225 11th St	Rockford	IL	61109	(815) 484-0225
1913		Sanjay Patel	932 W Busse Rd	Elk Grove Village	IL	60007	(847) 640-7970
1914	DKLH, Inc.	Kim Ladwein	1872 E Lincoln Hwy	New Lenox	IL	60451	(815) 485-1370
2021	J. F. Abramson Enterprises, Inc.	Patti Jo Abramson	7150 183rd St	Tinley Park	IL	60477	(708) 614-9548
2124	Jung & Jorge Subs Inc.	Hyuntae Jung	7050 W Forest Preserve Dr	Norridge	IL	60706	(708) 457-1151
2179	MJ Taylor Enterprises, Inc.	Jackie Taylor	12547 State Route 143 Ste G	Highland	IL	62249	(618) 651-9904
2228		Satish Vadhwana	574 E Oakton St	Des Plaines	IL	60018	(847) 824-0478
2236	N&M Coptly LLC	Adel Fadel	7339 Lemont Rd	Downers Grove	IL	60516	(630) 963-0900
2249	Kennedy Foods, Inc.	Robert Frassato	400 S Poplar St	Centralia	IL	62801	(618) 533-4000
2254		Lawrence Heller	101 W Rockland Rd	Libertyville	IL	60048	(847) 362-8226
2265	Viper I Enterprises, Inc.	Robert Lafferty	1332 S Halsted St	Chicago	IL	60607	(312) 563-9010
2274		Subhash Patel	326 E Veterans Pkwy	Yorkville	IL	60560	(630) 882-8550
2352	A & B Subs, Inc	Brian Lee	222 Merchandise Mart Plaza Food Ct Unit 4	Chicago	IL	60654	(312) 527-0407
2353	Waterfall Enterprises, Inc.	Sohail Asmal	128 S Franklin St	Chicago	IL	60606	(312) 372-3663
2354		Dipti Patel	180 N Stetson Ave	Chicago	IL	60601	(312) 297-0407
2392	Ganpati, Inc.	Sanjay Patel	1178 W Maple Ave	Mundelein	IL	60060	(847) 837-0500
2397	Dahiben B. Patel	Dahiben Patel	678 Roosevelt Rd	Glen Ellyn	IL	60137	(630) 446-4054
2628		Anilkumar Patel	1819 Waukegan Rd	Glenview	IL	60025	(847) 724-0410
2679	Gregors Enterprise, Inc.	Gregory Wilson	1700 E College Ave	Normal	IL	61761	(309) 268-0808
2693	Downtown Elgin Subs, Inc.	Suzanne Pfaff	59 Douglas Ave	Elgin	IL	60120	(847) 697-3240
2695	Chubby's Fine Eateries, Inc.	Lynda Drew	4700 Gilbert Ave	Western Springs	IL	60558	(708) 784-1671
2719	K & J Subs, Inc	Brian Lee	3322B N Western Ave	Chicago	IL	60618	(773) 755-3734
2879		Kantibhai Patel	1809 N Harlem Ave	Chicago	IL	60707	(773) 237-1505
2940		Maged S Gindy	6520 Joliet Rd	Countryside	IL	60525	(708) 352-6600
3128		Bobby Bagga	1606 E Algonquin Rd	Schaumburg	IL	60173	(847) 303-1544
3189		Insoon Kim	748 N Green Bay Rd	Waukegan	IL	60085	(847) 249-9840
3216		Jitendra Patel	8600 W Golf Rd Ste 400	Niles	IL	60714	(847) 299-5542
3399	R & C Restaurant Limited Liability Company	Connie Dodson	1120 N Carbon St Ste 50	Marion	IL	62959	(618) 997-9933
3541		Mary Jurczyk	667 S Eastwood Dr	Woodstock	IL	60098	(815) 206-0843
3602	DVHK INCORPORATED	Urvashi Ray	1820 S West Ave	Freeport	IL	61032	(815) 599-0022
3707	Cash Properties, Inc.	Donald Althoff	1200 N Keller Dr	Effingham	IL	62401	(217) 342-7071
3975	QuizBiz, Inc.	Richard Hansen	4100 W Willow Knolls Dr Ste C12	Peoria	IL	61615	(309) 693-2055
3992		John Lopez	1135 Greenleaf Ave	Wilmette	IL	60091	(847) 256-8888
4016	Bits & Bites Enterprise Inc.	Saleem Dosa	164 W Division St	Chicago	IL	60610	(312) 642-3355
4136	Newrent Overland LLC	Joseph Kuenne	3910 Green Mount Crossing Dr	O Fallon	IL	62269	(618) 624-1100
4354		Gary Sasscer	275 Deane Dr	Rockford	IL	61107	(815) 394-1560
4450	Shreema Inc.	Neha N. Patel	10648 S Cicero Ave	Oak Lawn	IL	60453	(708) 499-5570
4818	Mac's Convenience Stores, LLC	Carlos Miranda	2901 Stevenson Dr	Springfield	IL	62703	(217) 529-4328
4880	F.H.R.S Inc.	Gohar Din	4336 S Pulaski Rd	Chicago	IL	60632	(773) 847-5790
5056		Sanmukh Patel	3933 N Broadway St	Chicago	IL	60613	(773) 327-3123
5063	MATA Incorporated	Thomas Scyoc	1907 Vaughn Rd	Wood River	IL	62095	(618) 258-0228
5574	S.O.S.F., Inc.	Syed Farooq	2422 W Main St Unit 1A	Saint Charles	IL	60175	(630) 584-8881
5982	Ilaat, LLC	Phillip Thebeau	1053 Century Dr	Edwardsville	IL	62025	(618) 692-9256
6192	Nipura, Inc.	Panna Patel	23830 W Eames St	Channahon	IL	60410	(815) 521-2922
6620	Golightly & Long, LLC	G Nathan Long	2105 E 5th St	Metropolis	IL	62960	(618) 524-5907
7010	A & B Subs, Inc.	Brian Lee	3333 W Touhy Ave Unit VC02	Lincolnwood	IL	60712	(847) 787-9221
7179	BAMM OF CENTRAL ILLINOIS, INC.	Matthew Hurt	2701 W Lawrence Ave	Springfield	IL	62704	(217) 787-7304
7203	Martin & Bayley, Inc.	Kenneth Pearson	925 E Clinton Ave	Farmer City	IL	61842	(309) 928-9174
7243		Gurmeet Saggu	7610 W Roosevelt Rd Ste 108	Forest Park	IL	60130	(708) 488-8628
7901	Sri Shiva, LLC	Bhaskar Vontikommu	1450 W Lake St Ste 104	Addison	IL	60101	(630) 250-0414
8328		Hee Chung	407B N Dunlap Ave	Savoy	IL	61874	(217) 403-9880

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
8729	Host International, Inc.	Jon Stentz	11601 W Touhy Ave	Chicago	IL	60666	(773) 686-6185
9057		Raymond Koeppel	829 W Camp St	East Peoria	IL	61611	(309) 699-7827
9333	Morning Star Subs, Inc.	Sohail Asmal	333 S State St	Chicago	IL	60604	(312) 212-1102
9394	Jisha Inc.	Sanmukh Patel	64 E Madison St	Chicago	IL	60602	(312) 609-1234
9637	Eleanor Incorporated	Dave Swanson	2006 Court St	Pekin	IL	61554	(309) 353-3525
10211		Richard Fanning	101 Comfort Dr	Jacksonville	IL	62650	(217) 243-4200
10309		David Tadlock	1811 N Market St	Sparta	IL	62286	(618) 443-4049
11112	MOHAN INC.	Kantibhai Patel	1625 Sibley Blvd	Calumet City	IL	60409	(708) 862-6061
11216	TA Operating LLC	Guy McNeil	21 Romines Dr	Morris	IL	60450	(815) 941-8558
11886	Host International, Inc.	Jon Stentz	10000 West O'Hare	Chicago	IL	60666	(773) 686-6149
12007		Prakash Patel	115 N Northwest Hwy	Barrington	IL	60010	(847) 842-0584
12068		Richard Berg	1009 Charleston Ave East	Mattoon	IL	61938	(217) 234-8700
12180	Neen's Enterprises LLC	Jeanneine Mayo	881 N Illinois Rte 3	Waterloo	IL	62298	(618) 939-1330
12427	Moses-Ashley Enterprises, Inc.	Gerald Walker	440 River Oaks W	Calumet City	IL	60409	(708) 832-9624
12552	Yellow City, Inc.	Myron Stewart	8301 S Stony Island Ave	Chicago	IL	60617	(773) 374-8030
12849		Meenakshi Sharma	435 Avenue of the Cities	East Moline	IL	61244	(309) 752-9100
12879	MEGHPARA ENTERPRISES, INC.	Manoj Meghpara	1523 N Aurora Rd Ste 119	Naperville	IL	60563	(630) 961-1110
12963	USK, L.L.C.	Umesh Kapoor	1516 Butterfield Road	Downers Grove	IL	60515	(630) 424-0664
12977		Pravin Patel	5701 W Monee Manhattan Rd	Monee	IL	60449	(708) 748-5177
13087	J.F. Abramson Enterprises, Inc.	Patti Jo Abramson	4704 W Lincoln Hwy	Matteson	IL	60443	(708) 748-4343
13124	SWAUFIELD, LLC	Peter Swaufield	11247 W 143rd St	Orland Park	IL	60467	(708) 364-0022
13133	Neen's Enterprises LLC	Jeanneine Mayo	1550 N Main St	Columbia	IL	62236	(618) 281-7777
13136		Ratilal Patel	260 S Randall Rd	Algonquin	IL	60102	(815) 658-4700
13190		Brian Petcolas	317 Homer M Adams Pkwy Ste J	Alton	IL	62002	(618) 463-9122
13210	JCMJ Enterprises, Inc.	Cherone Jackson	10648 S Western Ave	Chicago	IL	60643	(773) 298-6292
13262	STAR FOODS AURORA, LLC	Aban Daboo	3015 E New York St Ste A9	Aurora	IL	60504	(630) 898-4630
13419		Abimbola Oye	2365 N Farnsworth Ave Ste 117	Aurora	IL	60502	(630) 236-1111
13420	Four of a Kind LLC	Darryl Jenkins	16541 W 159th St	Lockport	IL	60441	(815) 838-4553
13499	Kashi Inc.	Samir Patel	959 S IL Route 59	Bartlett	IL	60103	(630) 837-8707
	120 RR Foods, Inc.	Raveerna Patibandla	55 Monument Cir Ste 1STFL	Indianapolis	IN	46204	(317) 269-8838
	319 Riswell Enterprises, Inc.	Robert Hensmann	4342 Grape Rd	Mishawaka	IN	46545	(574) 273-6090
	570 Riswell Enterprises, Inc.	Robert Hensmann	5230 Beck Dr Ste 1	Elkhart	IN	46516	(574) 295-6688
	2174 James Coleman, Jr.	James Coleman	6905 S Emerson Ave Ste F	Indianapolis	IN	46237	(317) 780-8675
	2262 M & M Lock Enterprises, Inc.	Michael Lock	4728 Coldwater Rd	Fort Wayne	IN	46825	(260) 483-2033
	2316 Toasted Subs North 01, Inc.	Keith Snyder	3247 N 21st St	Terre Haute	IN	47804	(812) 466-2700
	2469 RTK Corporation	Bhavna Patel	5971 Cambridge Way	Plainfield	IN	46168	(317) 838-7433
	2701 MIG Holdings II, Inc.	Bradley Wood	37 US Highway 41	Schererville	IN	46375	(219) 322-8339
	2959 Pop Quiz, Inc.	Nick Sgouroudis	2620 Laporte Ave Ste 130	Valparaiso	IN	46383	(219) 548-2900
	3564	C Chris Northcott	1874 Northwood Plz	Franklin	IN	46131	(317) 346-0077
	3565 Old Friends LLC	Medhat Fouad	5841 Crawfordsville Rd	Indianapolis	IN	46224	(317) 481-8570
	3566	Morkes Soliman	5645 N Post Rd Ste A	Indianapolis	IN	46216	(317) 542-1411
	3639 Quad Aces Management, LLC	Edwin Schmidt Jr	757 Indian Boundary Rd Ste 1	Chesterton	IN	46304	(219) 926-4000
	3685	Chuan Zhang	220 S Indiana Ave Ste 1	Sellersburg	IN	47172	(812) 246-1419
	3726 CBC Holdings, Inc.	Robin Cooper Jr	2045 N State St	Greenfield	IN	46140	(317) 467-7782
	3813	Cathy Rodriguez	4212 Charlestown Rd Ste 1	New Albany	IN	47150	(812) 981-7849
	3883 Vowels, Inc.	Marcus Cox	4222 Bell Rd Ste 1	Newburgh	IN	47630	(812) 490-1144
	3920 Q&A Restaurants, LLC	Alan Smith	1902 Hart St	Vincennes	IN	47591	(812) 886-9920
	3974 Shri Ram, Inc.	Mahendra Patel	5525 Pearl Dr	Evansville	IN	47712	(812) 422-5500
	3985	Behrooz Vakily	6335 Intech Commons Dr Ste J	Indianapolis	IN	46278	(317) 275-2260
	4311 Akshar One Inc.	Devendra Patel	7460 N Shadeland Ave Ste 100	Indianapolis	IN	46250	(317) 594-9881
	4714	Vidya Singh	862 S State Road 135	Greenwood	IN	46143	(317) 887-1700
	4715	Vidya Singh	3052 Columbus Ctr	Columbus	IN	47203	(812) 375-9399
	5064	Rupal Patel	5176 Franklin St	Michigan City	IN	46360	(219) 878-1000
	5484 R & R WELLS, LLC	Laura Wells	3826 Hamburg Pike Ste D	Jeffersonville	IN	47130	(812) 283-7849
	5623 JDLB L.L.C.	John Albatarseh	7305 E 96th St Ste 400	Indianapolis	IN	46250	(317) 849-7610
	5890	Hardeep Kaur	805 W 10th St Ste B	Indianapolis	IN	46202	(317) 636-3046
	6782 Illiana Food Services, Inc.	Stephen Kelleher	9270 Wicker Ave	Saint John	IN	46373	(219) 365-3170
	7440 Om Sai Corporation	Mridula B. Chopra	14300 Mundy Dr Ste 500	Noblesville	IN	46060	(317) 773-7041
	7911 QRI Management Company, LLC	Jeremy J. Eisenhut	1169 N Main St Ste 4B	Bluffton	IN	46714	(260) 824-7849
	8260 Saint Mina & Pope Kyrollos, LLC	Hany Ashak	5650 W 86th St	Indianapolis	IN	46278	(317) 337-0133
	8425 B.B.C.C., Inc.	Kristen N Wireman	3840 W State Road 10	Wheatfield	IN	46392	(219) 956-4181
	8741 Vega Enterprise LLC	Jasdeep Nijjer	11386 Olio Rd	Fishers	IN	46038	(317) 578-3345
	9330	Terry D Thurmon	1023 Meridian St	Anderson	IN	46016	(765) 642-9400
	9708	Victoria Holder	4770 S Scatterfield Rd	Anderson	IN	46013	(765) 622-7926
	9756	J Scott Hackleman	515 W 30th St	Connorsville	IN	47331	(765) 825-8800
	9761 C.E. Taylor Oil, Inc.	Charles Taylor Jr	2500 S State Road 57	Washington	IN	47501	(812) 254-1196

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					State	Store Zip	Store Phone
9771	C.E. Taylor Oil, Inc.	Charles Taylor Jr	612 N 5th St	Rockport	IN	47635	(812) 649-9430
11567	MIG Holdings I, Inc.	Marcy Wood	3378 Willowcreek Rd	Portage	IN	46368	(219) 763-0800
11697	Rose City Business Park LLC	Thomas Dickman	1302 Industries Rd	Richmond	IN	47374	(765) 939-7849
11968	Shiv Krishna, Inc.	Mahendra Patel	900 Tutor Ln	Evansville	IN	47715	(812) 491-6800
12471	Vega Enterprise LLC	Jasdeep Nijjer	115 S State Rd 46 Ste H	Bloomington	IN	47408	(812) 334-3495
12746	Christ Blessing Corporation	Muller Soliman	819 W Carmel Dr	Carmel	IN	46032	(317) 569-1625
13400	Ball State University	Jon Lewis	2000 West University Ave	Muncie	IN	47306	(765) 285-6380
117	D&B Foods, Inc.	Brenda Wenrich	809 S Kansas Ave	Topeka	KS	66612	(785) 233-5200
118	Quizno's of Hays, Inc.	Melvina Cutright	135 W 8th St	Hays	KS	67601	(785) 625-6222
155	D&B Foods, Inc.	Dave Wenrich	5967 SW 29th St	Topeka	KS	66614	(785) 228-1500
223	Pres-Can Enterprises, Inc.	Clark Nelson	210 E Kansas Ave	Garden City	KS	67846	(620) 275-7800
588	Johnathan L.	Johnathan L. Wise	240 S West St Ste 70	Wichita	KS	67213	(316) 945-1188
787	Two D Subs LLC	Dwayne Kelley	2047 W 21st St N	Wichita	KS	67203	(316) 838-5693
789	Waterbury Corp.	Douglas Waterbury	2110 N Maize Rd	Wichita	KS	67212	(316) 773-3924
790	Two D Subs LLC	Dwayne Kelley	738 N Waco Ave	Wichita	KS	67203	(316) 263-1209
791	Waterbury Corp.	Douglas Waterbury	550 N Webb Rd Ste E	Wichita	KS	67206	(316) 652-9231
1003	R.J. Inc.	Julie Woodruff	1601 W 6th Ave Ste A	Emporia	KS	66801	(620) 342-0301
1182	HW Foods, LLC	Harold Morris	6850 Johnson Dr	Mission	KS	66202	(913) 432-2011
1645	Loncheria Poco Loco, LLC	Garot Pflumm	11099 Lackman Road	Lenexa	KS	66219	(913) 227-0300
1894	TR Subz, Inc.	Todd Ulsaker	616 N Main St	McPherson	KS	67460	(620) 241-7827
2892	TR Subz, Inc.	Todd Ulsaker	1400 East 30th Ave	Hutchinson	KS	67502	(620) 662-7080
3093	Olson Investment Group LLC	Anthony Olson	12094 W 135th St	Overland Park	KS	66221	(913) 402-4780
3857	Hungry Cats, Inc.	David Dreiling	2815 Anderson Ave	Manhattan	KS	66502	(785) 776-6300
3933	Renna, Inc.	Ketan R Patel	1601 Village West Pkwy	Kansas City	KS	66111	(913) 334-2017
4027		Jay Woofter	700 Horton Ave	Colby	KS	67701	(785) 460-0023
4036	D&B Foods, Inc.	Dave Wenrich	605 NW US Highway 24 Ste 101	Topeka	KS	66608	(785) 246-6500
4600	Manna Restaurants, LLC	Perry Bernard	12838 W 87th St Pkwy	Lenexa	KS	66215	(913) 888-8182
5610	United Subs LLC	Asharaf Hudda	5620 Antioch Rd	Mission	KS	66202	(913) 831-7827
5738	Olson Investment Group LLC	Anthony Olson	9220 Metcalf Ave	Overland Park	KS	66212	(913) 341-7827
7888	Hungry Cats, Inc	David Dreiling	900 Hayes Dr Ste A	Manhattan	KS	66502	(785) 539-9500
8926	JB Ventures Inc.	Robert Hancock	608 Tulip Dr Ste B	Bonner Springs	KS	66012	(913) 422-4004
9766	QWorks LLC	Joni Ens	111 W Douglas Ave Ste 100	Wichita	KS	67202	(316) 267-7800
10094	Hungry Cats, Inc.	David Dreiling	404 W 6th St	Junction City	KS	66441	(785) 210-1234
10823	Hungry Cats, Inc.	David Dreiling	1000 E Crawford	Salina	KS	67401	(785) 309-0600
10924		Nageeb Alhaj	2615 Gary Ave	Dodge City	KS	67801	(620) 338-8345
11202	Petroleum Wholesale Limited Partnership	John Cook	4115 193rd St	Bunker Hill	KS	67626	(785) 445-3468
12599	Warrior Enterprises, LLC	Paul Bingle	806 N Broadway Ave	Sterling	KS	67579	(620) 204-6005
12772	JB Ventures Inc.	Robert Hancock	5101 10th Ave	Leavenworth	KS	66048	(913) 727-2661
13866	Sabetha Ampride, LLC	Clifford Lowe Jr	1111 S Old Hwy 75	Sabetha	KS	66534	(785) 284-3451
143	JTT Investments, LLC	John Tyler	223 S 5th St	Louisville	KY	40202	(502) 589-5520
194	SSS Enterprises, Inc.	Lamis Swaiss	2088 Florence Mall	Florence	KY	41042	(859) 647-0300
1925	Dutton, Walker & Associates, Inc.	Charles Walker	4793 Village Square Dr	Paducah	KY	42001	(270) 442-2007
2694	Q Management, Inc.	Dennis Bradford	1203 Chestnut St	Murray	KY	42071	(270) 753-8880
2918		Jeehyun Lee	2901 Richmond Rd Ste 110	Lexington	KY	40509	(859) 335-0318
3202	D.M.K. Brown, LLC	David Brown	2112 S Hurstbourne Pkwy	Louisville	KY	40220	(502) 493-8292
3620	Furlong Bros. LLC	Tim Furlong	332 W Broadway	Louisville	KY	40202	(502) 589-4500
5320		Grover Davis	650 S Highway 27 Ste 1	Somerset	KY	42501	(606) 678-4929
5333	JTT Investments, LLC	John Tyler	3173 S 2nd St	Louisville	KY	40208	(502) 375-1400
5334	HQ Enterprises, LLC	Nazmul Haque	1609 N Dixie Hwy Ste 1	Elizabethtown	KY	42701	(270) 982-5111
5839	Martin & Bayley, Inc.	Kenneth Pearson	2299 US Highway 62 W	Kuttawa	KY	42055	(270) 388-8196
6031	Cobert Operations, Inc.	W Gerald Cobb	993 South Main Street	Nicholasville	KY	40356	(859) 887-2201
7189	Jai Ganesha, Inc.	Gita Malhotra	11803 Shelbyville Rd	Louisville	KY	40243	(502) 253-5833
8138	Joan's Restaurants, LLC	Joy Investments LLC "KY"	337 Oakbrooke Drive	Mt Washington	KY	40047	(502) 538-6831
8139	Kentucky Subs, LLC	John Tyler	165 Outer Loop Ste 127	Louisville	KY	40214	(502) 361-4426
8586	D&H Restaurant Operations, LLC	Don Dalton	3216 Irvin Cobb Dr	Paducah	KY	42003	(270) 443-8898
9742		Kirsten Starnes	244 Cassidy Blvd Ste 100	Pikeville	KY	41501	(606) 433-0751
10350	BLS Group, LLC	Rakesh Singh	2717 Fort Campbell Blvd	Hopkinsville	KY	42240	(270) 887-0001
10606	GJS Enterprises, Inc.	Fadi Swaiss	7561 Mall Rd	Florence	KY	41042	(859) 525-9100
11241	Host International, Inc.	Jon Stentz	10 Louisville Internat Airport	Louisville	KY	40209	(502) 363-2526
11397	James Sharp	James Sharp	850 N Carol Malone Blvd	Grayson	KY	41143	(606) 474-0492
11533	Aramark Food and Support Services Group, Inc.	Jack Wixted	521 Lancaster Ave	Richmond	KY	40475	(859) 622-1302
12017	Creative Host Services, Inc.	Jim Wasson	4000 Terminal Dr	Lexington	KY	40510	(859) 254-7201
13221		Rakesh Singh	204 Segler Dr	Oak Grove	KY	42262	(270) 439-1744
13553	Subs of Kentucky, Inc	Melanie Douglas	129 W John Rowan Blvd Unit 1	Bardstown	KY	40004	(502) 348-3380
13790	Deli Enterprises, LLC	Cindy Knorr	187 Adam Shepherd Pkwy	Shepherdsville	KY	40165	(502) 543-1337
13927		James Sharp	850 N Carol Malone Blvd	Grayson	KY	41143	(606) 474-0492

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
166	LAJLUB LLC	Kazi Islam	5725 Johnston St Ste 2016	Lafayette	LA	70503	(337) 993-0090
757	Rouse's Enterprises, Inc.	David Daroca	204 N Canal Blvd	Thibodaux	LA	70301	(985) 446-3427
1051	VIDHI, LLC	Manhaar Mungur	1655 E Bert Kouns Industrial Loop Ste 600	Shreveport	LA	71105	(318) 798-1782
1185	Downtown Subs, Inc.	Randall Reed	1898 Airline Dr Ste B	Bossier City	LA	71112	(318) 425-7827
1212	Fisher Snacks, Inc.	Gary Fisher Jr	7474 Corporate Blvd	Baton Rouge	LA	70809	(225) 929-7937
1781	Rouse's Enterprises, Inc.	David Daroca	5818 W Main St	Houma	LA	70360	(985) 868-5033
1782	Rouse's Enterprises, LLC	David Daroca	1410 Saint Charles St	Houma	LA	70360	(985) 580-2525
1861	Two Q Tees, Inc.	Vicki Mangum Harroun	2352 Sterlington Rd	Monroe	LA	71203	(318) 325-0077
1965	ACB Subs, LLC	James Boustany	607A Kaliste Saloom Rd	Lafayette	LA	70508	(337) 267-3140
2172	Lavergne Management Group LLC	Leah Lavergne	616 S Lewis St Ste H	New Iberia	LA	70560	(337) 367-6068
2542	3-D Foods, LLC	David Mondebello	1823 SW Railroad Ave Ste B	Hammond	LA	70403	(985) 902-8383
2765	Two Q Tees, Inc.	Vicki Mangum Harroun	1621 N 18th St	Monroe	LA	71201	(318) 807-7827
2967	Inertia, LLC	Richard Totorico Jr	2963 Highway 190 Ste A	Mandeville	LA	70471	(985) 626-8242
3120	Quiz-2 Foods, LLC	David Mondebello	2802 W Thomas St	Hammond	LA	70401	(985) 419-1200
4181	Synergy Holdings L.L.P.	Richard Totorico Jr	1597 Gause Blvd Ste C	Slidell	LA	70458	(985) 661-0080
4892	Cameron Business Ventures L.L.C.	James Cameron	1130 S Clearview Pkwy Ste D	Harahan	LA	70123	(504) 729-4111
6120	Kimal Foods, LLC	Kim Auxilien	69284 Highway 21 Suite 200	Covington	LA	70433	(985) 875-1900
6170	Anthony's Subs LLC	Anthony Rockweiler Jr	1855 Barataria Blvd Ste C1	Marrero	LA	70072	(504) 340-0887
6267	Sodexo Management, Inc.	John Nappier	600 McKinley St Rm 189	Lafayette	LA	70503	(337) 482-6179
6549	NC Squared Enterprises, Inc.	Lynwood Creswell	1233 Heather Dr Ste 4	Opelousas	LA	70570	(337) 407-9040
6674	Exquisite Enterprises LLC	Moton Schofield	3930 Burbank Drive Suite E	Baton Rouge	LA	70808	(225) 766-3777
6740	Schofield Enterprises, L.L.C.	Lawrence Schofield	308 Saint Charles Avenue	New Orleans	LA	70130	(504) 371-5955
6774	Victory Don LLC	Vicki Mangum Harroun	4624 Cypress St	West Monroe	LA	71291	(318) 396-5555
7943	JGJ Enterprises LLC	Jeff King	733 Shreveport Barksdale Highway	Shreveport	LA	71105	(318) 219-7827
8417		James Cameron	605 Metairie Rd	Metairie	LA	70005	(504) 834-8734
8702	Circle K Stores Inc.	Paul Vail	6704 Pines Rd Unit B	Shreveport	LA	71129	(318) 629-4125
8814	Neptune Investments, L.L.C.	Frances Breaux	5375 Highway 308	Mathews	LA	70375	(985) 532-0777
9344	Circle K Stores Inc.	Paul Vail	1705 N Service Rd E	Ruston	LA	71270	(318) 254-2027
9441	Rouses Enterprises, LLC	David Daroca	3461 E Causeway Approach	Mandeville	LA	70448	(985) 727-7515
9617	BBS4, L.L.C.	Barry Bourgeois	325 Highway 3162 Ste 700	Cut Off	LA	70345	(985) 325-7827
9668	Fisher Snacks, Inc.	Gary Fisher Jr	14241 Coursey Blvd Ste A-3	Baton Rouge	LA	70817	(225) 753-1107
9697	A.P. Colombo, L.L.C.	Angela Colombo	8160 Highway 23	Belle Chasse	LA	70037	(504) 392-9777
9880		Lawrence Schofield	2801 Magazine St Ste 4	New Orleans	LA	70115	(504) 891-1747
9903	Circle K Stores Inc.	Paul Vail	2204 Julia St	Rayville	LA	71269	(318) 728-2770
9968		Gaylene Varnam	1229 Victor II Blvd	Morgan City	LA	70380	(985) 384-4232
10006	Clark-Oviedo, LLC	Donald Clark	404 N Carrollton Ave	New Orleans	LA	70119	(504) 483-2110
10143	LEGE' ENTERPRISES, L.L.C.	Janet Lege	2668 Johnston St Ste A2	Lafayette	LA	70503	(337) 233-9685
10290	Mirander Investments LLC	Jewel Stafford	2315 Veterans Memorial Blvd	Kenner	LA	70062	(504) 468-3680
10752	Tirumala Enterprises, L.L.C.	Venkat Yerrapraggada	2620 Beene Blvd	Bossier City	LA	71111	(318) 747-5777
11392	Sodexo Management, Inc.	John Nappier	31 McAlister Dr	New Orleans	LA	70118	(504) 865-5292
11444	Gibellina's LLC	James Palermo	5565 Essen Ln	Baton Rouge	LA	70809	(225) 767-7077
11466	Couvillon Family Enterprises, Inc.	Sheryl Couvillon	17002 Jefferson Highway	Baton Rouge	LA	70817	(225) 756-5699
11467	Couvillon Family Enterprises, Inc.	Sheryl Couvillon	31804 LA Highway16	Denham Springs	LA	70726	(225) 664-9556
11600	Pay-Less Super Market, Inc.	Marcy LeBlanc	209 S Airline Highway	Gonzales	LA	70737	(225) 644-2372
11639		Tiffany Bertrand	1880 Rees St Ste A 101	Breaux Bridge	LA	70517	(337) 442-6894
11665		Karen Franklin	6600 Franklin Ave Ste B2	New Orleans	LA	70122	(504) 282-2980
11683	Couvillon Family Enterprises, Inc.	Sheryl Couvillon	28977 Walker Rd S Ste B	Walker	LA	70785	(225) 664-2880
11966	NC Squared Enterprises, Inc.	Lynwood Creswell	4016 Highway 90 E Ste 100	Broussard	LA	70518	(337) 837-3429
12160	DCM Organization, LLC	Marla Dickerson	3225 LA Highway 1 S	Port Allen	LA	70767	(225) 749-5015
12335	SIA INVESTMENTS LLC	Angela Pavan Kumar	2653 Derek Dr	Lake Charles	LA	70607	(337) 564-0976
12714	Colombo Manhattan, LLC	Angela Colombo	1801 Manhattan Blvd Ste R	Harvey	LA	70058	(504) 362-2689
12783	G & J Enterprise, LLC	Judith Gambino	4855 S Sherwood Forest Blvd	Baton Rouge	LA	70816	(225) 291-6655
12950	Compass Group USA, Inc.	Mike Brandon	PO Box 21773	Baton Rouge	LA	70894	(225) 334-1145
13065	G & J Enterprise, LLC	Judith Gambino	4704 Veterans Memorial Blvd Ste 101	Metairie	LA	70006	(504) 779-3696
13258	OAK HOLLOW FOODS, L.L.C.	Stephen Pearce	61103 Airport Rd Ste 2	Slidell	LA	70460	(985) 641-7990
13522	King Family Restaurants, Inc.	Robert King II	1119 Lowe Grout Rd	Iowa	LA	70647	(337) 582-5464
13731	DMSC Enterprise, LLC	Dawn McQueen	1665 Dove Park Rd Ste 300	Mandeville	LA	70471	(985) 875-7787
13732		Rachel Thibodeaux	3001 Veterans Memorial Dr	Abbeville	LA	70510	(337) 893-3050
3200	Ortins & Silva, Inc.	Brian Ortins	45 Enon St Unit 9	Beverly	MA	01915	(978) 922-7827
3369		Andrew C Engdahl	395 Park Ave	Worcester	MA	01610	(508) 890-7827
4575	KCB Sandwich Inc.	Tushar Patel	154 Turnpike Rd	Southborough	MA	01772	(508) 460-7827
4688	Summer Street, LLC	Randy Phan	74 Summer St	Boston	MA	02110	(617) 451-7849
5047	MCP Corporation	Jatin M. Patel	70 Worcester Providence Tpke	Millbury	MA	01527	(508) 581-9808
5381	Knapp Foods, Inc	Stephen A. Knapp	275 Centre St	Newton	MA	02458	(617) 965-7849
5767	Lvovskiy LLC	Boris Lvovskiy	600 Technology Sq	Cambridge	MA	02139	(617) 225-7827
6589	MCP Corp	Jatin M. Patel	290 Turnpike Rd	Westborough	MA	01581	(508) 366-5711

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
7344	LONDON MANAGEMENT 3, LLC	Shawn Landon	250 Granite Street Ste 1218	Braintree	MA	02184	(781) 394-1774
7345	Shrijj Sandwich Inc.	Chhaya Patel	423 Lakeside Ave	Marlborough	MA	01752	(508) 460-1600
7346	Chetak, LLC	Chet Kothari	669 Massachusetts Ave	Arlington	MA	02476	(781) 643-0999
7349	SB, LLC	Pawan Mannan	61 Worcester St	Natick	MA	01760	(508) 655-5865
7406	Alfa Food Inc.	Pankaj Sahani	500 Washington St	Boston	MA	02111	(617) 728-7799
8530		John Pielock	181 University Dr Ste D	Amherst	MA	01002	(413) 256-1300
9552	Auspicious Development, LLC	Wei Shi	505 Main St	Reading	MA	01867	(781) 439-6495
10028	A D A Foodservice Inc.	Andre Arzumanyan	186 Great Rd	Bedford	MA	01730	(781) 275-1234
10526		Stephanie Pedro	505 GAR Hwy	Somerset	MA	02726	(508) 672-0900
10814	LONDON MANAGEMENT 2, LLC	Shawn Landon	75 Middlesex Turnpike Unit 2109	Burlington	MA	01803	(781) 998-1776
11529	Aramark Food and Support Services Group, Inc.	Jack Wixted	1215 Wilbraham Rd	Springfield	MA	01119	(413) 796-2014
11736	Compass Group USA, Inc.	Mike Brandon	100 Institute Rd	Worcester	MA	01609	(508) 831-6151
12413	Aramark Food and Support Services Group, Inc.	Jack Wixted	415 South St	Waltham	MA	02453	(781) 736-4336
12490		Noranne Duquette	1408 Memorial Dr	Chicopee	MA	01020	(413) 535-0333
12878		Randy Phan	57 Station Landing	Medford	MA	02155	(339) 221-5390
13448	Regis Enterprises LLC	Etienne Regis	55 Causeway St	Boston	MA	02114	(617) 778-6946
13453	Serena Incorporated	Rolando Serena	429 S Washington St	North Attleboro	MA	02760	(508) 316-0758
13505	Precious Enterprises, LLC	Precious Isibor	14 Commercial Rd Ste 3	Leominster	MA	01453	(978) 466-3435
1328	Mata, Inc.	Rekha Patel	560 N Frederick Ave	Gaithersburg	MD	20877	(301) 947-0066
1492		Jeong Kim	55 Eastern Blvd N	Hagerstown	MD	21740	(301) 665-1006
1661	Y and L, LLC	Farid Sheikh	4801 Montgomery Ln Ste C	Bethesda	MD	20814	(301) 656-6606
1734	JM Maryland Subs, LLC	Myles Larkin	7185 Columbia Gateway Dr Ste A	Columbia	MD	21046	(410) 953-0001
1850	CIS Kang Inc.	Inhye Kang	13919 Baltimore Avenue	Laurel	MD	20707	(301) 490-7330
1934	Empress International, Inc.	Bhanu Patel	573 Baltimore Pike	Bel Air	MD	21014	(410) 838-1492
2097		Jayesh Amin	404 King Farm Boulevard	Rockville	MD	20850	(301) 947-6700
2129	Kens, Inc.	Peter Lee	11802D Rockville Pike	Rockville	MD	20852	(301) 770-5677
2210	Kevin, Inc.	Hemendra Patel	10 N Calvert St	Baltimore	MD	21202	(410) 752-7932
2332	Dadaji Sub, Inc.	Minaxi Gadani	7300 Ritchie Hwy Ste 104	Glen Burnie	MD	21061	(410) 553-9388
2382	MJ's Family LLC	Michael Flora	2288 Blue Water Blvd Ste 270	Odenton	MD	21113	(410) 672-1900
2455		Won Min Cho	5253 Buckeystown Pike	Frederick	MD	21704	(301) 682-8229
2484	Three for Three, Inc.	Joe Sanphillipo	8827 Centre Park Dr	Columbia	MD	21045	(410) 740-2500
2581		Cliff Beckford	10478 Baltimore Ave	Beltsville	MD	20705	(240) 553-7849
2646		Mohammed Azam	6215 Oxon Hill Rd	Oxon Hill	MD	20745	(301) 839-0920
2723		Sie Lee	4817 Saint Elmo Ave	Bethesda	MD	20814	(301) 656-9284
2748	Anjan Kumar, Inc.	Prabhakaran Raja	9402 Reisterstown Rd	Owings Mills	MD	21117	(410) 356-8980
2797		Suchan Kang	6000 Greenbelt Rd	Greenbelt	MD	20770	(240) 553-0083
2807	Luxmi Enterprises, Inc.	Nitin Khanna	6901 Security Blvd Ste C	Windsor Mill	MD	21244	(410) 944-2050
2832	Union Enterprises of Taylor, Inc.	Albino Isaac-Lim	1006 Taylor Avenue	Towson	MD	21286	(443) 279-0587
2914	Kay Corporation	Eunmee Yoon	13044 Middlebrook Rd	Germantown	MD	20874	(301) 972-6884
2954	Jothi Fast Foods Inc.	Prabhakaran Raja	1430 Reisterstown Rd	Pikesville	MD	21208	(410) 415-6900
2977	D & C International, Inc.	Dong Ryoo	1611 E Gude Dr	Rockville	MD	20850	(301) 309-0785
3026	JEON FAMILY, INC.	Youngjae Jeon	18568 Woodfield Rd	Gaithersburg	MD	20879	(301) 869-7500
3259		Anderson Phillips	3062 Waldorf Market Pl	Waldorf	MD	20603	(301) 632-5955
3267	Poshan Services, LLC	Rachana Antala	23105 Three Notch Rd	California	MD	20619	(301) 737-7750
3270	ANK, Inc	Narender Khullar	8154 Ritchie Hwy Ste D	Pasadena	MD	21122	(410) 421-9533
3337	Quizmax, LLC	Minaxi Patel	2800 University Blvd W Ste D	Silver Spring	MD	20902	(301) 949-0500
3412	Carben, Incorporated	Benjamin Holland	2717 N Salisbury Blvd	Salisbury	MD	21801	(410) 546-5877
3494		Vinod Kumar	2281 Bel Pre Rd	Wheaton	MD	20906	(301) 603-0500
3495	Parham & Farshid Inc.	Parham Tehrani	881G Capital Centre Blvd	Upper Marlboro	MD	20774	(301) 499-3060
3634	AMJAM LLC	Anna Fain	10201 Martin Luther King Jr Hwy Ste 150	Bowie	MD	20720	(301) 860-0700
3795		Kyung Lee	1065 W Patrick St	Frederick	MD	21702	(301) 668-0606
3981	Merna, LLC	Linda Dickey	9351 Lakeside Blvd Ste 104	Owings Mills	MD	21117	(410) 363-3031
4022		Nizam Uddin	8525 Baltimore National Pike	Ellicott City	MD	21043	(410) 465-6004
4118		Neelkumar Patel	11612A Reisterstown Rd	Reisterstown	MD	21136	(443) 914-0200
4384	Sushama Corp.	Nihal Singh	509 S Cherry Grove Ave Ste 1	Annapolis	MD	21401	(410) 990-9585
4541		Dung Tran	10030 Baltimore National Pike	Ellicott City	MD	21042	(410) 461-6911
4561	Pakuna Investments, Inc.	Neena Sood	437 E Ridgeville Blvd	Mount Airy	MD	21771	(301) 829-3110
4576		Lekhraj Ahuja	8555B Fenton St	Silver Spring	MD	20910	(301) 587-2300
4627		Dong Soo Kim	8639 Philadelphia Rd	Rosedale	MD	21237	(410) 238-2188
4692		Apparao Checka	7713 Harford Rd Ste 2	Parkville	MD	21234	(410) 882-5257
4812		Lekhraj Ahuja	13868 Georgia Ave	Silver Spring	MD	20906	(301) 871-7800
4867	Camirus Group LLC	Gregory Cull	28 Allegheny Ave Ste A	Towson	MD	21204	(410) 337-6774
4906	WillCo Easton, LLC	Michael Willard	8168 Elliott Rd Ste C	Easton	MD	21601	(410) 820-4384
4907	WillCo Stevensville, LLC	Michael Willard	344 Thompson Creek Mall	Stevensville	MD	21666	(410) 604-2672
5287	Maymanah Inc.	Nafeesa Azizi	1100 Light St	Baltimore	MD	21230	(410) 244-5566
5383	NG Enterprises, Inc.	Ranjan Khanna	5860 Baltimore National Pike	Catonsville	MD	21228	(410) 747-7570

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
5472	Beach Boys Sub-Prince Frederick, LLC	Gerald Donovan	824 Solomons Island Rd N	Prince Frederick	MD	20678	(410) 414-7505
5596	Marathon 1004, Inc.	Sang Hun Ahn	8628 Liberty Rd	Randallstown	MD	21133	(410) 655-5596
5678	Too Good To Be True, LLC	Norman Henckel	842 S Salisbury Blvd	Salisbury	MD	21801	(410) 546-1000
5718	Shiva Enterprises, Inc.	Hemant Patel	7860 Quarterfield Rd Unit B	Severn	MD	21144	(410) 969-3333
5796	Vinay's, LLC	Vinod Kumar	15477 Excelsior Dr	Bowie	MD	20716	(301) 805-1888
5804		Bilal Iftikhar	405 N Center St Ste 24	Westminster	MD	21157	(410) 871-9922
5915		Munish Thapar	2649C Annapolis Rd	Hanover	MD	21076	(410) 519-4470
5916	Abhisri Foods, Inc.	Apparao Checka	1465 Key Hwy	Baltimore	MD	21230	(443) 423-0035
6016		Harry Pappas III	112 Shawan Rd Ste 4	Cockeysville	MD	21030	(410) 584-7480
6102		Tuan Nguyen	8310E Annapolis Road	New Carrollton	MD	20784	(301) 577-4861
6176		Akadashi Patel	1959B East Joppa Road	Parkville	MD	21234	(410) 661-2640
6198	Mangu, Inc.	Maulik Patel	6500 Washington Blvd	Elkridge	MD	21075	(410) 540-9303
6378	FSB Enterprises, Inc.	Andrew Ro	823A Elkridge Landing Rd	Linthicum Heights	MD	21090	(410) 850-4430
6379	Samar Enterprise, Inc.	Salahuddin Samar	7045C Berry Rd	Accokeek	MD	20607	(301) 283-5300
6394	Chamberlin Enterprises, LLC	Kevin Chamberlin	18728 North Village	Hagerstown	MD	21742	(301) 790-7990
6479		Kajendra Ramasamy	1700 King Fisher Drive Unit 25	Frederick	MD	21701	(301) 668-2090
6559		Haregewoine Tekola	10171 New Hampshire Ave	Silver Spring	MD	20903	(301) 434-2650
7164	Bradlow Enterprises, LLC	Tamecia Bradshaw	4277 Branch Ave	Temple Hills	MD	20748	(301) 316-1012
7772	Chamberlin Enterprises, LLC	Kevin Chamberlin	17251 Cole Rd	Hagerstown	MD	21740	(301) 582-0687
7992		Abdulhamid Ali	201 W Chase Street	Baltimore	MD	21201	(410) 637-3670
8047	Raji Enterprises LLC	Raji Regupathy	701 Park St	Cumberland	MD	21502	(301) 777-7711
8225		Ankur Patel	103A Frederick Rd	Thurmont	MD	21788	(301) 271-9889
8234		Ranjana Khanna	3611 Washington Blvd	Arbutus	MD	21227	(410) 536-3608
8344	Great Foods (BWI), LLC	Major Riddick Jr	Terminal D	Baltimore	MD	21240	(410) 694-0994
8345	Great Foods (BWI), LLC	Major Riddick Jr	Southwest Terminal, AB Core	Linthicum	MD	21240	(410) 694-9440
8595		Dong Soo Kim	7730 Wise Avenue	Dundalk	MD	21222	(410) 285-7125
8762	Star Luck, Inc.	Raymond Gan-Lim	100 S Charles St Ste 140	Baltimore	MD	21201	(410) 685-0882
8932		Lynn M Lim	6711 Ritchie Hwy Ofc	Glen Burnie	MD	21061	(410) 768-6870
9868	Sodexo Management, Inc.	John Nappier	2657 Annapolis Rd Unit G	Hanover	MD	21076	(301) 688-8857
9941	Compass Group USA, Inc.	Brandon Mike	18952 E Fisher Rd	Saint Marys City	MD	20686	(240) 895-3963
10670	Host International, Inc.	Jon Stentz	I-95 Exit 17	North East	MD	21901	(410) 287-9677
12628		Mohsen Samadnejad	5502 Ritchie Hwy	Brooklyn Park	MD	21225	(410) 789-2556
12723		John Maleki	8556 Veterans Hwy	Millersville	MD	21108	(410) 729-7100
12834	JSV LLC	Vinod Kumar	10631 Greenbelt Rd Ste 100	Lanham Seabrook	MD	20706	(301) 262-0314
12957	Merna, LLC	Linda Dickey	7914 Belair Rd Ste A	Baltimore	MD	21236	(410) 663-5471
13189	DEDEEYPA FOODS, INC.	Apparao Checka	716 S Broadway	Baltimore	MD	21231	(410) 534-4602
13558		Besufikad Kidane	6211 Belcrest Rd	Hyattsville	MD	20782	(301) 209-0520
6427	Prowler, Inc.	Joan Cirone	659 Hogan Rd Ste 13	Bangor	ME	04401	(207) 990-2224
6724	SBC Enterprises, Inc.	David Smith	610 Wilson Street Unit 2	Brewer	ME	04412	(207) 989-7782
9238	RKR Associates	Rita Madore	1036 Brighton Ave	Portland	ME	04102	(207) 871-1002
11842	RKR Associates	Rita Madore	397 Western Ave	South Portland	ME	04106	(207) 874-2180
12585	Host International, Inc.	Jon Stentz	288 Lewiston Rd	Gardiner	ME	04345	(207) 582-5721
206		Saad Khamis	3999 Centerpoint Pkwy Ste 103	Pontiac	MI	48341	(248) 332-1570
615	F & V Inc.	Fabian Boji	42165 W 14 Mile Rd	Novi	MI	48377	(248) 669-0992
1231	Ava Q Inc.	Fabian Boji	29814 S Wixom Rd	Wixom	MI	48393	(248) 960-4808
1893	Bay Subs, Inc.	Michael Bellaw	1696 South Garfield Ave	Traverse City	MI	49696	(231) 941-7827
2001	PSK Management, L.L.C.	Steven Poon	42047 Ford Rd	Canton	MI	48187	(734) 981-7849
2173	Leppok Restaurants, LLC	Kenneth R Leppok	925 N Euclid Ave	Bay City	MI	48706	(989) 671-7777
2220	KRJ Food Service of Troy, LLC	Randy Dzierzawski	5373 Crooks Rd	Troy	MI	48098	(248) 267-8381
2267	Shrijee Krupa Enterprise Inc.	Sheetal Patel	39345 Michigan Ave	Wayne	MI	48184	(734) 721-5555
2341	Chelseabear, Inc.	Sandra Karl	3720 Bay Rd	Saginaw	MI	48603	(989) 497-9600
2467	J & G Subs, LLC	George A. Hornberger	2398 Jolly Rd	Okemos	MI	48864	(517) 347-2253
2533	Guruji Corporation	Hasmukh Patel	33233 Mound Rd	Sterling Heights	MI	48310	(586) 274-2825
2662		Metta Anongdeth	6066 Kalamazoo Ave SE	Grand Rapids	MI	49508	(616) 554-1200
2712	Vishani Foods, Inc.	Yaksha Shah	1043 Ann Arbor Rd W	Plymouth	MI	48170	(734) 459-1616
2728	VM Enterprises of Ann Arbor, Inc.	Vibhu Mahajan	535 Griswold	Detroit	MI	48226	(313) 961-5555
2838	Megha International Inc.	Tushar R. Vashi	2554 W Stadium Blvd	Ann Arbor	MI	48103	(734) 214-9600
3047		Byas Bhatta	25009 Van Dyke Ave	Center Line	MI	48015	(586) 427-2345
3055	JAI Leisures, Inc.	Bhairavi D Parekh	185 N Old Woodward Ave	Birmingham	MI	48009	(248) 540-7827
3169	Q4U, Inc.	Renee Miller	4485 Canal Ave SW Ste C700	Grandville	MI	49418	(616) 532-6400
3395	CVK Enterprise, LLC	Vijay Kapadia	37621 S Mile Rd	Livonia	MI	48154	(734) 591-4170
3423	Wals Enterprises LLC	Manjit Dhaliwal	39525 Mound Rd	Sterling Heights	MI	48310	(586) 939-3058
3715	AV Mataji LLC	Priti Patel	4655 Washtenaw Ave	Ann Arbor	MI	48108	(734) 677-0338
3818		Metta Anongdeth	6275 28th St SE Ste F	Grand Rapids	MI	49546	(616) 301-1038
3922	RCE, INC.	David Ramsey	8185 Holly Rd Ste 11	Grand Blanc	MI	48439	(810) 694-5922
3927	Ess & Enn Enterprises Co.	Ashwani Narula	31501 Cherry Hill Rd	Westland	MI	48186	(734) 727-0772

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					State	Store Zip	Store Phone
4200	Issa Nunu Investment Group, Inc.	Husam Alnunu	3059 Union Lake Rd	Commerce Township	MI	48382	(248) 360-6012
4653	Isha, Inc.	Carly Miles	1381 E Grand River Ave	East Lansing	MI	48823	(517) 853-1096
4677	Raja & Pari, LLC	Namita Shah	28300 Telegraph Rd	Southfield	MI	48034	(248) 356-5707
4921		Christopher H Sadek	10954 Belleville Road	Belleville	MI	48111	(734) 699-7000
4923	Drake Quiz LLC	Ravinder Singh	563 N Drake Rd	Kalamazoo	MI	49009	(269) 492-0650
5011	Tombe, Inc.	Thomas Mihailovich	2933 Crooks Rd	Rochester Hills	MI	48309	(248) 853-4268
5111	Q4U, Inc.	Renee Miller	146 Monroe Center St NW Ste 160	Grand Rapids	MI	49503	(616) 742-4400
5180		Patricia Adams	4488 Red Arrow Hwy	Stevensville	MI	49127	(269) 408-0233
5402	Joscelyn, Inc.	Don Labrecque	5626 Portage Rd	Portage	MI	49002	(269) 978-0441
5535		John Anongdeth	5429 Northland Dr NE	Grand Rapids	MI	49525	(616) 447-7741
5656	Chelsea Bear, Inc.	Sandra Karl	5580 State St Ste 3	Saginaw	MI	48603	(989) 791-3570
5676	Midfield Concession Enterprises, Inc.	Andrea Hachem	William Rogell Drive	Detroit	MI	48242	(734) 229-0616
5731		Ali Majed	8471 N Telegraph Rd	Dearborn Heights	MI	48127	(313) 277-7849
6195		Metta Anongdeth	1633 28th St SW	Wyoming	MI	49519	(616) 532-0200
6579	Cleah Enterprises, Inc.	Christopher Hutton	3584 Plymouth Rd	Ann Arbor	MI	48105	(734) 222-9762
6595		Dawn D Ferrini	5405 West Saginaw Highway	Lansing	MI	48917	(517) 323-6214
6748	MSL Toasty Buns, L.L.C.	Michael R Leonhard	20083 Mack Ave	Grosse Pointe Woods	MI	48236	(313) 884-2444
6927	Aramark Food and Support Services Group, Inc.	Jack Wixted	7400 Bay Rd	University Center	MI	48710	(989) 964-4252
7041	T J Bean, Inc.	Anthony Bono	5751 Byron Center Ave SW	Wyoming	MI	49519	(616) 988-2345
7138		Deepak Kumar Patel	3818 E Court St	Flint	MI	48506	(810) 743-3344
7227		Divyesh Patel	21784 W 11 Mile Rd	Southfield	MI	48076	(248) 356-6222
7472	Syouffy Inc.	Najah Abdul-Masih	760 Benstein Road	Commerce Township	MI	48390	(248) 926-5340
7474	Parsons, LLC	Karen Parsons	5791 Harvey St Ste F	Norton Shores	MI	49444	(231) 799-0910
7786	Tolo, LLC	Todd Bennett	111 W Wackerly St	Midland	MI	48640	(989) 837-2901
7793	Walters-Dimmick Petroleum, Inc.	John Walters II	18913 La Porte Rd	New Buffalo	MI	49117	(269) 469-5961
7794	Walters-Dimmick Petroleum, Inc.	John Walters II	1302 East McDevitt Avenue	Jackson	MI	49203	(517) 788-5979
7933	KKEC Limited, LLC	Kenneth Childs	2245 West Columbia Avenue	Battle Creek	MI	49015	(269) 963-7960
8384	Tommy's Subs, LLC	Cameron Glinke	2250 Lake Lansing Rd Ste C	Lansing	MI	48912	(517) 372-8905
8550	Aay & Kay LLC	Mohammad Khan	25890 Middlebelt Rd	Farmington Hills	MI	48336	(248) 474-5955
8657	Alex K2 LLC	Keith Alexander	15424 Sheldon Rd	Northville	MI	48168	(734) 455-6377
8902	Wind-Q, LLC	Cheryl Hockenberry	1801 N West Ave Ste B	Jackson	MI	49202	(517) 784-9667
9118	Jarsland, Inc	Niquette Rapanos	1301 Washington St	Midland	MI	48640	(989) 631-7849
9194	WDS Ventures, L.L.C.	John Walters II	4033 Cascade Rd SE	Grand Rapids	MI	49546	(616) 940-0510
9221	Sorcery Enterprises LLC	Lori Wright	1480 N Rochester Rd	Rochester	MI	48307	(248) 652-0420
9362	Ferris State University	Bryan Marquardt	805 Campus Dr	Big Rapids	MI	49307	(231) 591-5440
9520	Copman Qzone, L.L.C.	Mike St Arnaud	3109 US Highway 41 W	Marquette	MI	49855	(906) 225-9990
9574	D.J. Gardner, LLC	Derek Gardner	850 W Sharon Ave Ste 1	Houghton	MI	49931	(906) 482-7849
9784	Walters-Dimmick Petroleum, Inc.	John Walters II	434 S 11th St	Niles	MI	49120	(269) 683-3100
10436		Laura Fortner	2356 10th St	Menominee	MI	49858	(906) 863-7300
10706		Fabian Boji	27302 Novi Rd	Novi	MI	48377	(248) 347-4430
11528	Aramark Food and Support Services Group, Inc.	Jack Wixted	201 Bovee University Ctr	Mount Pleasant	MI	48858	(989) 774-5755
11644	Dharma Corporation	Didik Soekarmoeno	516 Phoenix St	South Haven	MI	49090	(269) 637-0243
11722		Robert Stepp	2070 East US Hwy 223 Unit B	Adrian	MI	49221	(517) 264-2828
11791	DNK Infinite, LLC	Nicholas Tien	607 East Saginaw Highway	Grand Ledge	MI	48837	(517) 622-2200
11896	Majek II, LLC	Nathan Elliott	Pierpont Commons	Ann Arbor	MI	48109	(734) 827-9551
11898	DTD Ventures, LLC	Dennis Zoma	3990 John R Rd	Detroit	MI	48201	(313) 831-3400
11906	Host International, Inc.	Jon Stentz	5500 44th St SE	Grand Rapids	MI	49512	(616) 233-6380
11977	Sodexho Management, Inc.	John Nappier	1325 Williams St	Adrian	MI	49221	(517) 265-5161
11978		John Porter	2170 Anderson Rd Unit 2	Petoskey	MI	49770	(231) 487-1840
12013	Shaw Foods, Inc.	Heather Shaw	505 Corning St	Marquette	MI	49855	(906) 249-4400
12099	Aramark Food and Support Services Group, Inc.	Jack Wixted	7400 Bay Rd	University Center	MI	48710	(989) 964-4252
12854	Ahnand Enterprises LLC	Manjit Dhaliwal	47653 Van Dyke Ave	Shelby Township	MI	48317	(586) 803-3369
13023	Toosa Enterprises LLC	Manjit Dhaliwal	6325 Sashabaw Rd Ste H	Clarkston	MI	48346	(248) 241-6947
13383	White Lake Toasted Sandwiches LLC	Joseph Simon	6360 Highland Rd	White Lake	MI	48383	(248) 529-6717
13454	Jimmy Dee, Inc.	James Dordevski	3909 Baldwin Rd	Auburn Hills	MI	48326	(248) 456-8787
13523		Mark Pancheri	2237 Ashmun St	Sault Sainte Marie	MI	49783	(906) 632-3331
13787	The Preferred Group, LLC	Shawn Kelley	36171 Plymouth Rd	Livonia	MI	48150	(734) 855-4920
230	Rani Enterprises Inc.	Ravikumar Jasthi	1650 Park Place Blvd	Minneapolis	MN	55416	(952) 512-1600
435		Barbara Litzau	317 Frazee St E	Detroit Lakes	MN	56501	(218) 847-0100
821	CJ Rayman Enterprises, LLC	Jennifer Rayman	726 Marshall St	Albert Lea	MN	56007	(507) 377-2171
1195	Raysons LLC	Marlene Blaser	1702 17th St NW Ste H	Austin	MN	55912	(507) 433-3176
1367	Stranger Sub Inc.	Steven Stranger	7509 France Ave S	Edina	MN	55435	(952) 831-2401
1566	HBR Enterprises Inc.	Randy Portner	685 W Bridge St Ste 9	Owatonna	MN	55060	(507) 446-8002
1567	J & P Classics, Inc.	Penny J. Polis	3449 22nd Ave NW	Rochester	MN	55901	(507) 282-8113
1709	Hernandez Faith Inc.	Laura Hernandez	1903 Robert St S	West Saint Paul	MN	55118	(651) 554-1212
2113		Jeeneng Vang	2303 White Bear Ave N Ste G	Saint Paul	MN	55109	(651) 779-7411

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2304	Do, Inc.	David Gruenberg	2339 Fairview Ave N	Saint Paul	MN	55113	(651) 255-3344
2663	Thomas & Victoria's of Fridley, LLC	Hiep Pho	7610 University Ave NE	Minneapolis	MN	55432	(763) 502-0500
2805	Thomas & Victoria's Classic Subs, Inc.	Hiep Pho	5999 Rice Creek Pkwy Ste 106	Saint Paul	MN	55126	(651) 784-7931
2821	Infacto RS, Inc.	Richard Maday	525 State Highway 25	Monticello	MN	55362	(763) 295-8988
3030	Joshua Rasmussen	Donald A. Warner	11175 Commerce Dr N	Champlin	MN	55316	(763) 576-0178
3031	ABW Enterprises, LLC	Doug Neumann	4406 Nathan Ln N	Minneapolis	MN	55442	(763) 559-8100
3283	Triple H Corporation	Todd Hallin	3473 River Rapids Dr NW	Coon Rapids	MN	55448	(763) 506-0900
3996	All in Too L.L.P.	Michael Slater	101 1st Ave SW Ste 11	Rochester	MN	55902	(507) 292-5725
5124	Scott Vesterstein	Eric Ackerman	18440 Kenrick Ave	Lakeville	MN	55044	(952) 435-5900
5459	Jean Dembroski	Jean Dembroski	2702 W Michigan St	Duluth	MN	55806	(218) 740-7782
5460	Matt Runyon	Duane Asfeld	1733 Pine Cone Rd S Ste 500	Sartell	MN	56377	(320) 251-7827
5461	Runyon Brothers Inc.	Sarath M. Bhaskaran	1754 Market Dr Ste 100	Stillwater	MN	55082	(651) 275-1188
5508	Asfeld Subs, Inc.	Jon Stentz	1851 Washington Ave S	Minneapolis	MN	55454	(612) 338-7845
6066	SBS Foods LLC	Alan Johnson	80 Jefferson St S	Wadena	MN	56482	(218) 632-7849
8343	Host International, Inc.	Fred Niaz	1053 Helmo Avenue	Oakdale	MN	55128	(651) 738-7827
8867	Quizbros 8867, LLC	Jon Stentz	4300 Glumack Dr	Saint Paul	MN	55111	(612) 726-5360 ext. 275
9124	Taxi Holding Company	Alan Johnson	502 E 4th St	Duluth	MN	55805	(218) 722-9111
9545	Host International, Inc.	Fred Niaz	10075 City Walk Dr Ste F	Woodbury	MN	55129	(651) 738-1100
10635	TC Retail, LLC	Jon Stentz	4300 Glumack Dr Concourse A	Saint Paul	MN	55111	(612) 727-1498
11558	Host International, Inc.	Walter Loos	950 Nicollet Mall	Minneapolis	MN	55403	(612) 341-8122
12434	BCG Enterprises, Inc.	Jon Stentz	4800 Glumack Dr	St Paul	MN	55111	(612) 726-5360 Ext 298
13083	HERNANDEZ HOPE, INC.	Brady Nelson	908 Holiday Dr	Moorhead	MN	56560	(218) 284-1676
13372	Orton Motor, Inc.	Laura Hernandez	2040 Cliff Rd Ste 102	Eagan	MN	55122	(651) 209-0355
163	Hassle Free Foods LLC	Timothy Orton	312 Minnesota Ave W	Walker	MN	56484	(218) 547-2150
193	Jerry Hassler	Anthony Linck	1981 Zumbuhl Rd	Saint Charles	MO	63303	(636) 724-7827
217	Newrent Overland LLC	Joseph Kuenne	6215 Mid Rivers Mall Dr	Saint Peters	MO	63304	(636) 936-2202
350	JDJ Foods, LLC	Jerry Hassler	12685A Dorsett Rd	Maryland Heights	MO	63043	(314) 434-3247
436	Yellow Horseshoe LLC	Gregory Adler	1211 Jungermann Rd	Saint Peters	MO	63376	(636) 922-3684
457	GLH Enterprise LLC	Gerald E. Harsley	968 S Highway Dr	Fenton	MO	63026	(636) 305-0006
464	Newrent Overland LLC	Joseph Kuenne	9642 Olive Blvd	Saint Louis	MO	63132	(314) 991-2133
537	Joe Rantz	Joe Rantz	1820 Market St Ste 217	Saint Louis	MO	63103	(314) 588-1080
552	Stepco Enterprises, Inc.	Randy Epperson	2043 E Independence St	Springfield	MO	65804	(417) 877-0606
629	China USA	Helena Chin	1318 E Battlefield St	Springfield	MO	65804	(417) 890-7500
630	Westhampton Enterprises, LLC	David Pollock	725 Campus Ct	Hazelwood	MO	63042	(314) 731-9555
769	Neo-Quiz, LLC	Terry Thomas	12113 Manchester Rd	Saint Louis	MO	63131	(314) 966-6600
1105	VJV, Inc.	Joseph Potter	1599 Clemon Dr	Neosho	MO	64850	(417) 455-2400
1499	Black Rhino Enterprises, LLC	Dale R. Moore	2312 N US Highway 67	Florissant	MO	63033	(314) 972-1800
1550	Newrent Overland LLC	Joseph Kuenne	91 Concord Plaza	Saint Louis	MO	63128	(314) 849-2444
1627	ITEC Attractions, Inc.	Paul Rasmussen	9044 Overland Plz	Saint Louis	MO	63114	(314) 890-2202
1759	Jacob Garrett	Paul Rasmussen	3562 Shepherd of the Hills	Branson	MO	65616	(417) 239-0120
1779	Yogi Kripa LLC	Jacob Garrett	1808 W Broadway St	West Plains	MO	65775	(417) 255-2631
2642	Eileen Gates	Pankaj Thakkar	616 Olive St	Saint Louis	MO	63101	(314) 436-2020
3173	N P J, Inc.	Jay Patel	2148 William St	Cape Girardeau	MO	63703	(573) 335-8880
3352	Newrent Overland LLC	Joseph Kuenne	4201A S Noland Rd	Independence	MO	64055	(816) 373-5103
3772	Algorithm International Inc.	Biren Kadakia	3260 Rider Trl S	Earth City	MO	63045	(314) 739-2221
3844	Sub-Thing Great, Inc.	Scott Shepherd	8436 Ward Pkwy	Kansas City	MO	64114	(816) 523-1221
3932	Renna, Inc	Ketan R. Patel	1709 Missouri Blvd Ste G	Jefferson City	MO	65109	(573) 893-8600
3983	Get Toasted LLC	Timothy Rohrbach	8512 NW Prairie View Rd	Kansas City	MO	64153	(816) 587-3222
3991	Staicu Investments, LLC	Timothy Antioaneta	215 N Stadium Blvd Ste 103	Columbia	MO	65203	(573) 446-4998
4586	GARCO Holdings, LLC	Cheri Staicu	339 Clarkson Rd	Ellisville	MO	63011	(636) 207-1912
4601	Manna Restaurants, LLC	Perry Combs	8602 Church Rd	Kansas City	MO	64157	(816) 415-0848
4956	Banerjee Company I	Shyamal Banerjee	6131 NW 63rd Ter	Kansas City	MO	64151	(816) 584-9595
4980	Delta Foods, Inc.	Lochna Patel	14817 Clayton Rd	Chesterfield	MO	63017	(636) 227-5999
5269	A.L. Holdings, LLC	Larry Stukenholtz	324 East 11th Street Unit 102	Kansas City	MO	64106	(816) 474-4440
5499	Gitaiji, Inc.	Khevna Shah	343 S Kirkwood Rd	Saint Louis	MO	63122	(314) 822-8070
5728	Savage Bros LLC	Leslie Savage	12676 Lamplighter Square	Saint Louis	MO	63128	(314) 842-6654
5912	Sarp, Inc.	Rao B. Dronavalli	17257 Chesterfield Airport Rd	Chesterfield	MO	63005	(636) 536-1602
6319	McNett Scott Enterprises, L.L.C.	Misti McNett	1020 Broadway St	Kansas City	MO	64105	(816) 221-5449
6349	D & S Subs LLC	Sagar Poudel	2384 Armour Rd	Kansas City	MO	64116	(816) 421-3444
6430	Franz Sub Shop LLC	Jennifer Franz	8636 Mexico Rd	O Fallon	MO	63366	(636) 272-7111
6530	North Oak Subs, L.L.C.	William Scott	10153 Wornall Rd	Kansas City	MO	64114	(816) 941-7800
6619	Golightly & Long, LLC	G Nathan Long	4908 N Oak Trafficway	Kansas City	MO	64118	(816) 413-0022
7114	R & T Foods L.L.C.	Tammy Casey	2460 E Highway 60	Charleston	MO	63834	(573) 683-3748
8901	BJ Garrett Enterprises, LLC	Jason Garrett	5753 NE Antioch Rd	Gladstone	MO	64119	(816) 453-9000
8969	Stepco Enterprises, Inc.	Randall Stephens	13615 Washington St	Kansas City	MO	64145	(816) 942-2837
			431 S Jefferson Ave Ste 100	Springfield	MO	65806	(417) 866-9991

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9284	Aramark Food and Support Services Group, Inc.	Jack Wixted	800 University Dr	Maryville	MO	64468	(860) 562-2555
9336	Sub-Thing Great, Inc.	Scott Shepherd	3218 W Edgewood Dr Ste 800	Jefferson City	MO	65109	(573) 634-8602
9590		Edward Thomas	258 S Florissant Rd	Saint Louis	MO	63135	(314) 521-8080
10360	Host International, Inc.	Jon Stentz	61 Amsterdam Dr	Kansas City	MO	64153	(816) 365-8531
10386		Elliott Fowler	2817 The Loop	Carthage	MO	64836	(417) 358-3800
10479	Toasty Investments, LLC	Jeffrey Weaver	310 Saint Robert Blvd Ste 3	Saint Robert	MO	65584	(573) 336-7849
10972	Aramark Food and Support Services Group, Inc.	Jack Wixted	4525 Downs Dr	Saint Joseph	MO	64507	(816) 271-4426
11024		Elliott Fowler	1100 Spur Dr Ste 70	Marshfield	MO	65706	(417) 468-7827
11025		Elliott Fowler	1819 W Elm St	Lebanon	MO	65536	(417) 588-7822
11481	Toasty Investments, LLC	Jeffrey Weaver	201 Bishop Ave Ste B	Rolla	MO	65401	(573) 341-3278
11662		Ruschell Dryden	1213 N Belt Hwy Ste G	Saint Joseph	MO	64506	(816) 749-4782
12021	JB and Deborah C Washam, LLC	Deborah Washam	2413 Charlotte St	Kansas City	MO	64108	(816) 842-2000
12037	NPJ II, LLC	Jay Patel	19210 E 39th St S Unit C	Independence	MO	64057	(816) 350-0100
12225	Ireland Industries, LLC	Cynthia Ireland	350 W Business 36	Chillicothe	MO	64601	(660) 646-6318
12770		Elliott Fowler	451 S Springfield Unit A	Bolivar	MO	65613	(417) 326-3077
12784	MV Subs, LLC	Matthew Vogel	501 S Madison St Ste J	Webb City	MO	64870	(417) 673-9292
12827	Gustafson Enterprises, Inc.	Dan Gustafson	3001 S Big Bend Blvd	Saint Louis	MO	63143	(314) 645-2299
13015	Toasty Investments, LLC	Jeffrey Weaver	2703 E Broadway Ste 125	Columbia	MO	65201	(573) 256-7870
13070	Oakwood Resources LLC	Lisa Bell	5634 Telegraph Rd	Saint Louis	MO	63129	(314) 846-5500
13092	Scrivener Oil Company, Inc.	Richard Scrivener	1690 W State Highway J	Ozark	MO	65721	(417) 581-9898
13146	Host International, Inc.	Jon Stentz	56 Rome Cir	Kansas City	MO	64153	(816) 365-6916
13229	Two Toasty L.L.C.	Brandon Godwin	120 E Cooper Ave Unit F	Warrensburg	MO	64093	(660) 422-7827
1482	UJAMDAS LLC	Anupam Patel	2945 Old Canton Rd	Jackson	MS	39216	(601) 713-0357
1518		Brooks Hunter	4811 29th Ave	Meridian	MS	39305	(601) 485-8111
2539	RSCZO Investments, L.L.C.	Rizwanur Rahman	1647 Pass Rd	Biloxi	MS	39531	(228) 374-9978
5955		Nitin Amin	5647 Highway 80 E Ste 6	Pearl	MS	39208	(601) 932-1134
5989	A & R Subs LLC	Vishesh Trehan	114 Byram Business Center Dr	Byram	MS	39272	(601) 373-8300
6447	VRS LLC	Rujul Patel	101 Johnston Pl	Clinton	MS	39056	(601) 925-0747
6599		Parveen Kapoor	1040 Spillway Cir	Brandon	MS	39047	(601) 829-9797
8186		Dan Ellzey	1620 Highway 15 N Unit D	Laurel	MS	39440	(601) 425-1492
8797	The Pantry, Inc.	Wayne Cox	2803 25th Ave	Gulfport	MS	39501	(228) 822-2499
9916	Triple R1, Inc.	James Raper	947 Sunflower Ave	Clarksdale	MS	38614	(662) 621-1005
10604	Buffalo Services, Incorporated	W Clifton Van Cleave	2100 Veterans Blvd	McComb	MS	39648	(601) 249-2220
10802	A & H Foods, LLC	Allen Hill	1760 Highway 1 S	Greenville	MS	38701	(662) 332-0667
11329	QuizSouth, Inc.	Brooks Hunter	103 S Frontage Rd Ste 208	Meridian	MS	39301	(601) 553-8226
12243		Jennifer Cash	1756 S Commerce Street	Grenada	MS	38901	(662) 226-4333
12763	Q Tunica Park, Inc.	Richard Abadisman	13615 Old Highway 61 N	Tunica Resorts	MS	38664	(310) 702-9888
13078		Ashwinder Suri	1750 Goodman Rd W Ste 180W	Horn Lake	MS	38637	(662) 280-5444
13267	Paras Enterprises LLC	Pratap Muratee	1100 Church Road W Ste 112	Southaven	MS	38671	(662) 253-8318
13704	Tigers Cage LLC	Tonya Hilson	7157 Hacks Cross Rd	Olive Branch	MS	38654	(662) 890-7600
414	Suckow Enterprises, LLC	Gary Suckow	1601 Market Place Dr Unit 9	Great Falls	MT	59404	(406) 453-7827
771		Richard Newkirk	2564 King Ave W Ste F	Billings	MT	59102	(406) 656-9189
2008	Suckow Enterprises, LLC	Gary Suckow	1012 9th St S	Great Falls	MT	59405	(406) 771-4999
2108		Gerald Parnell	1313 Grand Ave Ste 1	Billings	MT	59102	(406) 245-8565
5016	NOSH, Inc.	Mark Dauenhauer	2119 Amherst Ave	Butte	MT	59701	(406) 494-4745
5311	NOSH, Inc.	Mark Dauenhauer	519 N Sanders St	Helena	MT	59601	(406) 443-6290
10943	Nosh, Inc.	Mark Dauenhauer	1151 Partridge Pl	Helena	MT	59602	(406) 443-7849
12890	Tabish Brothers Distributors, Inc.	Greg Tabish	12011 US Highway 93 S	Lolo	MT	59847	(406) 273-4954
12891	Riverside Sinclair LLC	Steven Hawkes	1987 N 1st St	Hamilton	MT	59840	(406) 375-0687
12892	Lone Pine, Inc.	Brian Hawkes	504 US Highway 93 S	Hamilton	MT	59840	(406) 375-0656
13322	Tabish Brothers Distributors, Inc.	Greg Tabish	16875 Beckwith St	Frenchtown	MT	59834	(406) 626-5277
13668	RC&D Enterprises	Ronda Case	3275 N Reserve St Ste E	Missoula	MT	59808	(406) 541-0255
91	S&B Food Services, Inc.	Bounsaeng Sibounheuang	6605 Falls of Neuse Rd	Raleigh	NC	27615	(919) 676-1909
355	IMAW, INC.	Maher Faltass	1246 NW Maynard Rd	Cary	NC	27513	(919) 468-3073
453	Rajeshree Enterprises, Inc.	Rajeshree Ashar	1 Exchange Plaza	Raleigh	NC	27601	(919) 836-0034
484	Brooks Management Group, Inc.	David Brooks	7340 W Friendly Ave	Greensboro	NC	27410	(336) 632-0038
609	Eternal Green, Inc.	Michael M Tran	1313 N Main St	Fuquay Varina	NC	27526	(919) 577-9032
612		Ketan Patel	1836 Martin Luther King Pkwy	Durham	NC	27707	(919) 403-8154
634	Tanher, Inc.	Ashok Tapadia	108A Factory Shops Rd	Morrisville	NC	27560	(919) 465-4888
645		Randy Ferrell	320 S Tryon St Ste 110	Charlotte	NC	28202	(704) 372-8922
707		Dinesh Patel	202 NC Highway 54	Durham	NC	27713	(919) 572-7777
713	Camray Enterprises, Inc.	Ray Kazmierczak	11689 US Highway 70 W	Clayton	NC	27520	(919) 553-9636
719	Shree Pavas, LLC	Pramod Vyas	1629 Stanley Rd	Greensboro	NC	27407	(336) 834-9070
749	Mystic Investment Group, LLC	Vipul C. Patel	2462 Walnut St	Cary	NC	27511	(919) 851-6100
931		Daniel Ghebremariam	1640 Sardis Rd N Ste 140	Charlotte	NC	28270	(704) 841-7827
933		Drew Hanvey	8700 Pineville Matthews Rd Ste 570	Charlotte	NC	28226	(704) 900-2671

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935	Sriman Inc.	Srinivas	230 E WT Harris Blvd Ste A7	Charlotte	NC	28262	(704) 549-9696
947	Earn One, LLC	Derek	2403 Battleground Ave Ste 9	Greensboro	NC	27408	(336) 282-0050
1022	Capital Subs, L.L.C.	Amit K.	5260 Capital Blvd Ste 101	Raleigh	NC	27617	(919) 876-6637
1023	Vikas Corporation	Gaurang	424 E Six Forks Rd Ste 101	Raleigh	NC	27609	(919) 835-1234
1156	Zorty II, Inc.	Robert	1440 Garner Station Blvd	Raleigh	NC	27603	(919) 773-8533
1406	Shree Pavas, LLC	Pramod	121 N Greene St	Greensboro	NC	27401	(336) 333-9334
1485	B&S Foods Inc.	Scott	170B Westwood Village Dr	Clemmons	NC	27012	(336) 766-0794
1612	East Coast Classics, LLC	Johnnie	1813 Wayne Memorial Dr	Goldsboro	NC	27534	(919) 731-7315
1642	MCRYSTO, LLC	Michael	1010B Mebane Oaks Road	Mebane	NC	27302	(919) 304-6006
1720	Camray Enterprises, Inc.	Ray	250 Venture Dr	Smithfield	NC	27577	(919) 938-0000
1756	Fammor, Inc.	Fabio	5311E S Miami Blvd	Durham	NC	27703	(919) 941-7700
1760	S Hong, LLC	Seo	413 Woodburn Rd	Raleigh	NC	27605	(919) 832-8834
1796		Sarah	13220 Strickland Rd Ste 174	Raleigh	NC	27613	(919) 518-2109
1908	Como Foods, LLC	James	420 E Arlington Blvd Ste A	Greenville	NC	27858	(252) 355-4800
1961	EM & M Enterprises, Inc.	Scott D.	3607 Whitehall Park Dr	Charlotte	NC	28273	(704) 504-1055
2217	Zorty Enterprises LLC	Garry	3201 Edwards Mill Rd Ste 139	Raleigh	NC	27612	(919) 782-3131
2319		Yogesh	2115 E Arbors Dr Ste 190	Charlotte	NC	28262	(704) 971-0044
2555	Horse Shoe Enterprises Two, Inc.	Linda	1800 Skibo Rd Ste 252	Fayetteville	NC	28303	(910) 826-0840
2578		Ekta R	127 N Tryon St Ste 102	Charlotte	NC	28202	(704) 374-9921
2664	HALABI & SONS, INC.	Hussam	2028 Kildaire Farm Rd	Cary	NC	27511	(919) 854-0099
2930		Scott	1969 Peace Haven Rd	Winston Salem	NC	27106	(336) 765-7755
2989	RS Wiggs LLC	Richard	5120 S College Rd Ste 108	Wilmington	NC	28412	(910) 790-9868
2990	Hendrickson Family Enterprises, LLC	Frank	2301 S 17th St	Wilmington	NC	28401	(910) 763-9920
3117		Scott	3252 Silas Creek Pkwy	Winston Salem	NC	27103	(336) 765-4492
3269		Sarah	8211 Brier Creek Pkwy Unit 101	Raleigh	NC	27617	(919) 544-6444
3384		Dinesh	2861 Raleigh Rd W	Wilson	NC	27896	(252) 243-2055
3470	Lulu & Edward Group, Inc.	Leo	10005 Weddington Rd Ext Ste C	Concord	NC	28027	(704) 979-8600
3705	MBS of Raleigh, Inc.	Jan	2233 Avent Ferry Rd Ste 106	Raleigh	NC	27606	(919) 754-8600
4242	AP Foods Inc.	Ketan	4531 New Bern Avenue Unit 100	Raleigh	NC	27610	(919) 255-6096
4645	LRH Investors Inc.	Lavon	1809 S Glenburnie Rd	New Bern	NC	28562	(252) 636-1007
4853	ANUJ, LLC	Ketan	2816 Erwin Rd Ste 101	Durham	NC	27705	(919) 384-1763
5250	Cornerstone Foods, LLC	Joseph	9020 Albemarle Rd	Charlotte	NC	28227	(704) 563-6343
5251	MBK Corporation	Bhavesh	3600 N Duke St Ste 28B/C	Durham	NC	27704	(919) 620-5900
5836		Gary	403 W Kings Hwy	Eden	NC	27288	(336) 623-8332
6078	Hendrickson Family Enterprises, LLC	Frank	5130 Southport Supply Road SE	Southport	NC	28461	(910) 457-4636
6231	Nilkanth Varni, Inc.	Jitendra	200 W Lane St	Raleigh	NC	27603	(919) 833-2801
6516	J & J Rose, LLC	Joshua M	1802 Martin Luther King Jr Blvd	Chapel Hill	NC	27514	(919) 969-7482
6544		Joseph	2101 Catawba Valley Blvd SE	Hickory	NC	28602	(828) 267-2000
7358	KARB, Inc.	Robert	4004 NC Highway 105 South Unit 8	Banner Elk	NC	28604	(828) 898-7838
7431	HORSE SHOE ENTERPRISES TWO, INC.	Morris	211 Skyland Plz	Spring Lake	NC	28390	(910) 436-1928
7591	Smokey Mountain Subs Incorporated	Jo	3090 US Highway 64 W Ste 116	Murphy	NC	28906	(828) 835-3300
7938		Marion	65 Sadler Rd	Dunn	NC	28334	(910) 980-0782
7979	Midway Wholesale, Inc.	Abdelrahman	8031 Ardrey Kell Rd Ste 100	Charlotte	NC	28277	(704) 844-2568
8369	BLUESUBS24 CORPORATION	Aldwin	12820 S Tryon St	Charlotte	NC	28273	(704) 504-0224
8449	Doe Investments, LLC	Eric	1445 Walter Reed Rd	Fayetteville	NC	28304	(910) 426-7200
8899	B & H Subs, LLC	Kyung-Donna	648 Holly Springs Rd	Holly Springs	NC	27540	(919) 577-1070
9109	The Pantry, Inc.	Wayne	110 US Highway 1 N	Vass	NC	28394	(910) 245-4093
9387	ANUJ, LLC	Dinesh	3608 Davis Dr Ste 100	Morrisville	NC	27560	(919) 380-9999
9480	Sodexho Management, Inc.	John	3333 Silas Creek Pkwy	Winston Salem	NC	27103	(336) 718-5043
9532	Horse Shoe Enterprises Two, Inc.	Morris	1987 Hendersonville Rd Ste A	Asheville	NC	28803	(828) 650-6640
9649	Locke's Q Inc.	Roberta	235 Medical Park Road Ste 101	Mooreville	NC	28117	(704) 799-6765
9696	Host International, Inc.	Jon	5501 Josh Birmingham Pkwy Ste 13	Charlotte	NC	28208	(704) 359-4460
10005	Wright's Texaco, Inc	William	3934 Goldsboro Rd	Wade	NC	28395	(910) 223-3000
11144	Sampson-Bladen Oil Company, Incorporated	Haddon	800 S New Hope Rd	Raleigh	NC	27610	(919) 231-6014
11243	Aramark Food and Support Services Group, Inc.	Jack	285 Main St	Buies Creek	NC	27506	(910) 893-7800
11360	Parnell Oil Co, Inc.	Timothy	940 W Broad St	Saint Pauls	NC	28384	(910) 865-2278
11521	Aramark Food and Support Services Group, Inc.	Jack	601 S College Rd	Wilmington	NC	28403	(910) 962-7781
11523	Aramark Food and Support Services Group, Inc.	Jack	1 Medical Dr	Chapel Hill	NC	27599	(919) 730-3482
11535	Mountain Energy Corporation	Thomas	301 Smokey Park Hwy	Asheville	NC	28806	(828) 665-2562
11824	Sodexho Management, Inc.	John	1200 N Elm St	Greensboro	NC	27401	(336) 832-8588
11920	SEIBLER ENTERPRISES, LLC	Wolfgang	247 Oak St Ste 175	Forest City	NC	28043	(828) 288-4613
12142		Bennie	215 WB MLean Dr	Cape Carteret	NC	28584	(252) 393-4500
12213	AMS Family, LLC	Weijun	2524 E Franklin Blvd Unit A	Gastonia	NC	28056	(704) 852-7097
12258	Rose & Elliott, LLC	Josh	1704 E Franklin St	Chapel Hill	NC	27514	(919) 929-7172
12273	Live Right Hendersonville, Inc	Katie	1735 Brevard Rd Ste B	Hendersonville	NC	28791	(828) 692-8333
12404	CKJ Gold, Inc	Michael	200 B Aberdeen Pines St	Aberdeen	NC	28315	(910) 695-0169

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
12416		Duk Na	8133 Kensington Dr Ste A	Waxhaw	NC	28173	(704) 243-3326
12927	Horse Shoe Enterprises Two, Inc.	Linda Johnson	3587 Butner Rd	Fort Bragg	NC	28310	(910) 495-1471
12953		Karl Belletete	Good Middling Rd	Fayetteville	NC	28304	(910) 764-2078
12968		Drew Harvey	9905 Rose Commons Dr Ste A	Huntersville	NC	28078	(704) 948-9191
13054	LRH Investors, Inc.	Lavon Harrington	1250 Western Blvd Ste M2	Jacksonville	NC	28546	(910) 478-9803
13056	Albemarle Oil Company	Lisa Nicoletti	1204 W Main St	Locust	NC	28097	(704) 781-0625
13097		Mosa Seidi	315 N Eastern Blvd	Fayetteville	NC	28301	(910) 321-1415
13250	Coopers Comeback, LLC	Ami Cooper	7451 Six Forks Rd Ste U	Raleigh	NC	27615	(919) 846-7070
13251		Latanya Hicks	129 Marketplace Ave Ste C	Mooresville	NC	28117	(704) 799-8147
13252		Mohammad Rashid	3399 Cloverleaf Pkwy	Kannapolis	NC	28083	(704) 784-0111
13406	Marion Cooper Jones Ventures, LLC	Joy Cooper	3741 Battleground Ave Ste B	Greensboro	NC	27410	(336) 288-8886
13479	Compass Group USA, Inc.	Mike Brandon	1525 W WT Harris Blvd	Charlotte	NC	28262	(704) 590-4737
13741	Dalila Enterprises L.L.C.	Carlos Hicks	120 Century Place Blvd Ste A	Kernersville	NC	27284	(336) 497-4646
	126 KTS Subs, Inc.	Kelly Seckerson	3001 13th Ave S	Fargo	ND	58103	(701) 232-1300
	583 KTS Subs Inc.	Kelly Seckerson	4000 Main Ave	Fargo	ND	58103	(701) 277-1902
	584 Q-Corporation	Cory Rogne	4501 15th Ave S	Fargo	ND	58103	(701) 356-7827
	1075 SH Enterprises, LLC	James Stroh	2650 32nd Ave S Ste F2	Grand Forks	ND	58201	(701) 746-6866
	1099 Q-Dak, Inc.	Randy Waldref	2035 North Broadway	Minot	ND	58703	(701) 839-0114
	1118 A Better Way Enterprises, Inc.	Marty Presler	402 E Bowen Ave	Bismarck	ND	58504	(701) 222-4333
	1350 SH Enterprises, LLC	James Stroh	1020 S Washington St	Grand Forks	ND	58201	(701) 335-2161
	1847 KTS Subs Inc.	Tricia Seckerson	1100 19th Ave N	Fargo	ND	58102	(701) 893-9296
	3621 KTS Subs Inc.	Kelly Seckerson	721 1st Ave S	Jamestown	ND	58401	(701) 251-9348
	5017 KTS Subs Inc.	Kelly Seckerson	3003 32nd Ave S	Fargo	ND	58103	(701) 234-9100
8379		Douglas Wonnenberg	3921 Trenton Dr	Bismarck	ND	58503	(701) 530-0300
10374	LL Quiz, LLC	James Lang	425 College Dr S	Devils Lake	ND	58301	(701) 662-7827
13563		Adam Kennedy	1542 16th Street West Suite 208	Williston	ND	58801	(701) 572-6535
	178 SA JO Retail, Inc.	Scott Johnson	3004 Highway 30 W	Kearney	NE	68845	(308) 234-6554
	356	Vichol Chinsomboon	3111 NW 12th St	Lincoln	NE	68521	(402) 441-5777
	1509 WERNER SUBS, INC	Tina Werner	2100 Market Lane	Norfolk	NE	68701	(402) 844-3226
	3967 MFT ENTERPRISES, INC.	Mark Tabor	10926 Q St	Omaha	NE	68137	(402) 331-0595
	5170 DAS Investments, Inc.	Stephen Willis	1110 S 71st St	Omaha	NE	68106	(402) 614-2548
5967		Jon J Smith	2801 Avenue B	Scottsbluff	NE	69361	(308) 635-0300
6500	Taylor & Schweer Management, L.L.C.	Tammy Schwehr	320 South Burlington Avenue	Hastings	NE	68901	(402) 461-3800
9288	Werner Subs Inc	Tina Werner	2460 1st Ave Unit 16	Columbus	NE	68601	(402) 562-7878
10631		Sally Smith	1116 J St	Auburn	NE	68305	(402) 274-4700
10699	Kum & Go, L.C.	James Brandt	12051 Wickersham Blvd Ste 2	Omaha	NE	68136	(402) 891-0907
12228	Taylor & Schweer Management, L.L.C.	Tammy Schwehr	1229 Allen Dr Ste B	Grand Island	NE	68803	(308) 398-4030
12269	Werner Subs, Inc.	Tina Werner	904 Riverside Blvd Ste A	Norfolk	NE	68701	(402) 379-8627
13484		Mitchell Wagner	201 E Leota St Ste 100	North Platte	NE	69101	(308) 532-1771
6761	Bejazzac, LLC	Greg Hayes	35 Lafayette Rd	North Hampton	NH	03862	(603) 964-1114
7583	Yasodha, LLC	Bhesh R. Sharma	777 S Willow St	Manchester	NH	03103	(603) 629-9666
7683	Bejazzac, LLC	Greg Hayes	23 Fresh River Rd	Epping	NH	03042	(603) 679-5560
7916	VHM Enterprises, Inc.	Vincent Milley	7 Continental Blvd Ste I	Merrimack	NH	03054	(603) 429-0300
8275		Sumeer Budhiraja	231 Main St	Littleton	NH	03561	(603) 444-5594
9391	Submaker, LLC	Robert Lilburn	990 Elm St	Manchester	NH	03101	(603) 626-4782
9392	Submaker, LLC	Robert Lilburn	150 Bridge St	Pelham	NH	03076	(603) 635-8342
10951		James Strayer	10 Chestnut Hill Rd	Rochester	NH	03867	(603) 332-4779
11648	Host International, Inc.	Jon Stentz	1 Airport Road	Manchester	NH	03103	(603) 624-5541
12041	LDM Enterprises, Inc.	Vincent Milley	290 Main Street	Nashua	NH	03060	(603) 595-0300
3063	Alpha QSR, Inc.	Eugene DeSello	111 N Washington Ave	Bergenfield	NJ	07621	(201) 439-0200
3190	BAPA'S Corporation, Inc.	Bhavin Patel	290 County Ave	Secaucus	NJ	07094	(201) 558-0002
3224		Umesh Malik	301 N Harrison St	Princeton	NJ	08540	(609) 279-9100
3227	Hiramoti Inc	Pragnesh Patel	683 W Edgar Rd	Linden	NJ	07036	(908) 862-8755
3313	Nafnio Limited Liability Company	Hamad Mohyuddin	1701 US Highway 22 Ste 27	Watchung	NJ	07069	(908) 322-9112
3460	Sunny World Inc	Qiang Yu	2317 US Highway 22 W	Union	NJ	07083	(908) 624-1001
3752		Gopalkuma Patel	50 State Route 10 Ste 2C	East Hanover	NJ	07936	(973) 428-4440
3803	Helmy/McCaughan LLC	Aida Habib	3495 US Highway 1	Princeton	NJ	08540	(609) 275-9299
4007	Sharda Subs, Inc	Piyush Amin	1120 White Horse Rd Ste 132	Voorhees	NJ	08043	(856) 346-8801
4144	Shanam Hospitality, L.L.C.	Shashikant Gupta	2200 State Route 66	Neptune	NJ	07753	(732) 988-1911
4162	Pirate Bistro, LLC	Shivangini Tripathi	6600 Hadley Rd	South Plainfield	NJ	07080	(908) 753-9960
4238	Cui Perez, LLC	Filipina Perez	1068 US Highway 9	Parlin	NJ	08859	(732) 525-9004
4465	Omron Group Corporation	Rasam Abedini	588A Bloomfield Ave	Bloomfield	NJ	07003	(973) 259-9000
4791	JJV Enterprises, LLC	Lyndon Valenzuela	325 North Ave	Garwood	NJ	07027	(908) 389-1880
4802	J&M Moawad, LLC	Joseph Moawad	1345 Route 1 South	North Brunswick	NJ	08902	(732) 565-7774
4988		Antonio Galante	711 E 1st Ave	Roselle	NJ	07203	(908) 245-2400
4991	Harshil Corporation	Robert Gsell	500 State Rt 23	Pompton Plains	NJ	07444	(973) 248-9555

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
5308	Snak Subs, LLC	Scott Adams	4110 QuakerBridge Rd	Trenton	NJ	08648	(609) 275-5070
5486	DD & DD Enterprises, LLC	Drew Deets	59 Wal-Mart Plz	Clinton	NJ	08809	(908) 735-8414
5996	Tejay Inc.	Jagdish K. Chinhua	988 Easton Ave	Somerset	NJ	08873	(732) 545-5506
5998		Ashish G. Ashish G.	403 King George Rd	Basking Ridge	NJ	07920	(908) 580-0001
6336	Manan Sweet Sub Inc.	Kyle Park	12 Wayne Hills Mall	Wayne	NJ	07470	(973) 633-1880
7292	Akata Corp.	Rabia Mohyuddin	429 Market St	Elmwood Park	NJ	07407	(201) 703-1116
7376	MUIZZ LIMITED LIABILITY COMPANY	Jimmy Tang	1260 Springfield Ave Ste 9	New Providence	NJ	07974	(908) 464-3220
7633	J and P Subs Limited Liability Company	Dennis Nau	2854 John F Kennedy Blvd	Jersey City	NJ	07306	(201) 656-6444
7668		Vincent Tanner	321 Mount Hope Ave Ste G	Rockaway	NJ	07866	(973) 361-7827
7719	NIKY Enterprises LLC	John Nappier	308 Wootton Street Ste 1	Boonton	NJ	07005	(973) 334-0160
9675	Sodexho Management, Inc.	Jack Wixted	Student Center	Wayne	NJ	07470	(973) 720-3211
9879	Aramark Food and Support Services Group, Inc.	Kavita Daftary	350 Martin Luther King Jr Blvd	Newark	NJ	07102	(973) 353-5999
10225	VIKASA, LLC	Kyuick Lee	104 US Highway 9	Englishtown	NJ	07726	(732) 617-7770
10687		Ferdinand Perez	43 E Ridgewood Ave	Ridgewood	NJ	07450	(201) 652-3983
11847	House of Subs LLC	Jon Stentz	1161 State Route 35	Middletown	NJ	07748	(732) 706-1200
11883	Host International, Inc.	Mike Brandon	MM124 Garden State Pkwy	South Amboy	NJ	08879	(732) 525-0306
11948	Compass Group USA, Inc.	Johnny Young	214 Center Grove Rd	Randolph	NJ	07869	(973) 328-5158
12582	Wamba Subs, LLC	Richardson Young	5501 Black Horse Pike	Turnersville	NJ	08012	(856) 401-3170
12586	Heritage Enterprises, Inc.	Johnny Young	10 Schalks Crossing Rd Ste 301C	Plainsboro	NJ	08536	(609) 269-5318
12662	Wamba Subs, LLC	Joseph Prosperi	2501 Mount Holly Rd	Burlington Township	NJ	08016	(609) 387-3600
12855	Prosperi Subs, LLC	Jon Stentz	430 State RT 17	Carlstadt	NJ	07072	(201) 939-1999
12868	Host International, Inc.	Jon Stentz	200 Uncle Pete's Rd	Trenton	NJ	08691	(609) 585-1155
12869	Host International, Inc.	John Westermajer	75 Merrick Rd	Trenton	NJ	08691	(609) 585-1222
13176	A & T Foods Limited Liability Company	Shivangini Tripathi	53 Wanaque Ave	Pompton Lakes	NJ	07442	(973) 616-7700
13412	Shumbhu Limited Liability Company	Ricardo Rios	30 Mall Dr W	Jersey City	NJ	07310	(201) 656-0335
13822	Hackensack Quality Subs LLC	Stephen Klein	450 Hackensack Ave Ste 1	Hackensack	NJ	07601	(201) 883-1660
106	SLR Holdings, Inc.	Charles Fresquez	11048 Montgomery Blvd NE	Albuquerque	NM	87111	(505) 323-9204
183	Fresquez Concessions, Inc.	William Garrison	2200 Sunport Blvd SE	Albuquerque	NM	87106	(505) 884-7484 Ext 13
2320	Subs Enterprises, LLC	Mike Hood	4500 Osuna Rd NE Ste 145	Albuquerque	NM	87109	(505) 341-0850
2656	Michael Hood Inc.	William Garrison	172 Central Park Sq	Los Alamos	NM	87544	(505) 662-0999
3263	Macka Enterprises L.L.C.	Bradley Baker	4500 Arrowhead Ridge Dr SE	Rio Rancho	NM	87124	(505) 891-8408
5071	PB&J Restaurants, Ltd.	Satyan N. Patel	1323 W Joe Harvey Blvd	Hobbs	NM	88240	(575) 492-9961
5409	Khushal Enterprises, LLC	Hitendra Bhakta	300 Menaul Blvd NW Ste 132	Albuquerque	NM	87107	(505) 242-4020
6157	A&C Investment, L.L.C.	Nikunj Bhakta	3608 N Prince St Ste A	Clovis	NM	88101	(505) 763-7900
6917	Siababa LLC	Martin Marchi	2240 E Lohman Ave Ste 2	Las Cruces	NM	88001	(505) 522-0038
7697	Martan Investments Corp	Steve Standefer	1402 Main St NW Ste D	Los Lunas	NM	87031	(505) 866-1955
7803	Desert Salt, Inc.	Perla Webb	3181 N White Sands Blvd	Alamogordo	NM	88310	(505) 434-1477
8152	MON DEBUT, LLC	Nikunj Bhakta	2621 Coors Blvd NW Ste A	Albuquerque	NM	87120	(505) 839-7827
12197	SATYASAI LLC	Can Nguyen	3115 N Main St Ste C	Las Cruces	NM	88001	(575) 525-0038
12316	C & K Nguyen, LLC	Mike Hood	9935 Coors Bypass NW Ste D	Albuquerque	NM	87114	(505) 999-1195
13206	Southwest Restaurants #1, Inc.	Andrew Havens	8001 Wyoming Blvd NE Ste B8	Albuquerque	NM	87113	(505) 797-4070
13648	Habebe Investments, LLC	Steven Jeffers	1850 E Historic Highway 66	Gallup	NM	87301	(505) 722-4432
659		Haviv Sharoni	7331 W Lake Mead Blvd Ste 106	Las Vegas	NV	89128	(702) 633-6886
660		Robb Richardson	4985 W Tropicana Ave Ste 101	Las Vegas	NV	89103	(702) 889-4441
1061		Timothy Billow	3850 Las Vegas Blvd S	Las Vegas	NV	89109	(702) 318-7827
1062		Tammy Starring	901 S Rancho Dr	Las Vegas	NV	89106	(702) 384-1911
1344	M & S Enterprises, INC.	Antonio Gatto	5757 Wayne Newton Blvd	Las Vegas	NV	89119	(702) 261-7330
1431	Vision Strategies, Inc.	Ken Goldman	591 College Dr Ste B	Henderson	NV	89015	(702) 568-9644
1543	K N S Enterprises LLC	Ming Hart	10217 W Charleston Blvd Ste C	Las Vegas	NV	89135	(702) 365-8883
1742	Tempest International Group USA, LLC	Arvind Lalji	4949 N Rancho Drive	Las Vegas	NV	89130	(702) 320-5001
1784		Bryan Welsh	730 E Flamingo Rd Ste 7	Las Vegas	NV	89119	(702) 697-0828
1903	ABI-SAM FOODS L.L.C.	Mirwais Aslami	885 Sparks Blvd Ste 100	Sparks	NV	89434	(775) 356-2777
2229	Waiss LLC	Sergio Santos	3735 Spring Mountain Rd Ste 201	Las Vegas	NV	89102	(702) 252-8811
2615	S & K Hot Subs, Inc.	Sergio Santos	75 Damonte Ranch Pkwy Ste C	Reno	NV	89521	(775) 851-9494
2616	S & K Hot Subs, Inc.	Jeong Lee	6775 Sierra Center Pkwy Ste 100	Reno	NV	89511	(775) 851-0202
2884		Dorit Schwartz	5775 S Rainbow Blvd Ste 100	Las Vegas	NV	89118	(702) 367-0114
3006	R and D Beltway, LLC	Bryan Welsh	9210 S Eastern Ave Ste 115	Las Vegas	NV	89123	(702) 563-8383
4030	ABI-SAM Foods LLC	Niyazi Duvenci	1196 S Rock Blvd Unit D	Reno	NV	89502	(775) 857-4100
4206		Eddie Hernandez	2585 S Nellis Blvd Ste 2	Las Vegas	NV	89121	(702) 207-5025
4207	SANNIO, LLC	Jovino Lovino	7390 Las Vegas Blvd S Ste 105	Las Vegas	NV	89123	(702) 459-0060
5221	Lorenzo Ventures, Inc.	Haviv Sharoni	2905 Northtowne Ln Ste 120	Reno	NV	89512	(775) 674-3222
5575		Robb Richardson	6420 S Pecos Rd	Las Vegas	NV	89120	(702) 938-7155
6532	Pyramid Foodcourt, LLC	Mirwais Aslami	3900 Las Vegas Blvd S	Las Vegas	NV	89119	(702) 736-2544
7313	WAISS LLC	Deep Kaur	365 Lewis Ave	Las Vegas	NV	89101	(702) 380-0900
7425	Waris Incorporated	Veda Ceballos	219 N Center St	Reno	NV	89501	(775) 788-2919
9112	L & V Ceballos LLC		1330 S Highway 160 Ste 1	Pahrump	NV	89048	(775) 537-2229

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
9519		Kamaljeet Kaur	5 Pine Cone Rd Ste 5	Dayton	NV	89403	(775) 246-1111
9991	TEG Partners LLC	Thomas	6441 N Durango Dr Ste 140	Las Vegas	NV	89149	(702) 269-7827
10401	FCQ LLC	Robert	70 W Falcon Ridge Pkwy	Mesquite	NV	89027	(702) 346-1855
10561	ABI-SAM Foods L.L.C.	Bryan	555 S Virginia St	Reno	NV	89501	(775) 323-2224
12233	S & K Hot Subs, Inc.	Sergio	963 Topsy Ln Ste 320	Carson City	NV	89705	(775) 267-4570
12492	CER Group, LLC	Craig	4450 N Tenaya Way	Las Vegas	NV	89129	(702) 538-7500
12814		Haviv	2901 Las Vegas Blvd S	Las Vegas	NV	89109	(702) 697-4500
12862		Haviv	7135 W Ann Rd Ste 130	Las Vegas	NV	89130	(702) 476-5725
13104	Meritage Restaurant Group, LLC	Andrew	3150 Paradise Rd	Las Vegas	NV	89109	(702) 460-5400
13300		Michael	1237 6th St	Wells	NV	89835	(775) 752-3608
13565	M.A.D.D. LLC	Michael	171 Disc Dr Ste 105	Sparks	NV	89436	(775) 626-6106
2037	Nader Girgis, LLC	Nader	1675 Sunrise Hwy Unit A	Bay Shore	NY	11706	(631) 968-4288
2318	New Line Restaurant Corp.	Abdul	1161 Old Country Rd	Plainview	NY	11803	(516) 942-5188
2674	Great Bons, Inc.	William	5174 Kings Plz	Brooklyn	NY	11234	(718) 692-3331
3285		Afzal	16 E 23rd St	New York	NY	10010	(212) 254-7979
3536	Group Industries Inc.	Yeon Chol	304 W 34th St	New York	NY	10001	(212) 736-4400
3577	JJ Bros. Inc.	Alfred	3434 North Rd	Poughkeepsie	NY	12601	(845) 483-7849
3723	M & R Food Products Corporation	Rahman	270 Pond Path	South Setauket	NY	11720	(631) 580-0700
3738	NEW LINE RESTAURANT BETHPAGE CORPORATION	Abdul	4070 Hempstead Tpke	Bethpage	NY	11714	(516) 731-2815
3819	786 R & R, Inc.	Afzal	84 Chambers St	New York	NY	10007	(212) 571-3600
4232	WH Gourmet Deli Corporation	Hikmatillo	468 Hempstead Tpke	West Hempstead	NY	11552	(516) 505-7827
4241	SKJ Broad Sub Inc.	Dong Hyun	80 Broad St	New York	NY	10004	(212) 785-7827
4285	Jahan Corp	Mohammed	51 E Merrick Rd	Freeport	NY	11520	(516) 223-7827
4448	The Saramin Corporation	Leonard	187 Sunrise Highway	West Islip	NY	11795	(631) 422-0400
4459	2Dtoasted, LLC	Deborah	4611 Sunrise Hwy	Bohemia	NY	11716	(631) 589-5050
4519	Dream Girl Enterprises, Inc.	Joyce	1882 Route 6 Ste V-2	Carmel	NY	10512	(845) 531-2241
4735	PRK Management, Inc.	Arshdeep	5026 Jericho Tpke	Commack	NY	11725	(631) 462-7827
4841	L & H NY Enterprises, LLC	Lan Kuk	215-10 Northern Blvd	Bayside	NY	11361	(718) 631-5000
4994	Nubia's Enterprise Inc.	Nestor	304 E Montauk Hwy	East Islip	NY	11730	(631) 656-5457
5088		Gary	225 W Main St	Patchogue	NY	11772	(631) 207-3613
5558	Bengal Enterprise Inc.	Samarendra	253 5th Ave	New York	NY	10016	(212) 725-4744
5653	Q-Brothers, LLC	Len	6703 Transit Rd	Buffalo	NY	14221	(716) 565-1130
5667	B.P. Worldwide, LLC	Donato	273 Halstead Ave Ste 2	Harrison	NY	10528	(914) 777-7827
5704	Northern QSR Group, Inc.	Matthew H	386 State Route 3	Plattsburgh	NY	12901	(518) 561-4410
6003	SAP & NSD, Inc.	Sumant A	651 Miracle Mile Dr	Rochester	NY	14623	(585) 427-0480
6090	Sansoty, Inc.	Sandy	37 Hillel Pl	Brooklyn	NY	11210	(718) 859-6000
6391	Quiz-Citi Corporation	Min Jung	2310 Jackson Ave	Long Island City	NY	11101	(718) 472-3900
6597	Great Bons, Inc.	William	2521 South Rd	Poughkeepsie	NY	12601	(845) 463-2500
7054	S.E. Miller, Inc.	Tim	7425 Oswego Road	Liverpool	NY	13090	(315) 451-9800
7133	JJ Bros. Inc.	Alfred	1671 Route 9	Wappingers Falls	NY	12590	(845) 298-1110
7263	Aramark Food and Support Services Group, Inc.	Jack	5-11 University Pl	New York	NY	10003	(212) 998-4934
7332	DLNDAS ENTERPRISES LLC	Daniel	2080 Western Ave	Guilderland	NY	12084	(518) 452-7788
7369	TJH Subs, Inc.	Michael	596 Columbia Turnpike	East Greenbush	NY	12061	(518) 477-6600
7383	AMEE Subs, Inc.	James	720 Hoosick Rd Ste 1	Troy	NY	12180	(518) 274-0545
7937	TJMR Enterprises, Inc.	Thomas	762 State Highway 28 S	Oneonta	NY	13820	(607) 432-2737
7980	FBT Enterprises, LLC	Kevin	23E Lower Hudson Ave	Green Island	NY	12183	(518) 273-7800
8873	21st Century Toasted Subs, LLC	Robert	324 Quaker Rd	Queensbury	NY	12804	(518) 761-1234
9369	POS Solutions Inc.	Brian	1110 Old Country Rd	Riverhead	NY	11901	(631) 208-0347
9557	Airport Management Services, LLC	Jay	1130 1st St	New Windsor	NY	12553	(845) 567-0451
10112	Davenport Management, Inc.	Brett	1626 Clark Street Rd	Auburn	NY	13021	(315) 255-1112
10499	Warm and Toasty LLC	Mehmet	2717 Route 112	Medford	NY	11763	(631) 475-7827
10667		James	60 Smithfield Blvd	Plattsburgh	NY	12901	(518) 561-2156
11102	Aramark Food and Support Services Group, Inc.	Jack	1 University Plaza Unit H306	Brooklyn	NY	11201	(718) 488-3051
11235		Theodore	3742 State Route 11	Mc Graw	NY	13101	(607) 753-3529
11884	Host International, Inc.	Jon	33 North Mile Port NY State Thruway	Sloatsburg	NY	10974	(845) 753-2701
11885	Host International, Inc.	Jon	Mile Post 127 South New York State Thruway	Hanna Croix	NY	12087	(518) 756-3000
11922		Gerald	154 Elm St	Potsdam	NY	13676	(315) 268-8303
12104	Host International, Inc.	Jon	New York State Thruway	Pattersonville	NY	12137	(578) 887-2008
12251	Airport Management Services, LLC	Jay	1130 1st St	New Windsor	NY	12553	(845) 567-0872
12292	Compass Group USA, Inc.	Mike	8000 Utopia Pkwy	Jamaica	NY	11432	(718) 990-7367
12851	Megan's Subs LLC	George	952 Troy Schenectady Rd Ste 1	Latham	NY	12110	(518) 786-7827
13143	Compass Group USA, Inc.	Mike	715 North Ave	New Rochelle	NY	10801	(914) 663-2576
13266	POS Solutions Inc.	Brian	428 Wheeler Rd	Hauppauge	NY	11788	(631) 234-4646
169	Jasmat, LLC	Bharti	18340A Bagley Rd	Middleburg Heights	OH	44130	(440) 816-2137
922		Lynne A.	530 Euclid Ave	Cleveland	OH	44115	(216) 479-0260
1131	S L & Y, Inc.	Leslie	8599 Columbus Pike	Lewis Center	OH	43035	(740) 549-3317

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1134	Shteiwi Faraj Ltd	Kenny Faraj	1301 E 9th St Ste BL216	Cleveland	OH	44114	(216) 241-8008
1507	J.A.C.P.B. & J., LLC	John Cipriani	8 W 4th St	Cincinnati	OH	45202	(513) 333-0099
1683		Kiran Bhakta	10792 Montgomery Rd	Cincinnati	OH	45242	(513) 469-8284
1799	Elifritz, Inc.	Allen Elifritz	2840 Colonel Glenn Hwy	Fairborn	OH	45324	(937) 427-2200
1801	Elifritz, Inc.	Allen Elifritz	1512 Miamisburg Centerville Road	Centerville	OH	45459	(937) 436-7849
2670		Imesh Patel	9551 Fields Ertel Rd	Loveland	OH	45140	(513) 583-0330
2781	River Dreams, Ltd.	Jeanne Crumrine	709 Hebron Rd	Heath	OH	43056	(740) 522-0739
3066	NOW Associates, Inc.	Ruby Marwaha	808 Main St	Milford	OH	45150	(513) 831-5960
3162		Robert J Meek	4630 Cleveland Ave NW	Canton	OH	44709	(330) 244-8636
3312	REBA & KABIR GROUP LLC	Feroz Sheikh	33411 Aurora Rd	Solon	OH	44139	(440) 498-4900
3458		Michael Petrillo	4748 Ridge Rd	Brooklyn	OH	44144	(216) 741-7827
3662		Philip Estes	6819 W Central Ave	Toledo	OH	43617	(419) 843-4100
3671	Fresh-Is-Best, Inc.	Fernando Bogard	2017 Elm Rd NE	Warren	OH	44483	(330) 372-3670
3731	J&R Beck, LLC	John Beck	9517 State Route 14	Streetsboro	OH	44241	(330) 422-1420
4208	Y City Subs LLC	Ryan Flood	2800 G Maple Avenue	Zanesville	OH	43701	(740) 450-9900
4334		George P. Kouvas	7105 Lockwood Blvd	Youngstown	OH	44512	(330) 965-2466
4431		Nilesh Patel	1220 W 3rd St	Cleveland	OH	44113	(216) 566-0800
4574		Wesley Barnes	5350 Airport Hwy	Toledo	OH	43615	(419) 380-2466
4803		William Spitzer	855 Coshocton Ave Frnt	Mount Vernon	OH	43050	(740) 392-7827
4947	JC House LLC	Charles Wu	24175 Chagrin Blvd	Beachwood	OH	44122	(216) 593-0245
5108		An Suk Shin	76 S Main St	Akron	OH	44308	(330) 376-7777
5208	SL&Y Inc.	Jerry Landis	2170 Walker Lake Rd	Mansfield	OH	44903	(419) 747-7827
5278		Kenny Faraj	1980 Cooper Foster Park Rd W	Lorain	OH	44053	(440) 282-3382
5316	R.F.B., Inc.	P. Wayne Read	3651 Massillon Rd	Uniontown	OH	44685	(330) 899-0194
5318	Vinto Inc.	John Artuso	8578 E Washington St	Chagrin Falls	OH	44023	(440) 708-0585
5468	Sterjana Ltd.	Roberta N. Geiser	4182 Burbank Rd	Wooster	OH	44691	(330) 345-6328
5514	Morton Distributing, Inc.	James Dombroski	500 Broad St	Conneaut	OH	44030	(440) 599-6990
5553		Jeries Hires	6470 Glenway Ave	Cincinnati	OH	45211	(513) 598-8100
5555	SL&Y, Inc.	Jerry Landis	2049 Henderson Rd	Columbus	OH	43220	(614) 442-1496
5577	Vinto, Inc.	John Artuso	38 S Aurora Rd	Aurora	OH	44202	(330) 562-0724
5648	O'Malley Enterprises, Ltd.	Paul F O'Malley	414 W Perkins Ave Ste 1	Sandusky	OH	44870	(419) 624-8731
5899	Riverview Subs, LLC	Carolyn Dempsey	30 Acme Street	Marietta	OH	45750	(740) 373-7827
5991	Chiu Group Inc.	Hsien-Chin Richard Chiu	7468 Broadview Road	Parma	OH	44134	(216) 447-1588
6630		Justin Elgie	32 W High St	Oxford	OH	45056	(513) 524-3663
6701	AMB ENTERPRISES INC.	Kenny Faraj	33739 Center Ridge Rd	North Ridgeville	OH	44039	(440) 353-3078
6829	S L & Y, Inc.	Leslie Young	6322 Gender Rd	Canal Winchester	OH	43110	(614) 920-3939
6832	ACS of Athens LLC	Scott Tanner	42 S Court St	Athens	OH	45701	(740) 594-7042
6870	Neo Taste, Inc.	Manju Kanodia	4640 Richmond Rd Ste 215	Warrensville Heights	OH	44128	(216) 464-2888
6928	Aramark Food and Support Services Group, Inc.	Jack Wixted	300 N Commons Blvd	Cleveland	OH	44143	(440) 395-8207
7004		Kelly Folden	390 Robinson Ave	Barberton	OH	44203	(330) 745-7827
7008	Bel-Morr Market, Ltd.	Kristen Wallace	66440 Belmont Morristown Rd	Belmont	OH	43718	(740) 782-0015
7097	Sodexho Management, Inc.	John Nappier	1 Midway Dr Rm 104	Kent	OH	44243	(330) 672-2591
7181	CDSAMJ	Cristina Stanulet	5857 Smith Rd	Brook Park	OH	44142	(216) 267-7893
7360	Rike Biz LLC	Benjamin Rike	3450 Oconnell St	Powell	OH	43065	(740) 881-6540
7934	Hogan Ventures, LLC	Tina Hogan	3265 W Alexis Road Unit A	Toledo	OH	43613	(419) 472-4440
8341	Sanderson Enterprises, LLC	William Sanderson	100 Mail Dr Unit A30	Steubenville	OH	43952	(740) 264-5925
8587	JLS Eateries LLC	James Combs	67965 Mall Rd Ste 813	St Clairsville	OH	43950	(740) 695-9366
8869	American Drive LLC	Ross L Durham	900 American Rd	Napoleon	OH	43545	(419) 592-1316
9184	Sacco Food Services, Inc.	Craig Sacco	5374 Tuttle Crossing Blvd	Dublin	OH	43016	(614) 766-7849
9516	Garke Subhouse, L.L.C.	Michael Garke	2028 Michigan St	Sidney	OH	45365	(937) 492-5400
9579	Mac's Convenience Stores, LLC	Carlos Miranda	3043 London Groveport Rd	Grove City	OH	43123	(614) 277-1361
9725	Nedront LLC	Todd Norden	400 Clinton St	Defiance	OH	43512	(419) 784-4300
10394	Host International, Inc.	Jon Stentz	4600 International Gtwy	Columbus	OH	43219	(614) 239-2225
11860	NOW Associates, Inc.	Ruby Marwaha	9336 Union Centre Blvd	West Chester	OH	45069	(513) 942-3040
11988	Q-Subs II LLC	Deborah Hyre	3490 Hudson Dr Ste 1	Stow	OH	44224	(330) 922-4407
12321	Aramark Food and Support Services Group, Inc.	Jack Wixted	3900 Wildlife Way	Cleveland	OH	44109	(216) 398-5750
12673	Host International, Inc.	Jon Stentz	3600 Terminal Rd	Vandalia	OH	45377	(937) 898-3593
12767	NOW Associates, Inc.	Ruby Marwaha	7892 Mason Montgomery Rd	Mason	OH	45040	(513) 204-6947
12779	Host International, Inc.	Jon Stentz	3600 Terminal Dr	Vandalia	OH	45377	(937) 313-5335
12850	MSM ASSET MANAGEMENT LLC	Carleton Maddox	229 W McMillan St	Cincinnati	OH	45219	(513) 579-1600
12870		Stephanie Sorrell	130 E Main St	Batavia	OH	45103	(513) 732-1740
12935	Compass Group USA, Inc.	Mike Brandon	2130 Euclid Ave	Cleveland	OH	44115	(216) 687-5001
12997	Hogan Ventures, LLC	Tina Hogan	520 Madison Ave	Toledo	OH	43604	(419) 720-6340
13368		Andrew Sovchik	13 N Hawkins Av #13	Akron	OH	44313	(330) 869-2021
440		James H. Rowenhorst	1243 S Harvard Ave	Tulsa	OK	74112	(918) 836-7700
742		Jack Williams	1029 S Meridian Ave	Oklahoma City	OK	73108	(405) 917-7849

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865	Newman Restaurants, LLC	Curtis Newman	10031 E 71st St Ste F	Tulsa	OK	74133	(918) 459-7966
1093		Daryoush Katibeh	5347 E 41st St	Tulsa	OK	74135	(918) 632-7849
1139	Tasty Sub Enterprises, Inc	Abbas Ghanei	15 West 5th	Tulsa	OK	74103	(918) 583-7849
1363	Lawton Q-Subs, Inc	Marcos Rivera	604 NW Sheridan Rd	Lawton	OK	73505	(580) 248-8333
1432	T & S Holdings, Inc.	Skip Riley	110 N Robinson Ave	Oklahoma City	OK	73102	(405) 232-7773
1465	MAR, Inc.	Sayed Alavi	1020 North Stiles	Oklahoma City	OK	73104	(405) 228-0200
1937		Santhosh Kumar	2800 NW 63rd St Ste 500	Oklahoma City	OK	73116	(405) 840-7849
2105		Stephen Santee	1419 E 15th St	Tulsa	OK	74120	(918) 584-6200
2443	Reemcolt, Inc.	Tim McKay	524 W 6th St	Stillwater	OK	74074	(405) 377-7849
2444	Reemcolt, Inc.	Tim McKay	3518 West Owen K Garriott Road	Enid	OK	73703	(580) 233-7849
3446	Best Sub Enterprises Inc.	Abbas Ghanei	7030 S Lewis Ave Ste A	Tulsa	OK	74136	(918) 388-2786
3504		Gene Matthews	3944 S Garnett Rd	Tulsa	OK	74146	(918) 663-7849
4533	D&L Kat, LLC	Daryoush Katibeh	7125 S Yale Ave	Tulsa	OK	74136	(918) 523-7849
6608	Sandark Food & Services LLC	Steven Stark	701 E Main St Ste A	Weatherford	OK	73096	(580) 772-7849
6703	Nickado, Inc.	Nicholas Quaye	156 12th Ave SE	Norman	OK	73071	(405) 329-1667
7572	The Board of Regents of the University of Oklahoma Ex Rel.	David Annis	900 Asp Ave	Norman	OK	73019	(405) 325-3763
9799	Riverwalk Subs, Inc.	Robin Myers	2101 Riverwalk Dr	Moore	OK	73160	(405) 793-9200
9844	The BAS Firm, LLC	Barry Smith	920 SW 104th St	Oklahoma City	OK	73139	(405) 692-1118
9943	Still Enterprises, Inc	Victor Still	1751 Garth Brooks Blvd Ste 100	Yukon	OK	73099	(405) 350-4444
10157		Mike Baradaran	1333 N Santa Fe Ave Ste 123	Edmond	OK	73003	(405) 471-6587
10429	Fresquez Concessions, Inc.	Charles Fresquez	7777 E Apache St	Tulsa	OK	74115	(918) 835-9010
10608	Upbeat International LLC	Gregory Snider	9551 N Owasso Expy Ste 102	Owasso	OK	74055	(918) 274-9770
10720	Soul Hungry? Soul Thirsty? L.L.C.	Paul Christian	2103 South Main	Elk City	OK	73644	(580) 225-7849
10866	NICKADO, INC.	Naa Quaye	1808 W Lindsey St Ste 300	Norman	OK	73069	(405) 321-3220
10879	Steel Cowboy Enterprises, LLC	Keith Baughman	512 N Main St	Muskogee	OK	74401	(918) 686-7575
11714		Julie Williams	29 N Main St	Miami	OK	74355	(918) 542-3700
11935	Light Reigns, LLC	Elizabeth Maguire	1720 Belle Isle Blvd Ste B	Oklahoma City	OK	73118	(405) 841-1100
12134	LAMBERT FOODS, LLC	Mary Lambert	2221 N Main St	Altus	OK	73521	(580) 477-0444
12332	Nobility Food Services Corp.	Flint Nobles	2401 12th Ave NW	Ardmore	OK	73401	(580) 226-7827
12678	Compass Group USA, Inc.	Mike Brandon	100 N University Dr	Edmond	OK	73034	(405) 974-4637
12716		Marcos Rivera	1211 North Highway 81	Duncan	OK	73533	(580) 470-9677
12786	Mantin Enterprises, Inc.	Tamra Mantin	2150 W Memorial Rd Ste C	Oklahoma City	OK	73134	(405) 751-4700
13461		Jyotsna Mohanty	3805 Washington Pl Ste A	Bartlesville	OK	74006	(918) 213-4944
156		Tom West	1440 SW 3rd Ave	Portland	OR	97201	(503) 227-7708
364	Carpe Diem Enterprises, Inc.	Cathy Thompson	1380 Biddle Rd Ste D	Medford	OR	97504	(541) 858-2000
554	Carpe Diem Enterprises, Inc.	Cathy Thompson	55 E Stewart Ave	Medford	OR	97501	(541) 858-0100
555	Carpe Diem Enterprises, Inc.	Cathy Thompson	1632 Williams Hwy	Grants Pass	OR	97527	(541) 476-1942
562	Sub Dudes, LLC	Gary Spalter	207 Coburg Rd Ste 104	Eugene	OR	97401	(541) 431-0905
1146	Deschutes Classics Inc.	Terrence O'Neil	1180 South Highway 97	Bend	OR	97702	(541) 317-8800
1148	Deschutes Classics 1148, Inc.	Terrence O'Neil	63455 N Highway 97 Unit 56	Bend	OR	97701	(541) 749-4242
1289	Sub Dudes, Inc.	Gary Spalter	864 Bellline Rd	Springfield	OR	97477	(541) 744-2998
1309	Durning Durning and Durning Inc.	Jeff Durning	11621 Island Ave Ste E	La Grande	OR	97850	(541) 963-9600
1331	Iguchi's Inc.	Chikako Iguchi	16055 SW Regatta Ln Ste 400	Beaverton	OR	97006	(503) 690-8222
1464	Baba Deep Singh Inc.	Amritpal Singh	2315 Lancaster Dr NE	Salem	OR	97305	(503) 567-8874
1478	Sub Dudes, Inc.	Gary Spalter	1573 SW 53rd St	Corvallis	OR	97333	(541) 752-1600
1731	STAFFWIL, INC.	Robert Stafford	9757 H Sunnyside Rd	Clackamas	OR	97015	(503) 794-3997
1744	Sub Dudes, Inc.	Flavio Chicarino	801 E 13th Ave	Eugene	OR	97401	(541) 338-7098
1899	P&D Subs, Inc.	Dale Thomas Jr	4730 Village Plaza Loop Ste 135	Eugene	OR	97401	(541) 434-9201
2066	Sub Dudes, Inc.	Gary Spalter	700 NE Circle Blvd Ste 103	Corvallis	OR	97330	(541) 753-7827
2144		Adrienne Preston	764 NW Garden Valley Blvd Ste 101	Roseburg	OR	97470	(541) 440-8988
2269	Goodfood, Ltd.	Tom West	20661SW SW Roy Rogers Rd Ste 502	Sherwood	OR	97140	(503) 625-7777
2394	Westlake Nyberg Inc.	Timothy Monaco	7698 SW Nyberg St	Tualatin	OR	97062	(503) 691-6343
2419	Ksuguna Food Concepts, LLC	Srinath Burma	11705 SW Pacific Hwy	Tigard	OR	97223	(503) 601-7227
2853		Diane McLarty	598 NW Eastman Pkwy	Gresham	OR	97030	(503) 669-3700
3641	S 3 Corporation	Meeraali Shaik	9009 SW Hall Blvd Ste 145	Tigard	OR	97223	(503) 624-1550
3791	Sub Dudes, Inc.	Gary Spalter	2155 Olympic St	Springfield	OR	97477	(541) 393-0030
3906	T L Olson LLC	Linda Olson	2518 SE Burnside Rd	Gresham	OR	97080	(503) 489-0872
4008	Innovative Enterprises, LLC	Cole Harvey	1565 N 1st St Ste 9	Hermiston	OR	97838	(541) 567-5050
4082		Richard Preston	2725B S 6th St	Klamath Falls	OR	97603	(541) 884-0303
4121	CUE Corp.	Justin Farley	204 SW 20th St	Pendleton	OR	97801	(541) 276-6301
4129	P & D Subs, Inc.	Dale Thomas Jr	2250 14th Ave SE Unit D	Albany	OR	97322	(541) 926-9377
4320		David Choy	8140 SE Cora St	Portland	OR	97206	(503) 771-1515
4371		Matthew Smith	19709 Highway 213	Oregon City	OR	97045	(503) 518-7827
4789		Sukhjit Singh	11904 SE Division St	Portland	OR	97266	(503) 761-9020
4882	Green Concepts	Kristopher Zwetschke	1130 NE Holladay St Ste B	Portland	OR	97232	(503) 467-4500
5014	Bennett Food Service, Inc.	William Bennett	1499 Edgewater St NW	Salem	OR	97304	(503) 585-7905

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5037	Q of O, LLC	Kimbre Anderson	4355 Commerce St Ste 104	Eugene	OR	97402	(541) 485-8709
5039	DonnaHugh Subs I, Inc.	Donna Freeman	1710 E Pine St Ste F	Central Point	OR	97502	(541) 665-0500
5138	Toasted Subs, Inc.	Marina D'Cruzan	5133 River Rd N	Keizer	OR	97303	(503) 390-5800
5176	SK Seven Inc	Robert Stafford	9972 SE 82nd Ave	Happy Valley	OR	97086	(503) 771-5920
5228	Westlake Two, Inc.	Cecelia Sahli	9 Centerpointe Dr Ste B	Lake Oswego	OR	97035	(503) 620-4391
5229	GALASH BAKKE, LLC	Tyler Galash	4035 NE Sandy Blvd	Portland	OR	97232	(503) 282-4800
5255		Letitia Beltz	111 North Arney Road Suite B	Woodburn	OR	97071	(503) 982-4115
5339	Go Toasty Portland, Inc.	Richard Gorton	202 SW 4th Ave Unit 210	Portland	OR	97204	(503) 248-2120
5571		Henry Tuquero	13551 NW Cornell Rd	Portland	OR	97229	(503) 641-7710
5675	C&R Food Services Inc.	Becky Banning	6123 SW Macadam Ave	Portland	OR	97239	(503) 244-1078
5988	Terran Food Service, Inc.	Nick Gerbracht	2323 Pacific Avenue	Forest Grove	OR	97116	(503) 357-9530
6065	Q1 LLC	Richard Greif	203 East Ln N	Ontario	OR	97914	(541) 889-7849
6736	NW Toasty Foods LLC	Steven Lum	4655 SW Griffith Dr	Beaverton	OR	97005	(503) 352-3375
7739	MID Columbia Food Service LLC	Travis Paulsen	2910 Cascade Ave	Hood River	OR	97031	(541) 386-7827
8354	Accubiz LLC	Drew Truong	122 N Coast Hwy	Newport	OR	97365	(541) 574-8844
8411	MacQuiz, Inc.	Steven Rinehold	1411 NE Highway 99w Ste A	McMinnville	OR	97128	(503) 883-0997
8927	Deschutes Classics 1149, Inc.	Terrence O'Neil	SW 21st St Ste 105	Redmond	OR	97756	(541) 316-2162
9111	NW Toasty Foods LLC	Steven Lum	705 Springbrook Rd Bldg B Unit 101	Newberg	OR	97132	(503) 537-2060
9128	Green Street Enterprises, LLC	Corrine Jarrett	1750 N 1st Ave	Stayton	OR	97383	(503) 767-7782
10240		Richard Preston	1590 Delta Waters Rd Ste 112	Medford	OR	97504	(541) 608-8885
10289	Columbia Gorge Food Service, Inc.	Travis Paulsen	1248 W 6th St Ste 100	The Dalles	OR	97058	(541) 298-7827
10387		Amritpal Singh	601 Lancaster Dr NE	Salem	OR	97301	(503) 363-8160
10425	Deschutes Classics 10425, Inc.	Terrence O'Neil	2115 NE Highway 20 Ste 101	Bend	OR	97701	(541) 749-9099
11320		Richard Preston	162 NE Beacon Dr Ste 115	Grants Pass	OR	97526	(541) 479-0908
11578	Toasted Subs, Inc.	Marina D'Cruz	2755 Commercial St SE Ste 103	Salem	OR	97302	(503) 385-8050
11836	ISA4319 LLC	Mariasi Timora	927 NW 14th Ave	Portland	OR	97209	(503) 808-9804
11947	Sri Krishna Enterprises, LLC	Srinath Burma	2388 NW Amberbrook Dr	Hillsboro	OR	97006	(503) 748-8001
12711	A.S.A.P. LLC	Avinay Prakash	1408 NE 181st Ave	Portland	OR	97230	(503) 512-8816
13109	MS Food Group LLC	Matthew Smith	1001 SW 1st Ave	Canby	OR	97013	(503) 266-9366
13504	Masjuan Enterprises, LLC	Jose Masjuan	880 NE 25th Ave Ste 5	Hillsboro	OR	97124	(503) 681-8090
13833	Kupillas Corporation	Sarah Kupillas	479 Court St NE	Salem	OR	97301	(503) 391-4708
1898	GRK Investments, LLC	Imran Khan	113 Cavasina Dr	Canonsburg	PA	15317	(724) 743-3333
1936		Jasbir S. Bhangal	120 Oakland Ave	Pittsburgh	PA	15213	(412) 683-1177
2168	G-Pat Enterprises, Inc.	Karen Patterson	210 6th Ave	Pittsburgh	PA	15222	(412) 765-3320
2516	Tantus, Inc.	David Trimbur	24 S George St	York	PA	17401	(717) 852-7800
2883	Crystal Enterprises, L.L.C.	Seyed M Manafi	1000 Lilitz Pike	Lititz	PA	17543	(717) 627-2033
3358	GRK Investments, LLC	Imran Khan	507 Towne Square Way	Brentwood	PA	15227	(412) 882-3812
4165		Afia Ahmed	443 E Baltimore Ave	Media	PA	19063	(610) 566-9004
4243	Kanji Corp.	Dharmesh Patel	826 Walnut St	Philadelphia	PA	19107	(215) 592-4444
4280	Gin's Biz, Inc.	Virginia L. Giaquinto	4085 William Penn Hwy	Monroeville	PA	15146	(412) 373-9798
4422	G-Pat Enterprises, Inc.	Karen Patterson	431 Smithfield St	Pittsburgh	PA	15222	(412) 281-8886
4429	M&M Entity, Inc.	Mitu Patel	11 Doublewoods Rd and Rte 413	Langhorne	PA	19047	(215) 579-7008
4847	L & B, LLC	William F. Snyder	1060 Pennsylvania Ave W	Warren	PA	16365	(814) 723-5006
5035	Clayton Lee, Inc.	Robert C Garber	1806 State Hill Rd	Reading	PA	19610	(610) 373-4320
5117	Natemi Limited Liability Company	Jeff Kan	1319 Market St	Philadelphia	PA	19107	(215) 988-0988
5234	Vinroc LLC	Diana Fiorilli	708 Wilmington Rd	New Castle	PA	16101	(724) 652-2910
5639	JenVen, LLC	Jennifer Prion	96 Trinity Point Dr	Washington	PA	15301	(724) 250-7993
5642		William J. Kruck	2384 Route 286	Plum	PA	15239	(724) 325-2859
5775		Parixit Patel	7717 Crittenden St	Philadelphia	PA	19118	(215) 248-4818
5987	Double Hetter, Inc.	Louise Hetter	6660 Peach St Unit 1	Erie	PA	16509	(814) 864-3322
6044	Wamba Subs, LLC	Johnny Young	152 N Broad St	Philadelphia	PA	19102	(215) 496-9944
6087		Margaret Cikovic	251 Mundy St Unit A	Wilkes Barre	PA	18702	(570) 820-4080
6250	Two Sons, A Dad and A Sandwich Shop, Inc.	Chris S Garner	645 Penn St	Reading	PA	19601	(610) 288-3085
6301		Scott Hoachlander	800 E High St Ste 430	Carlisle	PA	17013	(717) 249-1348
6461		Rush McKee	1863 Gettysburg Village Dr	Gettysburg	PA	17325	(717) 337-3917
6633	T D Enterprises, LLC	Todd Davis	3231 Leechburg Road	Lower Burrell	PA	15068	(724) 339-1616
6802	Brotherhood Street, Inc.	Charles Thynne	4 Gettysburg Pike	Mechanicsburg	PA	17055	(717) 766-6688
6905	Aramark Food and Support Services Group, Inc.	Jack Wixted	Monroe and Linden Street Gunster Building 2nd Floo	Scranton	PA	18510	(570) 941-7456
6986	IK Investments, LLC	Imran Khan	2840 South Park Road	Bethel Park	PA	15102	(412) 835-7849
7224		Saleh Mohamadi	16468 Lincoln Hwy Rt 30	Breezewood	PA	15533	(814) 735-3033
7611	LST Venture Inc.	David L. First	4043 Buffalo Rd Unit 1	Erie	PA	16510	(814) 899-5051
7628	Twelve Twenty-One, Inc.	Mike Kedzierski	1836 Ridge Pike	Royersford	PA	19468	(610) 489-7782
8302	Jalaram Bapa Corp	Yagnesh Patel	3401 Walnut St Frnt	Philadelphia	PA	19104	(215) 387-3736
8415	Ja Ja Restaurant Inc	Danny Lin	2544 Welsh Rd	Philadelphia	PA	19152	(215) 676-1888
8721	Q-Sub Systems, LLC	Jeffrey A Dille	300 S Craig St	Pittsburgh	PA	15213	(412) 622-7200
8906		Jodie Harter	454 Gateway Ave	Chambersburg	PA	17201	(717) 263-5344

Store #	Franchisee Company Name (if applicable)	Franchisee Contact	Store Address	Store City	Store		
					State	Store Zip	Store Phone
8948		David Nguyen	2437 S 24th St Ste A	Philadelphia	PA	19145	(215) 271-0666
9405	Aramark Food and Support Services Group, Inc.	Jack Wixted	599 Pratt Drive, Folger Food Court	Indiana	PA	15705	(724) 357-3049
9418	Aramark Food and Support Services Group, Inc.	Jack Wixted	1 University Place	Chester	PA	19013	(610) 499-4418
10102	Host International, Inc.	Jon Stentz	PA Turnpike West Mile Post 147.3	Bedford	PA	15522	(814) 623-5808
10678		Amrit Kaur	10 Molleystown Rd	Pine Grove	PA	17963	(570) 345-4739
11103	Aramark Food and Support Services Group, Inc.	Jack Wixted	5600 City Line Ave	Philadelphia	PA	19131	(610) 660-1170
11116	Compass Group USA, Inc.	Mike Brandon	1871 Old Main Dr	Shippensburg	PA	17257	(717) 477-1123 3095
11399	Beensie Group, Inc.	Pat Ondisco	400 Terry Rich Blvd Unit 6	Saint Clair	PA	17970	(570) 429-0212
11559	Host International, Inc.	Jon Stentz	724 New Stanton Plaza Rd	Hunker	PA	15639	(724) 925-9780
11560	Host International, Inc.	Jon Stentz	327 Industrial Park Rd	Somerset	PA	15501	(814) 445-7925
11771	Great Foods (PA), LLC	Major Riddick Jr	AIRMALL at Pittsburgh Int'l Airport	Pittsburgh	PA	15231	(412) 472-0312
12635	T D Enterprises, LLC	Todd Davis	264 Mount Nebo Rd	Pittsburgh	PA	15237	(412) 366-3285
12637	Jothy, LLC	Kathy Shambo	2428 Main St	Northampton	PA	18067	(610) 440-2667
12914	Wamba Subs, LLC	Johnny Young	1880 John F Kennedy Blvd	Philadelphia	PA	19103	(215) 496-9266
12919	TD Enterprises, LLC.	Todd Davis	1713 Route 228	Cranberry Township	PA	16066	(724) 772-1810
12943	BHAI, Inc.	Subhash Patel	577 Delaware Ave	Palmerton	PA	18071	(610) 824-2228
13063	JAI DOLOMA LLC	Parixit Patel	8500 Henry Ave Ste 13	Philadelphia	PA	19128	(215) 508-4220
13068	Bald Eagle Fuel and Tire, Inc.	Jeffrey Powell	2807 Bee Line Hwy	Dubois	PA	15801	(814) 375-2166
13108	Host International, Inc.	Jon Stentz	256 Danner Rd Ste 1	Jim Thorpe	PA	18229	(570) 325-3978
13312	Savvyfoods, LLC	Nicholas Savereno	317 E Beaver Ave	State College	PA	16801	(814) 308-8352
13492	Dash Enterprise, Inc.	Showmen Barua	147 E Main St	Bloomsburg	PA	17815	(570) 784-2750
13642		Evan Brackman	1031 Shoppes Blvd	Moosic	PA	18507	(570) 348-9330
13771		James Bumbarger Jr	158 Rolling Ridge Dr	State College	PA	16801	(814) 308-9750
1000	ACEM Corporation	Carlos Martinez	Carretera 107, Km 2.2	Aquadilla	PR	00603	(787) 819-1335
1073		Ilia Soto	2101 Ave Hostos	Mayaguez	PR	00682	(787) 831-2332
1450		Ilia Soto	349 Ave Hostos Ste 106	Mayaguez	PR	00680	(787) 832-5665
1687	K & I Corporation	Inocencia Penalverty-Rivera	Ave Comerio	Bayamon	PR	00961	(787) 787-2912
1766		Ilia Soto	10 Carretera 149 Suite 210	Manati	PR	00674	(787) 884-8892
1804	K & I Corporation	Inocencia Penalverty-Rivera	Calle Dell Muelle 100 Edif Capitolio Plaza	Viejo San Juan	PR	00901	(787) 721-2488
1982	FAL Investments Corp.	Francisco Aviles	PR 2 KM 15.5	Bayamon	PR	00959	(787) 856-6888
2118	Vidal & Vidal Development Corp.	Gerardo Vidal	Road 167 KM 0.6	Bayamon	PR	00957	(787) 799-4442
2176	H&A Subs, Inc.	Hector Rivera	Carretera 2, KM 80.2	Hatillo	PR	00659	(787) 879-5858
2822	Rush Enterprises, Inc.	Rene Fernandez	654 Ave Munoz Rivera Ste 120	Hato Rey	PR	00918	(787) 282-8225
3385		Enrique Vazquez-Mercado	1756 Ponce Bypass (frente Marginal Constancia)	Ponce	PR	00717	(787) 843-3333
3414		Rodney D. Irizarry	224 Domenech Avenue	San Juan	PR	00918	(787) 764-5353
3415		Hamdan Mohammad	Local 7 Ave Campo Rico	Carolina	PR	00982	(787) 762-5190
4051		Siu Sing Tse	2 Calle Carazo	Guaynabo	PR	00969	(787) 287-2220
5823	LEF Subs Inc.	Luis Fuste	369 De Diego	Rio Piedras	PR	00923	(787) 754-0245
6464	HA-CA Enterprises Inc.	Carlos E Vazquez	350 Ave Chardon	Hato Rey	PR	00922	(787) 250-5566
8194	3J'SV, Inc.	Joel Valentin	Urb Crown Hills	San Juan	PR	00926	(787) 771-6151
9458	Camacho-Bonet Holding, Corp.	Luis Camacho	51 Calle McKinley St W	Mayaguez	PR	00680	(787) 834-1609
10077	Torres Crespo Inc.	Carlos Fuentes	URB Santa Cruz	Bayamon	PR	00961	(787) 995-2020
10676	Maguin Enterprises, Inc.	Jorge Claudio	233 Ave Rafael Cordero Ste 3	Caguas	PR	00725	(787) 704-2400
10793	BHG Corp.	Benigno Herrero	600 Calle Ferrara St	Rio Peidras	PR	00924	(787) 755-2511
10877		Walter Ocana	PR 2 KM 68.5	Arecibo	PR	00612	(787) 879-1600
11335	3J'SV, Inc	Joel Valentin	1463 Calle Asia	Santurce	PR	00909	(787) 982-7788
11805	3 Dolphins II, Corp.	Maria Del Carmen Vargas	300 Atleticos Ave Local 106	San German	PR	00683	(787) 892-6635
11891		Jorge Cruz	420 Agueybana St	Hato Rey	PR	00918	(787) 754-2788
12118		Jose Negron	URB Montellanos	Cayey	PR	00736	(787) 263-6358
12274	P & I Investment Group Corp.	Pablo Del Rio Diaz	1225 Ave Ponce de Leon	San Juan	PR	00907	(787) 289-9000
12433	LEF Subs, Inc.	Luis Fuste	Universidad Ave Ste 8	Rio Piedras	PR	00925	(787) 221-1144
13228	Joel Valentin Enterprises, Inc.	Joel Valentin	San Patricio Av - Carmen Gonzales Goisti Av	Guaynabo	PR	00966	(787) 793-8211
6141	Davco Management Inc.	Gene Choi	448 Newport Ave	Pawtucket	RI	02861	(401) 335-3500
9563	R & R Holdings LLC	Rosemary Carley	99 Fortin Rd	Kingston	RI	02881	(401) 782-1123
9653	G&B, LLC	George Panas Jr	763 Reservoir Avenue	Cranston	RI	02910	(401) 223-4006
11390	Bon Appetit Management Co.	Mike Brandon	1 Old Ferry Rd	Bristol	RI	02809	(401) 254-4591
13126	Host International, Inc.	Jon Stentz	2000 Post Rd Ste 22	Warwick	RI	02886	(401) 309-9766
925	Congaree Subs, LLC	Kiran Patel	620 Congaree Rd	Greenville	SC	29607	(864) 234-0034
2585	JT Coker, LLC	Jeremy Tunstill	3515 Mary Ader Ave	Charleston	SC	29414	(843) 573-0488
3805	Toasteez, Inc.	Roy Bullinger	10008A Two Notch Rd	Columbia	SC	29223	(803) 865-2242
4733	Laja Foods, LLC	Leon Aragon	11 Palmetto Bay Road Ste 103	Hilton Head Island	SC	29928	(843) 785-7844
5433	First Florence Corporation, Inc.	Ashok Patel	1914 W Lucas St	Florence	SC	29501	(843) 669-4844
5669	12 Gates Capital LLC	Uldrick Thompson	21 S Main St	Greenville	SC	29601	(864) 232-1242
5702	Snook & Snow Corp	Sun Kyung Kim	636 Crown Pointe Dr Ste 101	Rock Hill	SC	29730	(803) 327-8200
6404	P & L of Columbia Inc.	Lawrence Gross	1401 Sumter Street Ste A	Columbia	SC	29201	(803) 765-2511
6469	Laja Foods, LLC	Leon Aragon	22 Towne Dr	Bluffton	SC	29910	(843) 757-7849

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6644	Congaree Subs, LLC	Kiran Patel	802 S Batesville Rd Ste A	Greer	SC	29650	(864) 848-0080
6931	JT Coker LLC	Jeremy Tunstill	1027 Folly Rd Ste 5	Charleston	SC	29412	(843) 795-5200
8535	FPL Enterprises, LLC	Cheryl Lima	699 Fairview Road Suite C	Simpsonville	SC	29680	(864) 228-1510
8558		Leon Patrick Joyner Jr	2561 Broad St	Sumter	SC	29150	(803) 905-1212
9108	The Pantry, Inc.	Wayne Cox	6200 Highway 221	Roebuck	SC	29376	(864) 595-6082
9278	SCADI LLC	Hans Zithshi	5070 International Blvd	North Charleston	SC	29418	(843) 745-4455
10441	Farmay Food, Inc.	Tarlochan Farmay	2126 Highway 9 E Ste 1E	Longs	SC	29568	(843) 399-0505
10586	Parker Ventures, Inc.	Keith Parker	2645 Whiskey Rd Ste 113	Aiken	SC	29803	(803) 642-5444
11387	Worsley Operating Corporation	Jeff Turpin	4101 Postal Wy	Myrtle Beach	SC	29579	(843) 236-1036
11516	Aramark Food and Support Services Group, Inc.	Jack Wixted	Stern Center Food Court	Charleston	SC	29402	(843) 953-5576
11519	Aramark Food and Support Services Group, Inc.	Jack Wixted	100 Spadoni Park Cir	Conway	SC	29528	(843) 349-2255
11754	Southern Foodservice Management, Inc.	Walter Berry	2401 Faraway Dr	Columbia	SC	29219	(803) 264-1796
11899	Parker Ventures, Inc.	Keith Parker	3520 Richland Ave W	Aiken	SC	29801	(803) 226-0186
12036		Jeremy Tunstill	6541 Rivers Ave Ste A	North Charleston	SC	29406	(843) 576-4617
12088		Chau Vong-Bui	216 Seven Farms Dr Ste 130	Daniel Island	SC	29492	(843) 971-7079
12311	Clanton Property, LLC	Ray Clanton	1215 Retail Row	Hartsville	SC	29550	(843) 917-4368
12363	Babb Enterprises of Waterloo, LLC	Todd Babb	113 Robertson Blvd	Walterboro	SC	29488	(843) 782-3366
12408	RM Enterprises, Inc.	Randy Hart	1815 E Greenville S Ste E	Anderson	SC	29621	(864) 222-3535
12507	Aramark Food and Support Services Group, Inc.	Jack Wixted	Clemson Memorial Stadium Gate 1	Clemson	SC	29633	(864) 903-4975
12508	Aramark Food and Support Services Group, Inc.	Jack Wixted	Clemson Memorial Stadium Gate 1	Clemson	SC	29633	(864) 903-4975
12509	Aramark Food and Support Services Group, Inc.	Jack Wixted	Clemson Memorial Stadium Gate 1	Clemson	SC	29633	(864) 903-4975
12510	Aramark Food and Support Services Group, Inc.	Jack Wixted	Clemson Memorial Stadium Gate 1	Clemson	SC	29633	(864) 903-4975
12511	Aramark Food and Support Services, Inc.	Jack Wixted	Clemson Memorial Stadium Gate 1	Clemson	SC	29633	(864) 903-4975
12512	Aramark Food and Support Services Group, Inc.	Jack Wixted	Clemson Memorial Stadium Gate 1	Clemson	SC	29633	(864) 903-4975
12601	Clanton Property Group, LLC	Ray Clanton	1988 W Palmetto St Ste C	Florence	SC	29501	(843) 407-5583
12689	Aramark Food and Support Services Group, Inc.	Jack Wixted	100 Spadoni Park Cir	Conway	SC	29528	(843) 901-4201
12751	Aramark Food and Support Services Group, Inc.	Jack Wixted	Stern Student Center	Charleston	SC	29401	(843) 953-5576
13055	Albemarle Oil Company	Lisa Nicoletti	1006 West Blvd	Chesterfield	SC	29709	(843) 623-3330
13213	RJSB Group, LLC	Rodney Craig	1754 Highway 160 W	Fort Mill	SC	29708	(803) 548-3670
13224	Edward Mims, LLC	Edward Mims	278 Harbison Blvd Ste J	Columbia	SC	29212	(803) 749-2652
13579		Habib Taghehchian	1735 Heckle Blvd Ste 106	Rock Hill	SC	29732	(803) 329-1800
1548		Lou Ann Zevenbergen	5239 W 26th St	Sioux Falls	SD	57106	(605) 362-9219
1730	GOLDEN ASPEN DEVELOPMENT, INC.	Arthur Barrett	1808B Mount Rushmore Rd	Rapid City	SD	57701	(605) 343-0053
2364		Glen Zevenbergen	2138 W 41st St	Sioux Falls	SD	57105	(605) 338-6677
3623		Reginald Martin	2100 Highland Way	Mitchell	SD	57301	(605) 995-1010
3884	Nygaard Enterprises, Inc.	Sheila Nygaard	1517 9th Ave SE	Watertown	SD	57201	(605) 882-0400
7333	Fresh Start Convenience Stores, Inc.	Jane Schwartz	141 W Jackson Blvd	Spearfish	SD	57783	(605) 722-7966
9670	Fresh Start Convenience Stores, Inc.	Jane Schwartz	49 N 5th St	Custer	SD	57730	(605) 673-6300
12368	MAK, Inc.	Mark Aughenbaugh	2304 6th St	Brookings	SD	57006	(605) 692-7827
13053	Premier Subs, LLC	Kevin Opsahl	1101 Broadway Ave Ste 101A	Yankton	SD	57078	(605) 260-7850
13678	ANUVIC LLC	Vikash Patel	2505 W Russell St	Sioux Falls	SD	57104	(605) 334-5550
532	J and K Subs, Inc.	Janice Zartman	9220 Park West Blvd	Knoxville	TN	37923	(865) 692-9800
848	Krishna Corporation	Bhavesh Parekh	2808 Wilma Rudolph Blvd	Clarksville	TN	37040	(931) 920-9770
970	VIPA LLC	Jasmin Patel	315 Deaderick St Ste 146	Nashville	TN	37238	(615) 313-7842
1108		Nirav Patel	555 Church St Ste 101	Nashville	TN	37219	(615) 248-4500
1411		Rasik Patel	1160 Northwest Broad St	Murfreesboro	TN	37130	(615) 904-7477
1540		Ajay Patel	525 W Oakland Ave Ste 6	Johnson City	TN	37604	(423) 262-0333
1622		Sailesh Patel	764 Mount Moriah Road	Memphis	TN	38117	(901) 405-7855
1630		Joe Edidin	7220 Chapman Hwy Ste F	Knoxville	TN	37920	(865) 579-7115
2146	Venture Foods, Inc.	Manoj Zaver	1638 Fort Campbell Blvd	Clarksville	TN	37042	(931) 542-0707
2299		Jayshree V Patel	600 N Garden St	Columbia	TN	38401	(931) 490-4371
2407	Shiv Shakti-Shantoshi, Inc.	Manahar Patel	899 S Jefferson Ave	Cookeville	TN	38501	(931) 520-1005
2722	SNVB Enterprises, LLC	Nagin Bhula	2059 Houston Levee Rd Ste 118	Germantown	TN	38139	(901) 853-4009
2771	Swain Incorporated	Charles Swain Jr.	2465 Whitten Rd	Memphis	TN	38133	(901) 373-6616
3406	Subs of Jackson LLC	Nicolaas Peters	19 Stonebrook Pl Ste A	Jackson	TN	38305	(731) 660-9997
3603	Rikesh, Inc.	Dipali Patel	2020 Gunbarrel Rd Ste 403	Chattanooga	TN	37421	(423) 892-9838
4148		Sunil Patel	919 Conference Dr	Goodlettsville	TN	37072	(615) 851-3636
4231	4T Restaurants, Inc.	Gregory Tucker	1081 Vann Dr Ste 100	Jackson	TN	38305	(731) 660-0551
4493	A & R Investments, Inc.	Bipin Patel	811 Market St	Chattanooga	TN	37402	(423) 266-6244
4632		Joe Edidin	835 Highway 321 N Ste 2C	Lenoir City	TN	37771	(865) 988-8220
4748	R.J. Patel, LLC	Rajesh Patel	2151 Keith St NW	Cleveland	TN	37311	(423) 437-7976
4813		Henry Arsenault Jr	601 N Main St Ste B	Shelbyville	TN	37160	(931) 680-7444
4930	Aramark Food and Support Services Group, Inc.	Jack Wixted	DP Culp University Center, J.L. Seehorn Drive	Johnson City	TN	37614	(423) 439-4389
5430	Aramark Food and Support Services Group, Inc.	Jack Wixted	615 McCallie Ave	Chattanooga	TN	37403	(423) 425-4200
6624		Dennis J. White	901 Rock Springs Rd	Smyrna	TN	37167	(615) 355-0504
8192	The Pantry, Inc.	Wayne Cox	5030 Hunter Rd	Ooltewah	TN	37363	(423) 238-1402

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
8365	Aramark Food and Support Services Group, Inc.	Jack Wixted	1301 E Main St Box 26	Murfreesboro	TN	37132	(615) 898-2675
8800	The Pantry, Inc.	Wayne Cox	1880 Almadale Rd	Smyrna	TN	37167	(615) 223-5584
8829		Carla R Sullivan	407 Highway 46 S	Dickson	TN	37055	(615) 446-8700
9050		Nirav Patel	1110A Hillsboro Rd Ste 140	Franklin	TN	37064	(615) 790-8282
9299		David Buie	2197 Madison St Ste 1008B	Clarksville	TN	37043	(931) 648-3838
9445	MAPCO Express, Inc.	Lynwood Gregory	140 Rowland Dr	Jasper	TN	37347	(423) 942-1899
9453	BTR Enterprises, LLC	Brian Ridley	3905 Hixson Pike Ste 117	Chattanooga	TN	37415	(423) 877-3327
9566	Aramark Food and Support Services Group, Inc.	Jack Wixted	2ND University Ctr the Marketplace	Memphis	TN	38152	(901) 678-1726
9674	Aramark Food and Support Services Group, Inc.	Jack Wixted	1502 West Cumberland Ave	Knoxville	TN	37996	(865) 974-1562
9762	Nortac Subs LLC	Jeffrey Catron	7546 US Highway 70	Bartlett	TN	38133	(901) 377-2285
10033	Mitjans Enterprises, L.L.C.	Claire Simmons-Mitjans	4209 Nolensville Pike	Nashville	TN	37211	(615) 315-0380
10534	Aramark Food and Support Services Group, Inc.	Jack Wixted	2117 Andy Holt Blvd	Knoxville	TN	37996	(865) 974-5128
11125	Victory Group, Inc.	Gurraj Grewal	5500 Highway 31 W	Portland	TN	37148	(615) 323-7107
11709	Host International, Inc.	Jon Stentz	One Terminal Drive	Nashville	TN	37214	(615) 275-4321
11962		Spencer Wang	319 Peabody St	Nashville	TN	37210	(615) 736-5800
11990	Ovation Food Services, LP	Todd Wickner	601 Commerce St	Nashville	TN	37203	(615) 742-2000 x3106
11995	Ovations Food Services, L.P.	Todd Wickner	601 Commerce Street	Nashville	TN	37203	(615) 742-2085
12448	Aramark Food and Support Services Group, Inc.	Jack Wixted	1517 White Ave	Knoxville	TN	37916	(865) 974-3573
12516	Aramark Food and Support Services Group, Inc.	Jack Wixted	1502 Cumberland Ave	Knoxville	TN	37916	(865) 974-8957
12517	Aramark Food and Support Services Group, Inc.	Jack Wixted	University of Tennessee	Knoxville	TN	37996	(215) 238-4091
12524	Sodexho Management, Inc.	John Nappier	1900 Belmont Blvd	Nashville	TN	37212	(615) 460-8507
12584	Aramark Food and Support Services, Inc.	Jack Wixted	3603 Central Ave	Memphis	TN	38152	(601) 266-6658
12705	Mapco Express, Inc.	Lynwood Gregory	240 Highway 109 N	Lebanon	TN	37090	(615) 443-2322
12750	Host International, Inc.	Jon Stentz	2055 Alcoa Highway	Alcoa	TN	37701	(865) 342-2969
12947	Mapco Express, Inc.	Lynwood Gregory	194 S Mount Juliet Rd	Mount Juliet	TN	37122	(615) 758-5049
13048	Bread Box Food Stores, Inc.	Charles Baine	5014 Washington Pike	Knoxville	TN	37917	(865) 971-5822
13272	MAPCO Express, Inc.	Lynwood Gregory	6514 Ringgold Rd	Chattanooga	TN	37412	(423) 893-5210
13273	MAPCO Express, Inc.	Lynwood Gregory	111 Luyben Hills Rd	Kingston Springs	TN	37082	(615) 952-3898
13274	MAPCO Express, Inc.	Lynwood Gregory	1501 New Highway 96 W	Franklin	TN	37064	(615) 599-3077
13275	MAPCO Express, Inc.	Lynwood Gregory	1691 Poplar Ave	Memphis	TN	38104	(901) 272-0716
13276	MAPCO Express, Inc.	Lynwood Gregory	1101 Bell Rd	Antioch	TN	37013	(615) 731-1183
13287	MAPCO Express, Inc.	Lynwood Gregory	985 Greensboro Dr	Gallatin	TN	37066	(615) 451-1233
13288	MAPCO Express, Inc.	Lynwood Gregory	2010 NW Broad St	Murfreesboro	TN	37129	(615) 896-2291
13294	JDM Group, LLC	Mark Ash	330 Frazier Ave Ste 124	Chattanooga	TN	37405	(423) 710-1533
13310		Edward Barnes	8370 US Highway 51 N Ste 110	Millington	TN	38053	(901) 592-6880
13330	Tigers Cage LLC	Ehab Esmail	671 S Highland St	Memphis	TN	38111	(901) 323-9393
13397	HEER & HEER, INC.	Inderjit Kaur	1205 N Willow Ave	Cookeville	TN	38501	(931) 528-0327
13473	Flash Market, Inc.	Shane Patterson	1051 Murfreesboro Rd	Lebanon	TN	37090	(615) 444-6535
13739	IMAJE Concepts Inc.	Michael Pratt	10649 Hardin Valley Rd	Knoxville	TN	37932	(865) 769-5515
97	Human, Inc.	Manouchehr Ghanbarnajad	5330 N Macarthur Blvd Ste 160	Irving	TX	75038	(972) 550-1399
129		Titus Shin	955 E Campbell Rd Ste 100	Richardson	TX	75081	(972) 690-8008
205		Jorge Valle	905 N Austin Ave	Georgetown	TX	78626	(512) 868-2144
246		Kwon H. Kim	922 Congress Ave	Austin	TX	78701	(512) 494-9300
255	Saaz United, Inc.	Zulfiqar Prasla	16801 El Camino Real	Houston	TX	77058	(281) 282-9700
373		Chang Jung	136 Greenspoint Mall	Houston	TX	77060	(281) 876-7827
376		Mohammed Iqbal	2160 N Coit Rd Ste 144	Richardson	TX	75080	(972) 680-9994
377	Sharma Ventures LLC	Neena Sharma	6909 Coit Rd Ste 204	Plano	TX	75024	(972) 943-0255
383	CANDA, Inc.	Charlotte Russell	11011 Research Blvd Ste 100	Austin	TX	78759	(512) 342-8988
437	EAT Ventures, Inc.	Richard Koch	2916 Kemp Blvd	Wichita Falls	TX	76308	(940) 322-3311
459		Jimmy Wong	1019B Dairy Ashford St	Houston	TX	77079	(713) 474-8585
496	KSA Group, LLC	Vikas Agrawal	18022 Upper Bay Rd	Houston	TX	77058	(281) 335-7174
497		Jong C. Choi	3637C Far West Blvd	Austin	TX	78731	(512) 338-9414
499	CDM, Inc.	Christopher Miller	3411 Market Loop Ste 112	Temple	TX	76502	(254) 773-7849
513	DNA Horizons LLC	Alex Chan	13764 Research Boulevard	Austin	TX	78750	(512) 258-3811
514		Mark Fish	701 S Capital of Texas Hwy Ste E570	Austin	TX	78746	(512) 306-8443
516	Larina LLC	Lina Rahme	6406 N I H 35	Austin	TX	78752	(512) 420-8585
518	South Plains Q-Subs, Inc.	Randall Reed	6804 Slide Rd	Lubbock	TX	79424	(806) 794-8425
519		Jae Park	566C Fm 1960 Rd W	Houston	TX	77090	(281) 550-1000
553	Saya Foods Inc.	Mohsin Merchant	541 W McDermott Dr Frnt	Allen	TX	75013	(972) 359-7849
586	Cozumel Land and Cattle Company, LLC	Marcus Cohn	6700 Woodlands Pkwy Ste 400	Spring	TX	77382	(281) 681-1983
587	Sara United, LLC	Sachin Gupta	21519 Tomball Pkwy Ste 1	Houston	TX	77070	(281) 370-3999
604		Mayur I. Mali	5221 S Broadway Ave Ste 8	Tyler	TX	75703	(903) 534-8300
607	Jarrell, Inc.	Bob Jarrell	3365 S 14th St	Abilene	TX	79605	(325) 695-4330
643	Meridian-Mercury Ventures, Ltd.	Kelly Drewry	5000 Belt Line Rd Ste 230	Dallas	TX	75254	(972) 386-1800
700		James Pang	5156 Buffalo Speedway	Houston	TX	77005	(713) 218-7825
704	HK Management Corporation	Simon Cheung	4730 Louetta Rd	Spring	TX	77388	(281) 288-7827

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721	Dozer Pet Projects LLC	Mike Guillory	2501 Texas Ave S Ste 100C	College Station	TX	77840	(979) 695-7827
762		Krish Parmar	110 N Interstate H 35 Ste 300	Round Rock	TX	78681	(512) 671-7404
779	Saipooja Enterprises, Inc.	Sanjiv Patel	3020 Marina Bay Dr Ste A	League City	TX	77573	(281) 538-3138
809	South Plains Q-Subs, Inc.	Randall Reed	5707 4th St	Lubbock	TX	79416	(806) 780-2928
818	H & G L.L.C.	Howard Pham	3837 Richmond Ave	Houston	TX	77027	(713) 722-7827
822	PB & J Restaurants, Ltd.	Bradley Baker	3524 Knickerbocker Rd Ste D	San Angelo	TX	76904	(325) 942-8897
823	PB&J Restaurants, Ltd.	Bradley Baker	59 N Koenigheim St	San Angelo	TX	76903	(325) 655-1700
838	CDMQ Incorporated	Christopher Miller	1200 Willow Springs Rd	Killeen	TX	76549	(254) 616-1630
849	Jin and Brandy, Inc.	Jin Kim	6505 W Park Blvd Ste 136	Plano	TX	75093	(972) 403-3899
851	Alzaitoun, LLC	Julie Alzaitoun	2030 Glade Rd Ste 220	Grapevine	TX	76051	(817) 442-0041
867	EJJJ's Classic Fare, Inc.	Ernest Raithe	1502 Sam Houston Ave	Huntsville	TX	77340	(936) 291-2500
870	Wookhan Investment, Inc.	Soonih Kim	7410 Preston Rd Ste 129	Frisco	TX	75034	(972) 712-4440
943	Shah & Dalal Investment Inc.	Hemant M. Dalal	2003 E Highway 114 Ste 380	Trophy Club	TX	76262	(817) 491-1818
955		Nghiep Nguyen	1560 Eldridge Pkwy Ste 174	Houston	TX	77077	(281) 759-8008
1006	Carroll & Moon, LLC	Myles Carroll	3050 S Hulens St Ste B	Fort Worth	TX	76109	(817) 731-4440
1010		Ferozali Momin	325 N Saint Paul St Ste C5	Dallas	TX	75201	(214) 572-7827
1033	RBUN, Inc.	Richard Bun	3363 Highway 6	Sugar Land	TX	77478	(281) 313-2100
1034	Noorani Enterprises Inc.	Pyarali Momin	2740 Broadway St Ste F	Pearland	TX	77581	(281) 485-2888
1035	Aburaj, Inc.	Hiren D Desai	3141 Fm 528	Friendswood	TX	77546	(281) 332-2200
1043		Esther Kim	650 W Bough Ln Ste 130	Houston	TX	77024	(713) 647-9966
1048	Sylvan I-30 Enterprises, Inc.	Saeed Mahboubi	1805 Sylvan Ave	Dallas	TX	75208	(214) 653-1300
1058	The Killingsworth Group	Joseph Killingsworth	4201 W Green Oaks Blvd Ste 330	Arlington	TX	76016	(817) 561-6688
1069	12132 Inc.	Seyed A Mousavizadeh	2323 Clear Lake City Blvd Ste 170	Houston	TX	77062	(281) 990-9860
1120	Matang Enterprises Inc.	Gagan Kumar	20323 Huebner Rd Ste 101	San Antonio	TX	78258	(210) 481-0469
1121	LAREDO RESTAURANTS, L.L.C.	Jose Vazquez	1408 E del Mar Blvd	Laredo	TX	78041	(956) 729-0066
1137	Jay Mata Corporation	Arvind Patel	5022 Highway 90a Ste B	Sugar Land	TX	77498	(281) 277-9080
1138	GodPeople Investment Group, LLC	Jonathan Kim	19859 Katy Fwy Ste D	Houston	TX	77094	(281) 578-3400
1153	T&S Rama, L.L.C.	Tejaskumar Patel	4267 Interstate 35 North	Lacy Lakeview	TX	76705	(254) 799-9300
1154	Mijolla, Inc.	Jose Antonio Saldana	8402 Broadway St	San Antonio	TX	78209	(210) 828-5088
1191	Zion LLC.	Rajamma Thomas	1200 McKinney St Ste 401	Houston	TX	77010	(713) 951-9425
1194	Ya - Ghani, Inc.	Navin Butt	720 N Harwood St	Dallas	TX	75201	(214) 871-1600
1210	KSA Group, LLC	Soniya Agrawal	1410 W Fairmont Pkwy	La Porte	TX	77571	(281) 867-1131
1211	KSA Group, LLC	Vikas Agrawal	4841 Fairmont Pkwy	Pasadena	TX	77505	(281) 991-6402
1242	B & W Enterprise, Inc.	Scott Whigham	11842 Bandera Rd	Helotes	TX	78023	(210) 695-1011
1313	Anil Food, Inc.	Yasmeen Panjwani	1201 Elm St Ste LL01	Dallas	TX	75270	(214) 747-2977
1349	12132 Inc.	Seyed A Mousavizadeh	12132 Sabo Rd Ste A	Houston	TX	77089	(281) 484-7020
1446	JTK Foods, Inc.	June Moon	1931 E Ben White Blvd Ste 100	Austin	TX	78741	(512) 462-2200
1477		Navnitkumar C. Patel	1308 W Pipeline Rd	Hurst	TX	76053	(817) 590-8085
1487	River Top Corporation	Ramneek Randhawa	2535 N State Highway 360	Grand Prairie	TX	75050	(817) 695-4999
1490	Atascocita Town Management Corp.	Simon Cheung	7072 Farm to Market 1960 E Ste 1	Humble	TX	77346	(281) 812-7175
1491	Damon & Alice, Inc.	Damon Chow	16744 Champion Forest Dr	Spring	TX	77379	(281) 374-7819
1520	AR Raquib Enterprises, Inc.	Mehrin Rupani	10228 Broadway St Ste 124	Pearland	TX	77584	(713) 436-5200
1529		Salem Tejani	2150 N Josey Ln Ste 122	Carrollton	TX	75006	(972) 446-2852
1591	Kavash International, Inc.	Bhavna Chowdhry	2903 Woodridge Dr Ste 140	Houston	TX	77087	(713) 641-0250
1619		Rajesh Bansal	3171 W Holcombe Blvd	Houston	TX	77025	(713) 661-3131
1620		Rajesh Bansal	4310 Westheimer Rd	Houston	TX	77027	(713) 961-5665
1738		John Daniel	3300 Western Center Blvd	Fort Worth	TX	76137	(817) 306-4337
1816	CDMQ INCORPORATED	Christopher Miller	572 East Central Expressway	Harker Heights	TX	76548	(254) 698-2141
1817	Toast Enterprises, Inc.	Rafiq Momin	12320 Barker Cypress Rd Ste 500	Cypress	TX	77429	(281) 246-1800
1941	Benedict Enterprises, Inc.	Fiji Benedict	171 N Denton Tap Rd Ste 500	Coppell	TX	75019	(972) 393-2323
1953	Caribbean Express, LLC	Candace Sailer	215 W Bandera Rd Ste 115	Boerne	TX	78006	(830) 249-1996
1990		Derrick Nguyen	532 Kingwood Dr	Kingwood	TX	77339	(281) 312-1121
1994	Fresh Food, Inc	Asif Maredia	8502 Main St Ste A	Houston	TX	77025	(832) 778-8014
2023	Singal Source, Inc.	Sachin Chowdhry	920 Studemont St Ste 100	Houston	TX	77007	(713) 880-1401
2027	BZ Foods, Inc.	Sobia Rashid	1029 Highway 6 N Ste 500	Houston	TX	77079	(281) 646-7480
2028	Chow Brothers II L.P.	Damon Chow	5535 Memorial Dr Ste D	Houston	TX	77007	(713) 457-0707
2034	EAT Ventures, Inc.	Richard Koch	2823 SW Pkwy Ste 100	Wichita Falls	TX	76308	(940) 692-0101
2098	HHT Enterprises LLC	Tejas Popat	132 E Southmore Ave	Pasadena	TX	77502	(713) 534-9400
2106	Lee Anderson Company	Bob Smith	2155 Highway 290 W	Brenham	TX	77833	(979) 421-9113
2152	HMMVS Enterprises, LLC	Manorama Trivedi	11339 Fountain Lake Dr	Stafford	TX	77477	(281) 277-2444
2181	Yushan Tong	Yushan Tong	5830 Highway 6	Missouri City	TX	77459	(281) 403-0222
2255	Mirabell Group Investments Inc	Paras Shrestha	11633 Harry Hines Blvd Ste 107	Dallas	TX	75229	(972) 484-3430
2283	NASA Fuel Inc	Shahab Hasan	2300 14th St Ste 135	Plano	TX	75074	(972) 633-5755
2362	Erant Enterprises LLC	Enrique Antunano Jr	603 Louis Henna Blvd Ste B120	Round Rock	TX	78664	(512) 248-2929
2365	JKim, Inc.	Joy Kim	1625 W Mockingbird Ln Ste 114	Dallas	TX	75235	(214) 630-4500
2405	Jovid, LLC	Alan D. Walter	2613 W Park Row Dr	Arlington	TX	76013	(817) 460-4898

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					State	Store Zip	Store Phone
2462	Acer Foods Corporation	Ranjit Patel	1008 W Hebron Pkwy Ste 102	Carrllton	TX	75010	(972) 939-0888
2476	Muvvala Group, Inc.	Gopal	3500 Preston Rd	Plano	TX	75093	(972) 758-0494
2478	LMQ Enterprises, Inc	Lee	4206 S Medford Dr	Lufkin	TX	75901	(936) 699-2289
2552	Shivsag, Inc.	Hema	7650 South Interstate 35 East	Corinth	TX	76210	(409) 321-0202
2630	Harvs Corp.	Jeffrey Scott	3620 Highway 365	Port Arthur	TX	77642	(949) 724-6505
2684	Singal Source, Inc.	Sachin	2002 Yale St	Houston	TX	77008	(713) 861-0188
2842	Vinkate Deli LLC	Katie	2674 South Gessner Road	Houston	TX	77042	(713) 334-5665
2846	R & V Investments, LLC	Ronald	2419 North St	Nacogdoches	TX	75965	(936) 564-7849
2863		Benjamin	1527 W State Highway 114 Ste 100	Grapevine	TX	76051	(817) 251-9191
2864	RSSM Angel INC	Saleem	1435 S Loop 288	Denton	TX	76205	(940) 382-7849
2965	KHUSH UK LLC	Kamal	360 East Farm to Market 3040	Lewisville	TX	75057	(214) 488-3344
3028	Jalaram Financial Corporation	Dipak T.	4679 State Highway 121 Ste 121	The Colony	TX	75056	(972) 370-5300
3051		Behzad	12218 Jones Rd Ste B	Houston	TX	77070	(281) 955-7498
3054	Mainstream Establishments, Inc.	Jerry	1440A Lake Woodlands Dr	The Woodlands	TX	77380	(281) 419-5968
3071	Super Subs, Inc.	Anil	4857 Sweetwater Blvd	Sugar Land	TX	77479	(281) 313-4242
3080	Nysa, Inc.	Yasmin	2838 Highway 6 S	Houston	TX	77082	(713) 474-1745
3081	Gulf Coast Subs, L.P.	Frank C	401B This Way St	Lake Jackson	TX	77566	(979) 297-9929
3222	SSE Deli, LLC	Suleiman	11255 Huebner Rd Ste 101	San Antonio	TX	78230	(210) 877-1800
3530		Natasha	1425 Gross Rd Ste 100	Mesquite	TX	75149	(972) 329-5553
3531	BIG AA, INC	Irfan	9540 Garland Rd Ste 407	Dallas	TX	75218	(214) 327-3400
3611	Texas D&D Partnership, LLC	Phi	13714 Northwest Fwy	Houston	TX	77040	(713) 996-0200
3729	GT Deli, Inc.	Ashwin	3775 College St	Beaumont	TX	77701	(409) 212-1457
3786	Sri Associates, LLC	Balasubramanyam	2021 Justin Rd Ste 240	Flower Mound	TX	75028	(972) 691-2733
4005	Stateline Enterprises, Inc.	Randall	4845 Texas Blvd	Texarkana	TX	75503	(903) 793-7849
4057	Holmes Restaurants, LLC	Suzan	4550 Eldorado Pkwy	McKinney	TX	75070	(972) 569-9499
4068		Shier Chen	110 North Main Street	Grapevine	TX	76051	(817) 481-2686
4114	Singal Source, Inc.	Sachin	1000 Main St	Houston	TX	77002	(713) 759-1900
4140		Barbara	693 S Main St	Lumberton	TX	77657	(409) 955-3777
4168		James	5231 Broadway St Ste 117	San Antonio	TX	78209	(210) 820-0111
4205		Akber	1203 North FM Loop 1604 West	San Antonio	TX	78258	(210) 764-7896
4346		Sanjay	101 Town Center Ln Ste 117	Keller	TX	76248	(817) 431-4041
4723	Rashwan, Inc.	Walid	102 E Belt Line Rd	Desoto	TX	75115	(972) 274-0507
4725	VLC Management, LLC	Vana	1202 Wildcat Dr	Portland	TX	78374	(361) 777-3200
4904	VESTA Foods, Inc.	Vaneet	4411 Lemmon Ave	Dallas	TX	75219	(214) 521-0808
4916	Gutierrez & Herrera Enterprises, Inc.	Noe	1338 N ED Carey Dr	Harlingen	TX	78550	(956) 412-2221
4960	SSE Deli, LLC	Suleiman	6408 Callaghan Rd	San Antonio	TX	78229	(210) 308-5525
4966	MNT Enterprises, Inc.	Mike	117 Interstate 30 West	Royse City	TX	75189	(972) 635-2567
5100	Mahi & Cousins, Inc	Yousuf	6560 Lake Worth Blvd Ste 100	Fort Worth	TX	76135	(817) 238-9360
5214	SN Food Operations Inc	Nikhil	2813 W Berry St	Fort Worth	TX	76109	(817) 926-5840
5362	Firoozi, LLC	Forouzandeh	3245 W Main St	Frisco	TX	75034	(972) 712-0065
5396	San Marin Restaurant Group, LLC	William	6829 S Padre Island Dr	Corpus Christi	TX	78412	(361) 992-7849
5397	Harlingen Sandwich, Inc.	Javier	2211 W Lincoln St	Harlingen	TX	78552	(956) 412-5151
5463	A.M. Petroleum, Inc.	Mohammad	3926 Ed Bluestein Blvd	Austin	TX	78721	(512) 929-9999
5846	Proudhorse Images, Inc.	Billy	111 W Debbie Ln Ste 105	Mansfield	TX	76063	(817) 453-4914
5961	HCJJ Group Inc.	Catherine	3620 Ranch Road 620 S	Bee Cave	TX	78738	(512) 263-1188
5969	Stateline Enterprises, Inc.	Randall	3517 Sowell Ln	Texarkana	TX	75501	(903) 838-1688
6111	La Hoya Enterprise Inc.	Joshua	18101 Preston Rd Ste 204A	Dallas	TX	75252	(972) 248-9600
6254	Enri Foods LLC	Enrique	801 West 38th Street Suite 110	Austin	TX	78705	(512) 419-9193
6346	Kairali Enterprises, LLC	JoJo	1400 N McColl Rd	McAllen	TX	78501	(956) 668-7878
6389	Dil & Yogi Inc.	Diip	2711 La Frontera Blvd Ste 320	Round Rock	TX	78681	(512) 310-2964
6420	DNA Horizons LLC	Alex	11301 Lakeline Blvd Ste 100 Bldg 4	Austin	TX	78717	(512) 331-5912
6434		Brenda	176 Strickland Dr	Orange	TX	77630	(409) 886-4681
6548	Mullan Nation LLC	Bradley	1545 E Belt Line Rd	Richardson	TX	75081	(214) 459-2050
6567		Kanayalal S.	690 Center Point Road Unit 215	San Marcos	TX	78666	(512) 392-7997
6666		Harlan	1107 San Pedro Ave	San Antonio	TX	78212	(210) 299-0200
6691	Foodlink Enterprises, Inc.	Zahir	8201 Cross Park Dr Ste B2	Austin	TX	78754	(512) 928-0044
6731	Karan Sanghera Inc	Gurtej	12822 W Interstate Highway 10 Ste 206	San Antonio	TX	78249	(210) 877-5300
6788	G.H.O.P. Investments, L.L.C.	Gladys	808 S Shary Rd Ste 6	Mission	TX	78572	(956) 581-0043
6856		Flavio	3001 Pablo Kisel Blvd Unit B	Brownsville	TX	78526	(956) 544-7827
6935	The Khalaf Group Limited Liability Company	Kamel	4220 W William Cannon Dr Ste 150	Austin	TX	78749	(512) 899-2311
6965	Blooming Ventures, LLC	Venkat	13021 Coit Road Unit 100	Dallas	TX	75240	(972) 866-6667
7103		Sheryl	14900 Avery Ranch Blvd Ste B700	Austin	TX	78717	(512) 238-7849
7202	Quad-Quest, LLC	Daniel	1920 N Zaragosa Rd Ste 114	El Paso	TX	79938	(915) 855-7277
7342	R & P Financial Group Inc.	Khadga	4164 N Central Expy	Dallas	TX	75204	(214) 824-3000
7503	Urmila Corporation	Jayesh V.	13343 N US Highway 183	Austin	TX	78750	(512) 219-8421
7506	D&R Bentley Management, L.L.C.	Ronald	640 Old San Antonio Rd Ste 2	Buda	TX	78610	(512) 295-1700

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
7593	One Q Sub, Inc.	Abdallah	Demachkie	3100 Grapevine Mills Pkwy Ste 101	Grapevine	TX 76051	(972) 874-7827
8129	C5M Enterprises, LLC	Mary	Edwards	6018 Fm 3009 Ste104	Schertz	TX 78154	(210) 657-4663
8639	Julian Family Holdings, LLC	Miriam	Julian	1504 W Expressway 83 Ste A	Weslaco	TX 78596	(956) 969-4500
8744	Akor LLC	Jacobo	Akle	208 N Stanton St	El Paso	TX 79901	(915) 313-0909
8810		Alfred	Latini	403 W University Dr Ste 104	Denton	TX 76201	(940) 566-9800
8843	RFR Investments LLC	Ricardo	Olivares	842 NW Loop 410 Ste 113	San Antonio	TX 78216	(210) 377-2400
8853	Bedford Subs, Inc.	Taylor	Asfar	505 N Industrial Blvd Ste 900	Bedford	TX 76021	(817) 868-7827
8875	Shreeji Enterprises, Inc	Trupti	Bambhroli	811 NE Alsbury Blvd Ste 625	Burleson	TX 76028	(817) 447-4000
9021	KS Development, LLC	Ken	Penn	1000 E 41st St Ste 235	Austin	TX 78751	(512) 371-5889
9031		Nalin	Patel	4345 S Expressway 77/83 Ste 300	Brownsville	TX 78520	(956) 350-8988
9037	Deven, Vivek & Arnav Enterprises Inc	Rupinder	Randhawa	9344 Jones Rd Ste O	Houston	TX 77065	(281) 894-0100
9075	ALR Restaurants, Inc.	Anita	Reyes	2420 Gessner Dr Ste A	Houston	TX 77080	(713) 932-7323
9087	Kavash International, Inc.	Bhavna	Chowdhry	2101 Smith St Ste 102	Houston	TX 77002	(713) 739-0400
9281		Andy	Ellsworth	8900 Viscount Blvd Ste D2	El Paso	TX 79925	(915) 313-9914
9325	HMMVS Enterprises, LLC	Manorama	Trivedi	19780 SW Freeway	Sugar Land	TX 77479	(832) 595-1700
9363		Theodore	Ernst	10455 Briar Forest Dr Ste 120	Houston	TX 77042	(713) 975-1333
9569		Joshua	George	1113 Commerce St	Houston	TX 77002	(713) 228-9000
9618	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1311 N 5th St	Waco	TX 76707	(254) 710-1721
9778	Carroll & Moon, LLC	Myles	Carroll	929 University Dr	Fort Worth	TX 76107	(817) 877-5600
9871		Alberto	Barajas	7305 San Dario Ave Ste 3	Laredo	TX 78045	(956) 725-7171
9940	Aramark Food and Support Services Group, Inc.	Jack	Wixted	2700 Bay Area Blvd	Houston	TX 77058	(281) 283-2650
9960		Oswaldo	Delgado	2409 Veterans Blvd Ste 3	Del Rio	TX 78840	(830) 768-0701
10032	HIBAH, Inc	Mohammed	Ahmed	392 N Sam Houston Pkwy E	Houston	TX 77060	(281) 999-3112
10083	HGD, LP	Gregory	Deters	6001 W Parmer Ln Ste 240	Austin	TX 78727	(512) 250-3600
10133	Cabco L.L.C.	Michael	Reis	3407 N 4th St Ste 106	Longview	TX 75605	(903) 663-0215
10142	Lowball Food Group, LLC	Michael	Lowe	11403 O'Connor Rd	San Antonio	TX 78233	(210) 637-5583
10151	T&C Concepts, Inc.	Timothy	Lantz	490 S State Highway 46	New Braunfels	TX 78130	(830) 626-3232
10291	HGD, LP	Gregory	Deters	696 Highway 71 W Ste 2E	Bastrop	TX 78602	(512) 321-7849
10320	Haw SP Corp	Heather	Wiseman	2101 West Washington Ste 115	Stephenville	TX 76401	(254) 965-9652
10574	NWCB Hunt LLC	Brian	Hunt	4712 Woodrow Bean Dr	El Paso	TX 79924	(915) 755-7849
10602	B&R Interests, LLC	Brandi	Statusum	2009 Highway 146 BYP	Liberty	TX 77575	(936) 334-0618
10625		Matilde	Martinez	1005 Nolana St	McAllen	TX 78504	(956) 683-7849
10668	Kochi Management Group LLC	Antony	Mathew	2107 W Trenton Rd	Edinburg	TX 78539	(956) 686-8000
10747	Texnos Foods LLC	Ronald	Schrank	3200 Andrews Hwy Ste 200	Midland	TX 79701	(432) 699-7849
10754	Laredo Restaurants, L.L.C.	Jose	Vazquez	2019 NE Bob Bullock Loop Ste C-300	Laredo	TX 78045	(956) 728-7900
10795	Rasabs, Inc.	Bilkis	Pathan	811 Rusk St Ste 120	Houston	TX 77002	(713) 227-7702
10799	Dozer Pet Projects LLC	Mike	Guillory	3203 Freedom Blvd Ste 100	Bryan	TX 77802	(979) 776-5700
11012	Mai Pham and Khiem Nguyen LLC	Mai	Pham	4396 Dfw Tpke Ste 107	Dallas	TX 75211	(214) 337-4274
11068	Fikes Wholesale, Inc.	James	Fikes	4011 E Stan Schlueter Loop	Killeen	TX 76542	(254) 680-3300
11069	Fikes Wholesale, Inc.	James	Fikes	2016 S 1st St	Temple	TX 76504	(254) 742-2032
11092	Jazz Corporation	Adalira	Lopez	2705 61st St Ste H	Galveston	TX 77551	(409) 740-3616
11126	Top Toasted, LLC	Wayne	Kinningham	10701B W Bellfort Ave Ste 110	Houston	TX 77099	(281) 564-7827
11208	Petroleum Wholesale Limited Partnership	John	Cook	14425 I-10 East Exit 593	Schertz	TX 78154	(210) 659-4682
11262	Aramark Food and Support Services Group, Inc.	Jack	Wixted	2501 4th Ave	Canyon	TX 79016	(806) 651-2888
11354	JAD Ventures, LLC	Bernadette	Jorda-Bondoc	824 West Stacy Road Unit 100	Allen	TX 75013	(972) 678-0506
11520	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Lowman Center	Huntsville	TX 77340	(936) 294-1931
11522	Aramark Food and Support Services Group, Inc.	Jack	Wixted	3410 Taft Blvd Unit 23	Wichita Falls	TX 76308	(940) 397-4203
11526	Aramark Food and Support Services Group, Inc.	Jack	Wixted	216 McGlothlin Campus Center	Abilene	TX 79699	(325) 674-2107
11627	Simi & Navi Enterprises INC	Ela	Randhawa	1998 Katy Mills Blvd	Katy	TX 77494	(281) 693-4990
11672		Jose	Martinez	5601 S Padre Island Dr Ste B	Corpus Christi	TX 78412	(361) 991-2522
11766	SFC HOOAH Enterprises, LLC	Jeffrey	McGinnis	5220 S State Highway 360 Ste 160	Grand Prairie	TX 75052	(972) 623-1818
11919	LRS Partners, LLC	Norita	Swindle	355 W 3rd St	Fort Worth	TX 76102	(817) 885-7571
12052	Yangs Group, LLC	Ping	Huang	5530 W Grand Pkwy S Ste 300	Richmond	TX 77406	(281) 599-0778
12062		Faisal	Memon	5949 Broadway Blvd Ste 150	Garland	TX 75043	(214) 703-9099
12070	JKim II Inc	Joy	Kim	2464 Lacy Ln Unit 106	Carrollton	TX 75006	(972) 406-0007
12091		Ali	Zarroug	14113 Trinity Blvd Unit 229	Fort Worth	TX 76155	(817) 545-7666
12132	Host International, Inc.	Jon	Stentz	3002 Heritage Way	Harlingen	TX 78550	(956) 430-8670
12147	South Plains Q-Subs, Inc.	Randall	Reed	2312 19th St Ste 100	Lubbock	TX 79401	(806) 771-7827
12168	Shiv Devine Inc	Minarkumar	Bhavsar	8251 N Belt Line Rd	Irving	TX 75063	(972) 929-0404
12238		Vael	Suleiman	5203 Eisenhower Rd Ste 106	San Antonio	TX 78218	(210) 653-1725
12325	Rangel-MRM, LLC	Gabriel	Rangel II	7670 Katy Fwy Ste 120	Houston	TX 77024	(713) 688-9000
12331	Kavash International, Inc.	Bhavna	Chowdhry	1801 Durham Dr Ste 7	Houston	TX 77007	(713) 864-6200
12338	ADCASMAN, L.L.C.	Adriana	Cantu	2307 E Griffin Pkwy Ste C	Mission	TX 78572	(956) 581-8989
12414	Aramark Food and Support Services Group, Inc.	Jack	Wixted	3909 Graustark St	Houston	TX 77006	(713) 525-3873
12457	Lucky Dog Ventures, INC.	Alfred	Latini	1102 Ferris Ave	Waxahachie	TX 75165	(972) 937-6343
12496	Texas Tech University	Kirk	Rodriguez	Texas Tech University	Lubbock	TX 79409	(806) 742-4150

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
12498	Texas Tech University	Kirk Rodriguez	Student Union Building Unit 238	Lubbock	TX	79409	(806) 742-1222
12575	Gugo Food Group Ltd. Co.	Nora Gonzalez	965 N Resler Dr Ste 108	El Paso	TX	79912	(915) 842-8324
12629		Andy Ellsworth	1320 N Zaragoza Rd Ste 119	El Paso	TX	79936	(915) 858-1553
12683		JoJo Thomas	2500 S Bicentennial Blvd	McAllen	TX	78503	(956) 686-5098
12688	Classic Star Group, LP	Mustaq Ali	22510 US Highway 59 SB	Porter	TX	77365	(281) 577-0167
12897	Aramark Food and Support Services Group, Inc.	Jack Wixted	1001 Avenida de las Americas	Houston	TX	77010	(713) 853-8166
12929	Aramark Food and Support Services Group, Inc.	Jack Wixted	8701 Kirby Dr	Houston	TX	77054	(832) 667-2515
12931	Aramark Food and Support Services Group, Inc.	Jack Wixted	8701 Kirby Dr	Houston	TX	77054	(832) 667-2515
12932	Aramark Food and Support Services Group, Inc.	Jack Wixted	8701 Kirby Dr	Houston	TX	77054	(832) 667-2515
12933	Aramark Food and Support Services Group, Inc.	Jack Wixted	8701 Kirby Dr	Houston	TX	77054	(832) 667-2515
12934	Aramark Food and Support Services Group, Inc.	Jack Wixted	1001 Avenida de las Americas	Houston	TX	77010	(281) 831-1724
12990	Fresquez Concessions, Inc.	Charles Fresquez	6701 Convair Rd Ste Y	El Paso	TX	79925	(915) 779-7900
13067	Crown Retail Business Corporation	Moez Dhuka	13050 FM 529 Rd	Houston	TX	77041	(713) 896-7580
13074		Diana Garza	501 W Viggie St	Hebbronville	TX	78361	(361) 527-2000
13079		Thomas Gary	1304 Junction Hwy Ste 1100	Kerrville	TX	78028	(830) 257-7849
13105	Bonus Victus LLC	Marcus Cohn	25114 Grogans Mill Rd Ste A	Spring	TX	77380	(281) 298-8229
13117	TRISHULPINC.	Chandra Pandey	280 Legacy Parkway, Suite 200	Plano	TX	75023	(972) 575-8700
13171	Shree Loma, Inc	Bharat Golwala	445 E FM 1382 Ste 7	Cedar Hill	TX	75104	(972) 293-0700
13198	Crown Retail Business Corporation	Moez Dhuka	10920 W Little York Rd	Houston	TX	77041	(713) 937-6154
13253	Living H2O, LLC	Scott Mckee	8586 Westheimer Rd	Houston	TX	77063	(713) 789-8500
13290		William Parkinson	1209 N Saginaw Blvd Ste E	Saginaw	TX	76179	(817) 232-2474
13346	Great Franchise Investments LLC	Omar Medina	6900B Southwest Fwy	Houston	TX	77074	(713) 266-2180
13353		Ryne Silva	10971 Northwst Fwy	Houston	TX	77092	(713) 957-0700
13404	Sam and Bethala Subs I LLC	Samatha Gera	902 W Montgomery St Ste C	Willis	TX	77378	(936) 890-1205
13482	Blue Note Enterprises, Limited Liability Company	Joselyn Morrison	6531 FM 78 Ste 102	San Antonio	TX	78244	(210) 666-6500
13568	Compass Group USA, Inc.	Mike Brandon	500 W 4th St	Odessa	TX	79761	(432) 640-1140
13570		Vikas Agrawal	5805 E Sam Houston Pkwy N Ste H	Houston	TX	77049	(281) 458-9696
13577	C & K Brothers, LLC	Chris Hale	6305 Precinct Line Rd Ste 300	North Richland Hills	TX	76180	(817) 605-9893
13662		Jose Garcia	1125 W Fm 544 Ste 800	Wylie	TX	75098	(972) 429-1938
13837		Todd Molander	6875 Fm 1488 Rd Unit 400	Magnolia	TX	77354	(281) 259-0474
13897		William Parkinson	750 Alta Mere Dr Ste 200	Fort Worth	TX	76116	(817) 763-9229
	60 Progressive Dining Group, LLC	Jed Archibald	1730 N Main St	Logan	UT	84341	(435) 755-8545
	572 Sean, L.L.C.	Kwang Kim	902 N State St	Orem	UT	84057	(801) 426-4900
	576 LDS Restaurants LLC	Erik Stromness	1785 S 4130 W	Salt Lake City	UT	84104	(801) 973-6300
	1082 Richard L. Miller Enterprises, Inc.	Richard Miller	2410 W Main St	Tremonton	UT	84337	(435) 257-2832
	1547 FLAAARAA Co, LLC	Farrell Newland	140 N Main St Ste A	Kaysville	UT	84037	(801) 497-0068
	1785 MBS Partners, LLC	Malcolm Smith	903 S Main St Ste A	Brigham City	UT	84302	(435) 723-4900
	1860 L & D Brassfield, LLC	Laurence Brassfield	148 S Pleasant Grove Blvd Ste 120	Pleasant Grove	UT	84062	(801) 785-2238
	2160 Elle of Park City, LLC	Sandra Gillman	1675 W Redstone Center Drive #155	Park City	UT	84098	(435) 575-0213
	2161 Elle of Park City, LLC	Sandra Gillman	1700 Park Ave #102	Park City	UT	84060	(435) 615-9339
	2639 DC Charter Pointe Capital, LLC	Duncan Miles	1320 Swaner Rd Ste A	Salt Lake City	UT	84104	(801) 746-1255
	2683 Best1Step Investments, LLC	Ben Staples	5293 S State St	Murray	UT	84107	(801) 747-3377
	2931 KZ Hots Inc.	Steve Dunn	356 Meadow Lane Ste D15	American Fork	UT	84003	(801) 492-2805
	6273 GC Restaurant Company, LLC	Clark Moyle	13551 S 200 W	Draper	UT	84020	(801) 545-0921
	6775 Zabrozo Enterprises, L.L.C.	Enrique Alvarez	663 West Market Place Drive	Centerville	UT	84014	(801) 298-7849
	10231 Host International, Inc.	Jon Stentz	776 N Terminal Dr	Salt Lake City	UT	84122	(801) 575-2667
	10268 KZ Hots, Inc.	Steve Dunn	30 E Broadway Ste 103	Salt Lake City	UT	84111	(801) 328-4946
	10514	Eva Jo Mitchell	1167 S State St	Orem	UT	84097	(801) 655-0775
	10544 Host International, Inc.	Jon Stentz	Terminal 1 Concourse A	Salt Lake City	UT	84122	(801) 575-2622
	10647 L & F Management, Inc.	Farrell Newland	2993 S 5600 W Unit B	West Valley	UT	84120	(801) 967-5592
	11956 Dulie Management, Inc.	Julie Coles	11428 S District Dr Unit 300	South Jordan	UT	84095	(801) 878-8456
	12115 NHN Investments, LLC	Farrell Newland	1129 E Highway 132	Nephi	UT	84648	(435) 623-0455
	12175 L & F Management, Inc.	Farrell Newland	420 N Redwood Rd Unit A	North Salt Lake	UT	84054	(801) 294-3384
	12762 Jones Eateries, Inc.	Steven Jones	1147 West Highway 40	Vernal	UT	84078	(435) 789-4800
	13246 Dulie Management, Inc.	Julie Coles	1930 E 9400 S Ste 208	Sandy	UT	84093	(801) 495-9015
	13323 DREAM ENTERPRISES, INC.	Patrick Dickerson	936 N Main St Ste C	Layton	UT	84041	(801) 593-0303
	13449 CSQ1, LLC	Shane Nishikawa	1143 Washington Blvd Ste 3	Ogden	UT	84404	(801) 781-2354
	13622 CGB Services, L.L.C.	Travis Gardner	7178 Union Park Ave	Midvale	UT	84047	(801) 561-5151
	13666 White Mountain Ventures, LLC	Mary Whitehouse	4538 Highland Dr	Salt Lake City	UT	84117	(801) 274-1299
	515	Yvette Dickman	1215 Jefferson Davis Hwy Ste 109	Arlington	VA	22202	(703) 415-0900
	825 Happy Meal, Inc.	Jin Young Sung	707 E Main St Ste 120	Richmond	VA	23219	(804) 649-7800
	1633 GPL, Inc.	Glenn Lavinder	40 Spradlin Farm Dr	Christiansburg	VA	24073	(540) 381-4750
	1703 Farrzo, Inc.	Max Farr	10340 Main St	Fairfax	VA	22030	(703) 934-4005
	1775	Justin Kim	14260- H Centreville Square	Centreville	VA	20121	(703) 266-4403
	1777 Reza and Ali, Inc	Abdoleza Hessamfar	2231 Crystal Dr Ste Quiz	Arlington	VA	22202	(703) 271-9100
	2002 Seven Seas Enterprise, LLC	Suchita Mehta	11419 Midlothian Tpke	Richmond	VA	23235	(804) 897-9000

Store #	Franchisee Company Name (if applicable)	Franchisee Contact		Store Address	Store City	Store		
						State	Store Zip	Store Phone
2018		Angrez	Singh	2201 Wilson Blvd	Arlington	VA	22201	(703) 248-8888
2099		Mohammad	Miah	4201 Wilson Blvd Ste 130	Arlington	VA	22203	(703) 875-9700
2360		Mohammed	Alam	6430 Brandon Ave	Springfield	VA	22150	(703) 569-7511
2361	KBS. Q. Inc.	Kap	Sim	320 Maple Ave W	Vienna	VA	22180	(703) 242-9102
2381	Seju Investment Corporation	Angrez	Singh	1735 North Lynn St	Arlington	VA	22209	(703) 875-0670
2468		Ashwin	Patel	2954 Prince William Pkwy	Woodbridge	VA	22192	(703) 680-0660
2486	Big Belly, Inc.	Joseph	Jeon	14401 Chantilly Crossing Ln	Chantilly	VA	20151	(703) 263-9101
2528	Chirag, Inc.	Reshma	Patel	4608 Kenmore Ave	Alexandria	VA	22304	(703) 370-1241
2557		Kaminiben	Amin	1511 N Parham Rd	Richmond	VA	23229	(804) 281-7827
2647		Mohammed R.	Islam	7770F Richmond Hwy	Alexandria	VA	22306	(703) 780-7801
2873	G.P.L., Inc.	Glenn	Lavinder	3260 Electric Rd	Roanoke	VA	24018	(540) 774-8222
3046	Wadaho, Inc.	Lee	Yi	9123 Lee Hwy	Fairfax	VA	22031	(703) 752-2179
3087	Q Two, Inc	Max	Farr	2837 Gallows Rd	Falls Church	VA	22042	(703) 204-9696
3095		Young	Ko	2700 Potomac Mills Cir Ste 401	Woodbridge	VA	22192	(703) 497-5200
3197	Bengal Kabab, Inc.	Shihab Uddin	Ahmed	20070 Ashbrook Pl	Ashburn	VA	20147	(703) 723-8001
3261	TZA, Inc	Ziaur	Rahman	21800 Towncenter Plz	Sterling	VA	20164	(703) 433-9970
3271	ANSH, INC.	Anilkumar	Patel	2217 Tacketts Mill Dr	Woodbridge	VA	22192	(703) 490-3888
3272		Tae-Chon	Kim	7042 Columbia Pike	Annandale	VA	22003	(703) 750-1423
3297		Geon	Park	3556B S Jefferson St	Falls Church	VA	22041	(703) 820-0555
3339	SAADI & SIMMI, Inc.	Mohammed	Iqbal	1067 W Broad St	Falls Church	VA	22046	(703) 241-4177
3356		Subhash O.	Butala	364 Garrisonville Rd Ste 101	Stafford	VA	22554	(540) 658-9991
3377	SARA VENTURES LLC	Satyanarayana	Arabandi	525J E Market St	Leesburg	VA	20176	(703) 443-0488
3452	MAKM, Inc	Mohammed	Mollah	11725 Lee Hwy	Fairfax	VA	22030	(703) 267-6123
3496	SASA Enterprises Inc.	Amaranatha	Chandagari	13661 Lee Jackson Memorial Hwy	Chantilly	VA	20151	(703) 817-1244
3626	Ansh, Inc.	Anilkumar	Patel	12528 Dillingham Sq	Lake Ridge	VA	22192	(703) 590-7940
3630	Mayuri Foods, LLC	Ramesh	Annamreddy	1015 Edwards Ferry Rd NE	Leesburg	VA	20176	(703) 779-2600
3730	Gax Inc.	George	Xeloures Jr	1101 Emmet St N	Charlottesville	VA	22903	(434) 296-8000
3875	Pooneh, Inc.	Behzad	Bahadoran	4001 Virginia Beach Blvd Ste 110	Virginia Beach	VA	23452	(757) 963-1400
4119	New Core, LLC	Jamie	Shin	617 Post St	Herndon	VA	20170	(703) 435-7827
4150	U I W Inc	Syed	Ali	37 Burgess Rd	Harrisonburg	VA	22801	(540) 432-1302
4233	Song & Kim, Inc.	Eunsaing	Kim	9853 Brook Road	Glen Allen	VA	23060	(804) 261-5450
4249	RMT Enterprises, Inc.	Raju	Mundackal	7543 Somerset Crossing Dr	Gainesville	VA	20155	(703) 753-0999
4250		Lance	Choi	8971 Ox Rd Ste 160	Lorton	VA	22079	(703) 493-9090
4257	ANGK, Inc.	Govindbhai	Patel	10412 Courthouse Rd	Spotsylvania	VA	22553	(540) 710-7227
4470	Yoo Kim Corporation	Mi	Pregel	4808 Courthouse St	Williamsburg	VA	23188	(757) 229-7849
5254	Seven Hills Subs, LLC	Harry G.	Lawson	18013 Forest Rd Ste A1	Forest	VA	24551	(434) 316-0001
5344	LGD Investments, LLC	David	Nekoumand	2476 Nimmo Pkwy Ste 124	Virginia Beach	VA	23456	(757) 430-7827
5354	The LG Group Inc.	Amrit	Lidder	1956 Abbey Rd	Charlottesville	VA	22911	(434) 977-7827
5464	SNS Brothers, Inc.	Jaspinder	Singh	11736 W Broad St Ste 102	Richmond	VA	23233	(804) 364-0199
5638	Alam's Inc.	Mohammed	Alam	512 S Van Dorn St Ste E	Alexandria	VA	22304	(703) 370-7070
5892	Fairfax Global, Inc	Sheshagirirao N.	Mallepally	3215 Duke St	Alexandria	VA	22314	(703) 778-7670
5913	Kang's Sub City, Inc.	Young Woo	Kang	3063 Centreville Rd Unit C	Herndon	VA	20171	(703) 481-6009
6025	GPL, Inc	Glenn	Lavinder	1441 West Main Street	Salem	VA	24153	(540) 375-4845
6179	Jeni & Euni, Inc.	Ae	Lee	1555 Wilson Blvd Lbby 1	Rosslyn	VA	22209	(703) 248-9585
6317	Low Moor Trading Co., LLC	Gary	Pillow	204 Westvaco Rd	Low Moor	VA	24457	(540) 862-7827
6342	Universal Enterprise, LLC	Nasser	Rashidi	11307A Polo Place	Midlothian	VA	23113	(804) 378-8790
6488	EMON, Inc.	Laden	Sheynian	1309 Fordham Drive Unit 106	Virginia Beach	VA	23464	(757) 420-0332
6512		Harsha	Patel	14120 Hull Street Rd	Chesterfield	VA	23832	(804) 639-0929
6661		Mihn-Hwan	Oh	6555 Frontier Dr	Springfield	VA	22150	(703) 971-0263
6689	LAITH 96, Inc.	Nikki	Bartlett	6102 Brashier Blvd Ste F	Mechanicsville	VA	23111	(804) 559-1693
7048		Art	Ghanbari	2728 North Mall Drive Unit 104	Virginia Beach	VA	23452	(757) 340-4400
7060	Quad Corp.	Rhonda	Brabham	1630 General Booth Boulevard	Virginia Beach	VA	23454	(757) 721-2242
7092		Marion	Sadler	932 W Atlantic St	Emporia	VA	23847	(434) 348-7827
7256	Z-1 Investments INC.	Nason	Zia	1203 E Main St	Richmond	VA	23219	(804) 344-1500
7311	GMH, Inc.	Yong Song	Yun	17173 Wayside Dr	Dumfries	VA	22026	(703) 221-7766
7485	Seven Seas Enterprise, LLC	Suchita	Mehta	10210 Staples Mill Road	Glen Allen	VA	23060	(804) 756-0151
7541	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1200 Webb Center	Norfolk	VA	23529	(757) 683-6331
7664	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1 Gooch Lane	Williamsburg	VA	23186	(757) 221-7659
7729	Rudd & Rudd, LLC	Pettus	Rudd	2883 Highway Nine O Three	Bracey	VA	23919	(434) 689-5000
7909	TNT Associates, LLC	Ashley	Turner	45 Marketplace Dr Ste 104	Rocky Mount	VA	24151	(540) 489-8081
7962	Fazdin's Inc.	Mehboob	Fazlani	458 Charles H Dimmock Pkwy Ste 2	Colonial Heights	VA	23834	(804) 524-0220
8024	Sodexo Management, Inc.	John	Nappier	401 Dulany St	Alexandria	VA	22314	(703) 535-1584
8609	Nipin, LLC	Nipesh	Patel	9101-600 Midlothian Tpk Ste A4	Richmond	VA	23235	(804) 272-7744
8667		Lakhvinder	Sidhu	4239 Holland Rd Ste 728	Virginia Beach	VA	23452	(757) 495-6001
9101	The Pantry, Inc.	Wayne	Cox	9181 U S Highway 29	Blairs	VA	24527	(434) 836-0495
9294	Ryu Jane, LLC	Jin	Ryu	123 Hill Carter Pkwy	Ashland	VA	23005	(804) 752-8400

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9305	Toastylicious, LLC	Budi Purwanto	3434 Washington Blvd Unit P	Arlington	VA	22201	(703) 812-3888
9403		Alireza Hazraty	2310 Woodland Crossing Dr Ste H	Herndon	VA	20171	(703) 787-9775
9415	GPL, Inc.	Glenn Lavinder	725 University City Blvd	Blacksburg	VA	24060	(540) 552-5500
9500	Ranjer Foods LC	Randall Tabor	Fechtelor Rd	Norfolk	VA	23505	(757) 440-4142
9577	WHYH, Inc.	Weon Lee	15525 Warwick Blvd Ste 115	Newport News	VA	23608	(757) 369-2423
9605	Motta Enterprises, L.L.C.	Leonardo Motta	648 Grassfield Pkwy Ste 6	Chesapeake	VA	23322	(757) 436-7777
9701	Tonyburg, LLC	Behzad Ghaffari	6618 Mooretown Rd Ste D	Williamsburg	VA	23188	(757) 259-7849
9746	Aramark Food and Support Services Group, Inc.	Jack Wixted	1111 W Broad St Ste A	Richmond	VA	23284	(804) 827-2235
9957		Tony Kang	2010 Coliseum Dr	Hampton	VA	23666	(757) 838-8038
9972	MHQ, INC.	Mohammad Hessamfar	141 Hillcrest Pkwy Ste 100	Chesapeake	VA	23322	(757) 432-1906
10294	EMON, Inc.	Laden Sheynian	5824 Northampton Blvd Ste 104	Virginia Beach	VA	23455	(757) 460-2270
10381		Moustafa Soliman	1403 Tyler Ave	Radford	VA	24141	(540) 639-4100
10419	CK Bread Company, Inc.	Kabsook Choi	620 Stoney Creek Ln Ste 22	Newport News	VA	23608	(757) 989-8912
10462		Frank Salabarria	1611 Midway Rd	Norfolk	VA	23521	(757) 351-0432
10486	W.E.M.J., Inc.	Willie Smith	1120 East Atlantic Street	South Hills	VA	23950	(434) 757-7827
10535	Ranjer Foods LLC	Randall Tabor	5650 Virginia Beach Blvd Ste 106	Virginia Beach	VA	23462	(757) 490-9077
11518	Aramark Food and Support Services Group, Inc.	Jack Wixted	190 Blue Stone Drive	Harrisonburg	VA	22807	(540) 568-3922
11531	Aramark Food and Support Services Group, Inc.	Jack Wixted	301 VMI Parade	Lexington	VA	24450	(540) 464-7681
12981	Alam's, Inc.	Mohammed Alam	9433 Lorton Market St	Lorton	VA	22079	(703) 337-4660
13110	Nikita Subs Inc.	Kaminiben Amin	8906 W Broad St Ste B	Richmond	VA	23294	(804) 440-3766
13212	Am&Bub Ventures LLC	Charles Davis	1672 Carl D Silver Pkwy	Fredericksburg	VA	22401	(540) 785-7849
13269		Jennifer Myers	1983 H St W313	Norfolk	VA	23511	(757) 222-0516
13348		Nimesh Bhagat	1850 Apple Blossom Dr	Winchester	VA	22601	(540) 665-1055
13627		Yvette Dickman	9534 Old Keene Mill Rd	Burke	VA	22015	(703) 440-3627
13640	D&A II, L.L.C.	A.C. Miller	4902 Hampton Blvd	Norfolk	VA	23508	(757) 489-0352
13860		Jennifer Myers	NS Norfolk W313	Norfolk	VA	23511	(757) 438-5221
5671	Classic Subs of Vermont, Inc.	Thomas Lynch	166 Sycamore St Ste 190	Williston	VT	05495	(802) 872-0101
5732	BM Kirkpatrick Enterprises, Inc.	Brian Kirkpatrick	1208 Williston Rd	South Burlington	VT	05403	(802) 862-7849
6551		Scott R Jacobs	1335 Shelburne Road	South Burlington	VT	05403	(802) 864-0800
9022	BM Kirkpatrick Enterprises, Inc.	Brian Kirkpatrick	155 Dorset St	South Burlington	VT	05403	(802) 651-4008
9629	D. Cross Foods, Inc	David Cross	2 Carmichael St	Essex Junction	VT	05452	(802) 879-1009
10125	Beneva Corp.	Elizabeth Kane	46 Main St Suite 120	Winooski	VT	05404	(802) 655-6100
78	Rajsons, Inc.	Sudeep Diwan	385 Strander Blvd	Tukwila	WA	98188	(206) 575-0993
81	Two Subs, Inc.	Philip Barber	650 228th Ave NE	Sammamish	WA	98074	(425) 898-9047
148		Chul Kyu Kim	210 SW 43rd St	Renton	WA	98055	(425) 251-5458
158	3KD, Inc.	Dan Korte	1102 N Columbia Center Blvd	Kennewick	WA	99336	(509) 783-4950
164	R & D Q's, Inc.	Young Sun Park	3000 184th St SW	Lynnwood	WA	98037	(425) 775-6882
172		Louie Kang	233 Bellevue Way NE	Bellevue	WA	98004	(425) 462-5602
251	DASMESH Enterprises Inc.	Sandeep Singh	3500 S Meridian Ste F8	Puyallup	WA	98373	(253) 848-7299
397	3KD, Inc.	Dan Korte	950 George Washington Way	Richland	WA	99352	(509) 946-0520
400	DEB-TRON, INC.	Tirath Bassi	4210 Meridian St Ste 102	Bellingham	WA	98226	(360) 714-9408
438	Miles Management, Inc.	Kenneth Miles	3107 W Kennewick Ave	Kennewick	WA	99336	(509) 374-9494
475	Stejun Investment, Inc.	Jung Hwang	11611 NE 195th St	Bothell	WA	98011	(425) 424-2405
482		Anita Nayyar	823 3rd Ave	Seattle	WA	98104	(206) 652-9500
542		Youn Jae Chung	700 5th Ave Ste 602	Seattle	WA	98104	(206) 381-5999
653	Miles Management, Inc.	Kenneth Miles	8530 W Gage Blvd	Kennewick	WA	99336	(509) 736-5315
722	YJYC Inc	Yun Choe	1427 228th St SE Ste D1	Bothell	WA	98021	(425) 424-0055
756		Michael Clapper	7 W Alder St	Walla Walla	WA	99362	(509) 526-4314
761	Sommerfield Enterprises, Inc.	Howard Mahan	905 S Grand Blvd	Spokane	WA	99202	(509) 835-3700
826	Viriyincy LLC	Sanga Viriyincy	4710 NE 4th St Unit C104	Renton	WA	98059	(425) 204-8580
911	Ascension Investments LLC	Namita Chandel	16241 Redmond Way Ste 102	Redmond	WA	98052	(425) 558-5563
944	RSDJ Enterprises, LLC	Robert Hansen	933 N Stratford Rd Ste D	Moses Lake	WA	98837	(509) 766-7827
953	JJM, LLC	John Martello	500 108th Ave NE	Bellevue	WA	98004	(425) 709-6847
1037	JCQ, LLC	Clara Ling	12816 SE 38th St	Bellevue	WA	98006	(425) 747-7502
1064	Sandhu & Associates, Inc.	Rajinder Sandhu	1040 S Burlington Blvd	Burlington	WA	98233	(360) 707-2020
1070	DJ Park LLC	Charles Park	2020 Maltby Rd Ste 4	Bothell	WA	98021	(425) 483-5152
1144	JAMA Corp	Hoonchul Jung	1523 132nd St SE Ste C	Everett	WA	98208	(425) 379-0208
1149	Kish, Inc.	Nasrin AminMansour	3719 88th St NE Ste B	Marysville	WA	98270	(360) 657-4263
1187	Mohi III Corporation, Inc.	Kiranjit Brar	6105 N Division St	Spokane	WA	99208	(509) 489-5511
1202	Khaira Enterprises, Ltd.	Parmjit Khaira	901 Auburn Way N	Auburn	WA	98002	(253) 333-2823
1333		Vikrant Chauhan	4028 196th St SW	Lynnwood	WA	98036	(425) 672-8100
1452		Maninder Cheema	16500 SE 15th St Unit 140	Vancouver	WA	98683	(360) 882-7300
1493	Mohi Corporation, Inc.	Kiranjit Brar	1235 N Liberty Lake Rd Ste 109	Liberty Lake	WA	99019	(509) 928-4121
1552	Rajsons Inc.	Sudeep Diwan	15623 1st Ave S Ste 1552	Burien	WA	98148	(206) 204-0993
1553		Kamal Jit Kaur	7205 Old Highway 99 Southeast	Tumwater	WA	98501	(360) 357-6117
1623	Battle Ground Subs Inc	Rhonda Thorsen	11 Northwest 12th Avenue	Battle Ground	WA	98604	(360) 687-0166

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
1655	Ishwar Group L.L.C.	Meenakshi Anand	25625 104th Ave SE	Kent	WA	98030	(253) 520-4002
1663	Caldwell & Company, Inc.	Robert Caldwell	1888 SE Sedgwick Rd Ste 103	Port Orchard	WA	98366	(360) 874-9612
1757	Miles Management	Kenneth Miles	2735 W Court St Ste F	Pasco	WA	99301	(509) 543-3737
2040	Rajdeep LLC	Rajinder Pooni	106 SW Campus Dr	Federal Way	WA	98023	(253) 661-5648
2043	TM Northgate Inc.	Minh Le	300 NE Northgate Way	Seattle	WA	98125	(206) 306-8811
2044	Two Subs, Inc.	Philip Barber	2022 148th Ave NE	Redmond	WA	98052	(425) 274-0480
2209	Shamez	Rajan	18404 120th Ave NE Ste 102	Bothell	WA	98011	(425) 487-3044
2418	J & G Enterprises I, Inc.	Tirath Bassi	2925 New Market St	Bellingham	WA	98226	(360) 756-9127
2422	Sasot, Inc.	Saravjit Sandhu	3602 6th Ave Ste 101	Tacoma	WA	98406	(253) 761-4044
2440	Battle Ground Subs Inc.	Tim Thorsen	1217 NE 99th St Ste 103	Vancouver	WA	98665	(360) 546-5396
2473	K & M Enterprise, LLC	Amyn Muhammedi	6150 E Lake Sammamish Pkwy SE Ste C	Issaquah	WA	98029	(425) 313-1500
2709	Nan Yen	Wong	6920 Coal Creek Pkwy SE	Newcastle	WA	98059	(425) 649-8887
2739	Harry	Nomoto	1100 NE 45th St Ste 100	Seattle	WA	98105	(206) 675-0077
2889	Satnam	Kaur	2505 S 38th St Ste A104	Tacoma	WA	98409	(253) 471-9900
3077	Sunny Battu Inc.	Manjinder Singh	21100 84th Ave S Ste 101	Kent	WA	98032	(253) 395-9777
3094	Pataria, Inc.	Bharwinder Singh	305 SE Chkalov Dr Ste 107	Vancouver	WA	98683	(360) 885-0021
3116		Kamal Jit Kaur	10116 Bridgeport Way SW	Lakewood	WA	98499	(253) 983-5034
3122	Caldwell & Company, Inc.	Robert Caldwell	7058 State Highway 303 NE Ste B	Bremerton	WA	98311	(360) 698-7210
3280	Nisha	Dhermy	1401 Marvin Rd NE Ste 306	Lacey	WA	98516	(360) 455-1265
3287	SAI FOODS LLC	Nipun Prashar	1330 164th St SW Ste 502	Lynnwood	WA	98087	(425) 745-7718
3372	Magic Enterprise LLC	Million Ketebo	821 1st Ave	Seattle	WA	98104	(206) 382-8840
3426		Lynn Christian	19944 S Prairie Rd E	Bonney Lake	WA	98391	(253) 862-5040
3427		Iqbal Singh	15245 International Blvd Unit 121	Seatac	WA	98188	(206) 439-0909
3697	Donna H&L Corporation	Donna Huynh	7620 NE 119th Pl Unit 102	Vancouver	WA	98682	(360) 944-0906
3735		Randal L Pelton	405 Valley Mall Pkwy	East Wenatchee	WA	98802	(509) 884-6847
3736		Randal L Pelton	212 5th St Ste B	Wenatchee	WA	98801	(509) 664-6847
3764	ANJALI INC.	Harsha Patel	10615 NE 68th St	Kirkland	WA	98033	(425) 828-8587
3962	Joseph	Betancourt	31653 Pacific Hwy S Ste A	Federal Way	WA	98003	(253) 941-1715
3963	3 T Subs, LLC	Michael Barkstrom	327 W Wishkah St	Aberdeen	WA	98520	(360) 537-0101
3964	Lynn	Christian	1040 Stevenson Ave Ste G	Enumclaw	WA	98022	(360) 802-4446
3972	Dasmesh Enterprises Inc.	Sandeep Singh	1520 Wilmington Dr Ste C2	Dupont	WA	98327	(253) 964-4700
4015	C.F.J. Investment, L.L.C.	Jon DiLuzio	1202 E Yelm Ave Ste E	Yelm	WA	98597	(360) 400-7827
4037	BRANNEEDA SOKSAN, LLC	Paul San	910 NE Tenney Rd	Vancouver	WA	98685	(360) 567-2444
4276	Prem Enterprises, Inc.	Anju Phambota	25 95th Dr NE Ste 101	Lake Stevens	WA	98258	(425) 397-2055
4370	Shree Krishna, Inc.	Anil Bhalani	100 Triangle Ctr Ste 130	Longview	WA	98632	(360) 578-2707
4372	TNT Berquist Enterprises LLC	Tina Berquist	136 W High St	Centralia	WA	98531	(360) 330-5100
4376	Cam-Son Foods, LLC	Christopher Ahrens	14110 Main St NE Ste C	Duvall	WA	98019	(425) 844-0755
4496	Holloway Foods I, L.L.C.	Ryan Davis	255 E Main St	Pullman	WA	99163	(509) 332-6800
5105	S2 - J & H Enterprise, L.L.C.	Howard Humbyrd	14961 Chain Lake Rd	Monroe	WA	98272	(360) 863-9190
5266		Rajinder Sandhu	1101 Avenue D	Snohomish	WA	98290	(360) 568-0551
6014	Mohi Corporation, Inc.	Kiranjit Brar	1521 North Pines Road	Spokane	WA	99206	(509) 922-3050
6097	Mohi V Corporation, Inc.	Kiranjit Brar	1601 N Division St	Spokane	WA	99207	(509) 323-0101
7035	Rodeo City Subs, Inc.	Ann Allen	409 South Main Street	Ellensburg	WA	98926	(509) 933-1536
7051	Pacific Corporation	Rupinder Nijjar	4756 Pacific Hwy E #130	Fife	WA	98424	(253) 922-3366
7186		Soon Kim	13038 Interurban Ave S Ste 140	Tukwila	WA	98168	(206) 444-6119
7337	Mohi I Corporation, Inc.	Avtar Brar	12519 North Division Street Unit 6	Spokane	WA	99218	(509) 464-2522
7416	Sehdev Inc.	Kathy Sehdev	412 NE 70th St	Seattle	WA	98115	(206) 523-3575
7553	MAA Foods LLC	Nipun Prashar	3625 Broadway Ste B	Everett	WA	98201	(425) 258-9496
7627		Rajwinder Kaur	9322 271 Street A#8	Stanwood	WA	98292	(360) 629-6570
7686		Hyang Yi	27400 Pacific Hwy S	Federal Way	WA	98003	(253) 946-4545
7872	Sequoia Pacific Corp.	Randy R. Mayorga	1421 Pacific Ave	Woodland	WA	98674	(360) 225-1923
7944		Atkelte Nega Giday	411 23rd Ave S	Seattle	WA	98144	(206) 323-3535
7997	Nghi & Alice Tran, Inc	Nghi Tran	18336 Aurora Ave N Ste 113	Shoreline	WA	98133	(206) 546-2104
8051		David Wallace	801 W Davis St Unit 102	Cle Elum	WA	98922	(509) 674-1831
8184	WhatCom Wide Holdings, Inc	R. Travis Glass	1873 Main St Ste 2	Ferndale	WA	98248	(360) 384-3090
8690	Jan Development LLC	Darin Manzano	23535 NE Novelty Hill Rd	Redmond	WA	98053	(425) 868-3252
8747	Avneet, LLC	Jaswant S Shergill	19111 SE 34th St Ste 102	Vancouver	WA	98683	(360) 944-0208
9145	Two Subs, Inc.	Philip Barber	7650 SE 27th St Ste 110	Mercer Island	WA	98040	(206) 275-3464
9469	Wood Q Franchise Inc.	Derek Wood	1809 S 1st St	Yakima	WA	98903	(509) 457-4600
9623	Lyman Company, LLC	Rhonda Lyman	10510 W Highway 2 Ste 7	Spokane	WA	99224	(509) 838-7440
9669	Hans Enterprises, Inc.	William Ram	1130 SE Everett Mall Way Ste B	Everett	WA	98208	(425) 348-9333
9720	J. Caldwell & Associates, Inc.	Robert Caldwell	9601 Mickelberry Rd Suite 111	Silverdale	WA	98383	(360) 698-6915
9814	Bush Investments, Inc.	Jennifer Bush	5603 Summitview Ave Unit 102	Yakima	WA	98908	(509) 469-7111
9869		Joseph Betancourt	24130 Pacific Highway S Ste 102	Kent	WA	98032	(206) 824-6222
9999	JMT CORP	Jyoti Mann	2225 W Wellesley Ave Ste 103	Spokane	WA	99205	(509) 328-2217
10822	Host International, Inc.	Jon Stentz	9000 W Airport Dr Ste 401	Spokane	WA	99224	(509) 624-3400

<u>Store #</u>	<u>Franchisee Company Name (if applicable)</u>	<u>Franchisee Contact</u>	<u>Store Address</u>	<u>Store City</u>	<u>Store State</u>	<u>Store Zip</u>	<u>Store Phone</u>
10913	Dely Enterprises, Inc.	Lynn Christian	920 15th St SW Ste 104	Auburn	WA	98001	(253) 218-0742
11734	MCR SPENCER, INC	Mitchell Hammontree	291 C Street Unit 104	Washougal	WA	98671	(360) 210-7904
11744	SNL Sub Company	Stephinie Logan	19810 Old Highway 99 SW	Rochester	WA	98579	(360) 273-0102
11870	R. H. Smith Distributing CO., Inc.	Richard Smith	1400 Bombing Range Rd	West Richland	WA	99353	(509) 967-4660
12223	Se	Chung	17519 Canyon Rd E	Puyallup	WA	98375	(253) 846-8910
12317	Victor	Twu	428 Westlake Ave N Ste 101	Seattle	WA	98109	(206) 223-4011
12356	Magic Enterprise LLC	Million Ketebo	1401 S 348th St Ste M105	Federal Way	WA	98003	(253) 874-1003
12759	JM Berg LLC	Jennifer Berg	27116 167th Pl SE Ste 102	Covington	WA	98042	(253) 639-3956
12771	Ridhi Enterprise Inc	Sonia Kakar	18107 Bothell Way NE	Bothell	WA	98011	(425) 368-2157
12956	Hashtnagar LLC	Sara Khan	7809 NE Vancouver Plaza Dr Ste 150	Vancouver	WA	98662	(360) 892-0399
13115	J & G Enterprises I, Inc.	Tirath Bassi	102 N Samish Way Ste 107	Bellingham	WA	98225	(360) 715-0025
13116	Michael	Buzzard	31239 State Route 20	Oak Harbor	WA	98277	(360) 675-5600
13130	Sahagun-Garcia LLC	Sergio Hernandez	11700 Mukilteo Speedway Ste 203	Mukilteo	WA	98275	(425) 493-2931
13357	JLAD LLC	Danny Eberhardt	17801 International Blvd	Seattle	WA	98158	(206) 431-9087
13456	NINE ANGELS ENTERPRISES, LLC	Mary Anderson	4115 4th Avenue S	Seattle	WA	98134	(206) 332-1818
13633	DeLy Enterprises, Inc.	Lynn Christian	15105 Main St E Unit 108	Sumner	WA	98390	(253) 863-0185
13788	Midsound Restaurants Incorporated	Philip Groff	19659 7th Ave NE	Poulsbo	WA	98370	(360) 598-4500
13795	Kev & Kath Souper Sands LLC	Kevin Carr	3812 Bridgeport Way W	University Place	WA	98466	(253) 564-9804
13854	REO Subs, Inc.	Kristy Reopelle	17526 Meridian E Ste C101	Puyallup	WA	98375	(253) 445-6747
146	Double Wide, LLC	William Werner	95 N Moorland Rd Rear	Brookfield	WI	53005	(262) 938-9500
254	Nightengale Classic Enterprises, Inc.	Thomas Klein	116 West Towne Mall	Madison	WI	53719	(608) 833-3434
404	Nightengale Classic Enterprises, Inc.	Gail Klein	702 N Midvale Blvd Ste 191	Madison	WI	53705	(608) 236-0930
540	Nightengale Classic Enterprises, Inc.	Gail Klein	6611 McKee Rd	Madison	WI	53719	(608) 848-7388
541	Nightengale Classic Enterprises, Inc.	Gail Klein	5 N Pinckney St	Madison	WI	53703	(608) 255-1410
945	Linda	Knutson	2520 Golf Rd	Eau Claire	WI	54701	(715) 834-7827
1419	Nightengale Classic Enterprises, Inc.	Thomas Klein	6508 Monona Dr Bldg A	Monona	WI	53716	(608) 268-1400
1922	Aryan Foods, LLC	Hitesh Patel	205 6th St	Racine	WI	53403	(262) 631-7849
2213	QS Moorland Commons, LLC	Scott Espeseth	15464 W Beloit Rd	New Berlin	WI	53151	(262) 797-9522
2668	Umesh A	Patel	7300 118th Ave	Kenosha	WI	53142	(262) 857-9884
3474	Tanna Corporation	Dilip Tanna	W182N9606 Appleton Ave Ste 101	Germantown	WI	53022	(262) 437-1060
3512	Nienhaus Companies, LLC	Brook A Nienhaus	3825 E Calumet St	Appleton	WI	54915	(920) 749-0938
3846	JEJS Enterprises, LLC	Jerry Schewe	220 S Water St	Platteville	WI	53818	(608) 348-3871
4469	Wayne's Star of the North Market, Inc.	Wayne King	26363 Lakeland Ave S	Webster	WI	54893	(715) 866-8366
4778	One Sweet World Investments, L.L.C.	Vicky Johnson	2928 Market Pl	Onalaska	WI	54650	(608) 783-2703
4780	One Sweet World Investments, L.L.C.	Ryan Johnson	83 Buol Rd	West Salem	WI	54669	(608) 786-2703
5602	Mark	Mastrostefano	8880 S Howell Ave Ste 2	Oak Creek	WI	53154	(414) 764-3040
5874	Farstaff, Inc.	Lawrence Farrell	1400C Summit Avenue	Oconomowoc	WI	53066	(262) 560-1431
6112	Prikush Corp.	Dilip Tanna	4650 S Howell Ave	Milwaukee	WI	53207	(414) 483-2361
6800	Pitterle Enterprises, LLC	Jamie Pitterle	4764 Integrity Way	Appleton	WI	54913	(920) 731-5250
6912	BLTS, LLC	Lisa Longley	838 W Johnson St	Fond Du Lac	WI	54935	(920) 322-9800
7462	Ramkrishna	Subedi	8015 N 76th St	Milwaukee	WI	53223	(414) 354-4800
9339	Creative Host Services, Inc.	Jim Wasson	4000 International Ln	Madison	WI	53704	(608) 243-9614
9401	Quiz Biz, LLC	Debra Heinz	1056 E Green Bay St Ste 100	Shawano	WI	54166	(715) 524-7782
9928	C.M. Merrick, Inc.	Craig Merrick	1601 Lawrence Dr Ste 101	De Pere	WI	54115	(920) 339-6315
9997	One Sweet World Investments, LLC	Vicky Johnson	40 Copeland Ave Ste 112	La Crosse	WI	54603	(608) 785-2703
10139	Fox Cities Restaurants, Inc.	Karie VanHandel	2151 Crooks Ave	Kaukauna	WI	54130	(920) 462-0571
10775	Stasson Enterprises, LLC	Tammy Stasson	3116 N Downer Ave	Milwaukee	WI	53211	(414) 967-7090
11686	Michael	Larkin	2301 Holmgren Way	Green Bay	WI	54304	(920) 405-0575
12370	Nightengale Classic Enterprises, Inc.	Gail Klein	365 E Campus Mall Unit 222	Madison	WI	53703	(608) 237-2839
12721	Q King Corporation	Dilip Tanna	1231 N Port Washington Rd	Grafton	WI	53024	(262) 375-4664
13021	Host International, Inc.	Jon Stentz	5300 S Howell Ave	Milwaukee	WI	53207	414-747-5252 11
13134	One Sweet World Investment, L.L.C.	Vicky Johnson	2428 State Rd	La Crosse	WI	54601	(608) 788-2703
6710	B&B Ventures, LLC	Brian Vossen I	1130 Market St	Wheeling	WV	26003	(304) 230-6060
6985	Myron	Vaughan	HC 69 Box 15	White Sulphur Springs	WV	24986	(304) 536-9292
9754	B & B Ventures, LLC	Brian Vossen I	40 Fort Henry Dr	Triadelphia	WV	26059	(304) 547-1120
11040	Par-Mar Oil Co., Inc.	Sandra Morgenstern	200 Kingmont Rd	Fairmont	WV	26554	(304) 363-6137
11176	Par-Mar Oil Co., Inc.	Sandra Morgenstern	777 Beverly Pike	Elkins	WV	26241	(304) 636-9091
11391	Host International, Inc.	Jon Stentz	Mile Marker 45 South WV Turnpike	Beckley	WV	25801	(304) 255-6773
11682	HZC Enterprizes, LLC	Ismail Latif	Mountain Lair Building	Morgantown	WV	26505	(304) 296-5550
12497	Scott	Tanner	2200 Grand Central Ave	Vienna	WV	26105	(304) 295-5322
1184	Kermit Myers Henry, L.L.C.	Michael Marshall	366 N Main St	Sheridan	WY	82801	(307) 673-0100
2680	Kenneth	Jacobs	2008 CY Ave	Casper	WY	82604	(307) 473-3095
4590	Full Belly, Inc.	Blaine Tate	101 Gateway Blvd Ste A	Rock Springs	WY	82901	(307) 362-6485
7124	Mr. Que LLC	Frank Scialbrino	1325 S Highway 89	Jackson Hole	WY	83001	(307) 733-0201
11778	Twila	Stensland	1103 E Boxelder Road	Gillette	WY	82718	(307) 682-9548
12364	Wild Horse Investments, Inc.	Blaine Tate	1622 E Grand Ave Ste E	Laramie	WY	82070	(307) 745-8835

**FRANCHISEES WHO HAVE NOT YET
OPENED THEIR RESTAURANTS**

as of December 31, 2010

Store No.	Franchisee		Franchisee Contact (First Name)		Franchisee Contact (Last Name)		Franchisee Address	Franchisee City	Franchisee State	Franchisee Zip	Franchisee Phone
	Location	Franchisee Company Name	Name	Name	Name	Name					
8804	AL	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!		
13284	AL	MAPCO Express, Inc.	Lynwood	Gregory	7102 Commerce Way	Brentwood	TN	37027	(615) 771-6701		
13842	AL		Samuel	Palmer	3238 Throckmorton Street	Dallas	TX	75219	(214) 206-6831		
13855	AL	Mapco Express, Inc.	Lynwood	Gregory	7102 Commerce Way	Brentwood	TN	37027	(615) 771-6701		
13913	AL	Host International Inc.	Jon	Stentz	6600 Rockledge Dr 6th Fl, Mail Stop 6-3	Bethesda	MD	20817	(240) 694-4200		
13926	AL		Maurice	Dewitt	103 Riverwood Drive	Enterprise	AL	36330	(334) 347-4799		
11205	AZ	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
12677	AZ	Miad Investments, LLC	Miad	Vakili	11608 E Sorrel Ln	Scottsdale	AZ	85259	(617) 304-0075		
12979	AZ	C.S.R. Foods, LLC.	Richard	Custer	19781 N Concord Dr	Surprise	AZ	85374	(623) 476-7779		
13518	AZ		Iliya	Lozanov	7220 East Knoll Street	Mesa	AZ	85207	(480) 329-5612		
4192	CA		Fehmida	Ali-Jaffer	30142 Avenida Classica	Rancho Palos Verdes	CA	90275	(310) 541-2779		
8943	CA		Hector	Medina	1210 Kings Abbot Way	Bakersfield	CA	93311	(661) 391-8200		
9083	CA		Mumtaz	Balouch	1730 West Kenneth Rd	Glendale	CA	91201-1452	(213) 892-1238		
11061	CA		Vaneet	Sehgal	19871 Yorba Linda Blvd Ste 102	Yorba Linda	CA	92886-2811	(714) 579-6555		
11880	CA		Bahnam	Shiralian	2563 West Lake Van Ness Cir	Fresno	CA	93711-7023	(559) 307-1620		
12212	CA		Rumi	Solaiman	14009 Annandale Ln	Etiwanda	CA	91739	(951) 849-2430		
12355	CA		Harpreet	Bains	980 Misty Harbor Drive	Livingston	CA	95334	(209) 394-8337		
12554	CA	iWrap LLC	Ming	Yu	910 Desert Isle Drive	San Jose	CA	95117	(408) 261-0646		
12858	CA	Papa Peanut Companies, Inc.	Matthew	Burry	16360 Monterey Rd Ste 140	Morgan Hill	CA	95037	(408) 776-0100		
12982	CA		Michael	Dwiat	2900 Exposition Blvd	Santa Monica	CA	90404	(310) 453-1902		
13122	CA		Hiroshi	Burbank	614 Andover Drive	Burbank	CA	91504	(213) 687-9920		
13123	CA		Daniel	Lim	1518 North Screenland Drive	Burbank	CA	91505	(818) 653-4677		
13194	CA		Kamla	Sehmar	61 Augusta Circle	Petaluma	CA	94952	(707) 536-6749		
13223	CA	Grand Martco, Inc.	Zareh	Samurkashian	210 Scenic Dr	Woodside	CA	94062	(650) 369-5931		
13232	CA	DGDS Enterprises, Incorporated	Glenn	Stewart	15862 King Circle	Westminster	CA	92683	(310) 944-3303		
13296	CA		Randal	Savoy	1660 Hood Court	Santa Clara	CA	95051	(408) 666-7341		
13334	CA		Leilani	Iledan	1966 East Rancho Culebra Drive	Covina	CA	91724	(213) 893-5491		
13340	CA		Anibal	Urquiza	853 South Bedford Street #6	Los Angeles	CA	90035	(310) 854-0095		
13376	CA		Santiago	Neives Jr	15057 Lindhall Way	Whittier	CA	90604	(714) 871-2582		
13469	CA		Hernaldo	Rodriguez	3231 W 186th St	Torrance	CA	90504	(310) 324-5579		
13477	CA	Meher Enterprises, Inc.	Ranmeet	Pahwa	2420 Tapestry Way	Pleasanton	CA	94566-3187	(925) 600-8627		
13517	CA		Jesse	Allison	956 Santa Queta	Solana Beach	CA	92075	(858) 207-7411		
13594	CA	Sandhu Enterprise LLC	Balhar	Sandhu	2026 Kona Way	Manteca	CA	95337	(209) 858-1380		
13607	CA		Neal	Smith	349 South Monte Vista	La Habra	CA	90631	(415) 533-7411		
13636	CA	Avengers, Inc.	Andre	Bonyadian	2226 Richy Dr	La Canada	CA	91011	(818) 249-0909		
13644	CA		Harjeet	Chana	20323 east crestline drive	Walnut	CA	91789	(323) 782-1115		
13651	CA		Richard	Glover	2075 Willow St	San Diego	CA	92106	(619) 223-9697		
13743	CA		Jaspreet	Bajaj	9000 crow canyon road	Danville	CA	94506	(925) 415-1090		
13746	CA		Katayoun	Nouriesfandiani	21751 Exton Way	Lake Forest	CA	92630	(949) 380-1412		
13748	CA		Elvis	Jimenez	320 Ivy Crest Drive	San Jacinto	CA	92582	(951) 654-1019		
13760	CA	Yoda Foods Inc.	Joseph	Chow	3782 Whirlaway Lane	Chino Hills	CA	91709	(909) 979-7795		
13810	CA		Todd	Fields	5220 Steven S Stroud Dr	Antioch	CA	94531	(510) 867-1922		
13814	CA		Rodrigo	Delfin	2186 Woodcreek Rd	Camarillo	CA	93012	(213) 847-0571		
13836	CA	WARDEN CAPITAL FRANCHISE GROUP, LLC	Kyle	Mcgee	1262 Granville Ave #2	Los Angeles	CA	90025	(817) 412-8069		
13838	CA		Kalin	Hatfield	6 Briarglenn	Aliso Viejo	CA	92656	(949) 633-2946		
13839	CA		Nozar	Rezaie	41554 Margarita Road, #292	Temecula	CA	92591	(951) 587-2843		
13844	CA		Lance	Cason	4242 Carson Rd	Camino	CA	95709	(916) 834-1057		
13851	CA		Charles	Baum	1 Park st	Fortuna	CA	95540	(707) 725-3143		
13852	CA	USMAN QUALITY TRADERS LLC	Muhammad	Usman	1550 S State St	Ukiah	CA	95482	(707) 462-4150		
13893	CA		Raul	Ochoa	9543 Olive Street	Bellflower	CA	90706	(562) 818-1657		
13894	CA		Michael	McVey	449 N Vermont Ave	Glendora	CA	91741	(626) 914-1143		
13914	CA		Shahnez	Sheikh	11711 Ohio Ave Apt 101	Los Angeles	CA	90025	(310) 691-0953		
13918	CA		Kuldeep	Dhaliwal	831 Chianti Cir	Coalinga	CA	93210	(559) 933-3400		
9947	CO	Petroleum Wholesale, Inc.	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11425	CO	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
13345	CO	Rocky Mountain Classic Subs, LLC	Dennis	Apuan	4522 Lancaster Drive	Colorado Springs	CO	80916	(719) 291-9898		
13797	CO		Brenda	Ross	3140 W 115th Pl	Westminster	CO	80031	(303) 474-4349		
13798	CO		Ziaur	Rahman	14967 East Maple Place	Aurora	CO	80012	(720) 987-5975		
8680	CT		Yasmeen	Khan	593 Knapps Hwy	Fairfield	CT	06825-4348	(203) 761-8209		
9860	CT	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206		
13880	CT		Agron	Komoni	345 savin avenue	West Haven	CT	06516	(646) 294-1334		
12557	DC		Anadeniyi	Onakoya	5224 Greenville Drive	Bryans Road	MD	20616	(301) 523-5248		
13557	DC	Synergia Capital Management LLC	Jagveer	Singh	5805 Silent Sun Pl	Clarksville	MD	21029	(443) 535-9870		
13493	DE		Abdul	Alkot	42 Spectrum Drive	Newark	DE	19713	(302) 345-2557		
6973	FL	McJon, LLC	John	McCarthy	7305 SE Seagate Ln	Stuart	FL	34997-2158	(561) 650-6821		
7617	FL	Circle K Stores Inc	Greg	Dean	2440 Whitehall Park Dr Ste 800	Charlotte	NC	28273-3553	(704) 583-5700		
8798	FL	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!		
8799	FL	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!		
8802	FL	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!		
8805	FL	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!		
9104	FL	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!		

Store No.	Franchisee		Franchisee Contact (First Name)		Franchisee Contact (Last Name)		Franchisee Address	Franchisee City	Franchisee State	Franchisee Zip	Franchisee Phone
	Location	Franchisee Company Name	Name	Name	Name	Name					
9106	FL		The Pantry, Inc.	Wayne	Cox		1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53
9411	FL		Gas-N-Go Petroleum, Inc	Munaf	Rashid		3941 SW 144th Ter	Miramar	FL	33027-3782	(239) 656-1072
9484	FL			Robert	Kleist Jr		19895 Aries Dr	Monument	CO	80132-9623	(719) 488-9477
9565	FL		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
10189	FL		Gainesville Coffee and Tea Company II, L.L.C.	Chon	Cantu		5040 SW 91st Ter Apt K102	Gainesville	FL	32608-8192	(352) 337-2900
10379	FL		The Pantry, Inc.	Wayne	Cox		1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53
11994	FL		Ovation Food Services, L.P.	Todd	Wickner		244 Crystal Grove Blvd	Lutz	FL	33548	(813) 948-6900
12410	FL			Carmelo	Gonzalez		14220 Southwest 136th Street	Miami	FL	33186	(305) 233-7165
12515	FL		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
12518	FL		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
12804	FL			Dahyabhai	Patel		7850 Bardmoor Hill Cir	Orlando	FL	32835-8158	(407) 438-0766
13305	FL			Jannat Ul	Marjina		719 malty dr	Deltona	FL	32738	(386) 575-1094
13309	FL			Katya	Collado		1030 NW 173 Ave	Pembroke Pines	FL	33029	(954) 251-3427
13382	FL			Bohdan	Kalytovskyy		9091 Northwest 35 Placel	Fort Lauderdale	FL	33351	(954) 572-5314
13437	FL			Nazih	Sarkis		PO Box 14474	Tallahassee	FL	32317	(850) 980-3691
13632	FL		Grumpy Munsta Pumpkin Corp	David	Lowe		1470 Heather Glen Lane	Middleburg	FL	32068	(904) 291-2916
13659	FL			James	Imsaïs		232 Bayberry Lakes Blvd	Daytona Beach	FL	32124	(386) 274-1761
13665	FL			David	Cullen		11901 4th St	St Petersburg	FL	33716	(727) 479-6379
13667	FL			William	Hayes		1906 Canyonwood Ct	Valrico	FL	33596	(813) 420-3133
13682	FL			Donald	Smith		5583 River Oaks Drive	Titusville	FL	32780	(321) 258-5634
13691	FL			Suham	Kamala		3251 Falcon Point Drive	Kissimmee	FL	34741	(407) 201-5319
13823	FL		Hess Corporation	Patrick	McAndrew		1 Hess Plz	Woodbridge	NJ	07095	(732) 750-7392
13824	FL		Hess Corporation	Patrick	McAndrew		1 Hess Plz	Woodbridge	NJ	07095	(732) 750-7392
13826	FL		Hess Corporation	Patrick	McAndrew		1 Hess Plz	Woodbridge	NJ	07095	(732) 750-7392
13827	FL		Hess Corporation	Patrick	McAndrew		1 Hess Plz	Woodbridge	NJ	07095	(732) 750-7392
13830	FL		Hess Corporation	Patrick	McAndrew		1 Hess Plz	Woodbridge	NJ	07095	(732) 750-7392
13867	FL		Treasure Chest Investment Group LLC	Terry	Clay Sr		18 Perry Circle	Jacksonville	FL	32220	(904) 309-3453
13898	FL		Joca Food Inc.	Jose	Negron		2988 Bonkirk Drive	Deltona	FL	32738	(347) 232-3028
13899	FL			James	Rowe Jr		686 Woodland Creek Blvd.	Kissimmee	FL	34744	(407) 201-8611
13900	FL		Hess Corporation	Patrick	McAndrew		1 Hess Plz	Woodbridge	NJ	07095	(732) 750-7392
13916	FL			Hamed	Barrie		5007 Belthorn Dr	Orlando	FL	32837	(407) 237-0447
7289	GA		Sodexo Management, Inc.	John	Nappier		9801 Washingtonian Blvd Ste 1426	Gaithersburg	MD	20878	(716) 633-2222
8803	GA		The Pantry, Inc.	Wayne	Cox		1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53
12106	GA		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
13000	GA		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
13834	GA			Philip	Francis		139 CHAPEL RIDGE DR	Ellenwood	GA	30294	(770) 925-0089
13859	GA		Mapco Express, Inc.	Lynwood	Gregory		7102 Commerce Way	Brentwood	TN	37027	(615) 771-6701
11841	HI			Toby	Bohnet		PO Box 572	Kahuku	HI	96731-0572	(808) 293-8462
12877	IA			Meenakshi	Sharma		3020 Sunburst Dr	Bettendorf	IA	52722	(563) 324-7827
2583	IL		Simons & Kunin	Alex	Simons		164 Saratoga Court	Vernon Hills	IL	60061	(847) 910-8359
13169	IL			John	Debacker		5601 North Kostner Avenue	Chicago	IL	60646	(773) 282-9210
13658	IL			Minesh	Patel		1000 Bowie dr	Carol Stream	IL	60188	(630) 933-9841
13811	IL			Audrey	Johnson		4137 178th St	Country Club Hills	IL	60478	(312) 225-6722
13871	IL		RCGY, Inc.	Rosanna	Park		7636 Wilton	Darien	IL	60561	(630) 512-9507
13872	IL			Mario	Sanchez		1208 Lilac Ln	Harvard	IL	60033	(815) 403-5767
13881	IL			Gregory	Wideman		7410 Darien Ln	Darien	IL	60561	(630) 235-5980
7613	IN			Keith E.	Bixler		4859 S Underwood Rd	Scottsburg	IN	47170-6331	(812) 752-7212
9942	IN		Mac's Convenience Stores, LLC	Carlos	Miranda		2204 E Enterprise Pkwy	Twinsburg	OH	44087-2356	(330) 963-6100 15
11698	IN		Rose City Q Subs, LLC	Thomas	Dickman		1304 Rose City Blvd	Richmond	IN	47374	(765) 935-4026
13701	IN		S and V Inc	Satnam	Singh		3055 Generation Way	Greenwood	IN	46143	(410) 971-3491
13155	KS		HayJack, Inc	Shane	Jackson		1711 N Calhoun Ave	Liberal	KS	67901	(620) 624-2179
7841	KY			Mark	Moser		1539 Little Bull Creek Rd	Woollum	KY	40999-6715	(386) 334-5824
9636	KY		Golightly & Long, LLC	Nathan	Long		300 State St	Paducah	KY	42003	(270) 443-6076
13600	KY			Mark	Windlely		3703 Ballard Woods Ct	Smithfield	KY	40068	(502) 222-6513
13915	KY			Nayana	Patel		215 Atlanta Ave	Paducah	KY	42003	(270) 994-3478
13923	KY			Ravi	Parekh		1107 bennington place	Franklin	KY	42134	(270) 495-0201
12989	LA		Compass Group USA, Inc.	Mike	Brandon		5802 Leatherbrook Dr	Columbia	MO	65203	(573) 445-0815
13835	LA		Aramark Food and Support Services Group Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
13925	LA			Aftab	Ali		5741 Larch Street	Lake Charles	LA	70605	(337) 564-0234
10202	MA			Pawan	Mannan		43 Bruce Road	Waltham	MA	02453-6964	(617) 926-6666
11984	MA			Patrick	Felix		16 Troy Street	Brockton	MA	02301	(617) 444-3928
13483	MA			Emily	Amezquita		49 Vane Street	Squantum	MA	02171	(617) 791-5055
12009	MD		Eastern Petroleum Corporation	Kent	Mcnew		1915 Lincoln Dr	Annapolis	MD	21401	(410) 295-1245
13749	MD			Osama	Aly		38 Coal Street	Port Carbon	PA	17965	(570) 622-5955
8610	MI		MSL TOASTY BUNS, L.L.C.	Michael R	Leonhard		360 Moselle Place	Grosse Pointe Farms	MI	48236	(313) 884-2444
9193	MI		WDS Ventures, L.L.C.	John	Walters II		1620 S Kalamazoo Ave	Marshall	MI	49068	(269) 781-4654
9663	MI		AMA Group, LLC	Ahmad	Kassem		26038 Deerfield St	Dearborn Heights	MI	48127-3747	(734) 728-8017
13922	MI			Priti	Patel		3023 Bridgfield Dr	Ann Arbor	MI	48108	(734) 945-4273
3143	MN			Randy	Portner		8794 Big Woods Lane	Eden Prairie	MN	55344	(952) 294-8102
11242	MN		Sodexo Management, Inc.	John	Nappier		9801 Washingtonian Blvd Ste 1426	Gaithersburg	MD	20878	(716) 633-2222
12768	MO			Elliott	Fowler		31800 Pheasant Dr	Lebanon	MO	65536	(417) 426-5111

Store No.	Franchisee		Franchisee Contact (First Name)		Franchisee Contact (Last Name)		Franchisee Address	Franchisee City	Franchisee State	Franchisee Zip	Franchisee Phone
	Location	Franchisee Company Name	Name	Name	Name	Name					
13144	MO		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
13877	MO			Daniel	Moore		1312 Hillview Drive	Rolla	MO	65401	(573) 578-6667
11072	MS		The Pantry, Inc.	Wayne	Cox		1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!
13611	MS			Benny	Hubbard		702 Prominence DR	Flowood	MS	39232	(601) 990-6088
13660	MS			Shahzado	Khurram		3307 STURBRIDGE LN	Sugar Land	TX	77479	(601) 636-9994
8603	NC		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
9103	NC		The Pantry, Inc.	Wayne	Cox		1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!
9230	NC		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
10380	NC		The Pantry, Inc.	Wayne	Cox		1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53!
11145	NC		Sampson-Bladen Oil Company, Incorporated	Haddon	Clark		3309 Drake Cir	Raleigh	NC	27607-3332	(919) 785-1904
11147	NC		Sampson-Bladen Oil Company, Incorporated	Haddon	Clark		3309 Drake Cir	Raleigh	NC	27607-3332	(919) 785-1904
11148	NC		Sampson-Bladen Oil Company, Incorporated	Haddon	Clark		3309 Drake Cir	Raleigh	NC	27607-3332	(919) 785-1904
11536	NC		Mountain Energy Corporation	Thomas	Morgan		288 Riverside Dr	Asheville	NC	28801-3139	(828) 253-2321
11537	NC		Mountain Energy Corporation	Thomas	Morgan		288 Riverside Dr	Asheville	NC	28801-3139	(828) 253-2321
11538	NC		Mountain Energy Corporation	Thomas	Morgan		288 Riverside Dr	Asheville	NC	28801-3139	(828) 253-2321
11539	NC		Mountain Energy Corporation	Thomas	Morgan		288 Riverside Dr	Asheville	NC	28801-3139	(828) 253-2321
11853	NC		Creative Host Services, Inc	Jim	Wasson		158 Baylor Circle	Folsom	CA	95630	(704) 328-3875
12423	NC		Boomerang Holdings, Inc.	Donghoon	Han		340 Bubblecreek Court Unit 12	Fayetteville	NC	28311	(910) 630-2288
13510	NC			Willie	Hunter		3028 Maple Branch Drive	High Point	NC	27265	(336) 471-8966
13773	NC		Sea Glass Holdings, LLC	Robert	Farrington		16112 Falling Meadows Ln	Charlotte	NC	28273	(980) 428-3838
13890	NC			Aaron	Godwin		2123 Constitution Drive	Fayetteville	NC	28301	(910) 436-8050
13903	NC			Kirti	Darji		10220 Ventana Court	Charlotte	NC	28277	(704) 759-8099
13907	NC		Holt Oil Company, Inc.	Hannah	Holt		809 Oyster Lndg	Wilmington	NC	28405	(910) 791-5409
11121	NE		Kum & Go, L.C.	James	Brandt		6400 Westown Pkwy	Des Moines	IA	50266-7709	(515) 226-1595
3775	NJ		Tracarchy, LLC	Dennis	McCarthy		40 Longhurst Road	Marlton	NJ	08053	(856) 596-9145
4546	NJ			Edward	Lee		124 Ormont Road	Chatham	NJ	07928	(973) 635-0587
4547	NJ			Edward	Lee		124 Ormont Road	Chatham	NJ	07928	(973) 635-0587
5766	NJ			Nehal	Patel		17 Hyacinth Dr Apt 1D	Fords	NJ	08863-2414	(732) 346-1557
10568	NJ		Masouleh Corp.	Tara	Ebrahimi		2 Patrick Brem	Mahwah	NJ	07430	(201) 500-0589
11996	NJ		Ovations Food Services, L.P.	Todd	Wickner		244 Crystal Grove Blvd	Lutz	FL	33548	(813) 948-6900
12764	NJ		Ocean Petroleum, L.L.C.	Edward	Ellis		10684 Piney Island Dr	Bishopville	MD	21813	(410) 632-0400
12765	NJ		Ocean Petroleum, L.L.C.	Edward	Ellis		10684 Piney Island Dr	Bishopville	MD	21813	(410) 632-0400
13060	NJ		ARK GROUP, INCORPORATED	Akm	Karim		3563 88th St Apt 2N	Jackson Heights	NY	11372	(718) 505-9248
13537	NJ		Gazi, LLC	Mohiuddin	Gazi		405 Edgewood Drive	Telford	PA	18969	(215) 479-8553
13661	NJ			Theodore	Simmons		318 Hunters Road	Logan Township	NJ	08085	(856) 241-0515
10494	NM		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
11214	NM		Petroleum Wholesale Limited Partnership	John	Cook		8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000
13207	NM			Mike	Hood		PO Box 1198	Santa Cruz	NM	87567	(505) 662-0999
13217	NV			Leila	Zamani		3820 Allen Glen Dr	Reno	NV	89503	(775) 688-9176
4710	NY			Wayne	Wong		73 Paul Avenue	Garden City Park	NY	11040	(516) 488-8371
11604	NY		SavOn Convenience Store Enterprises	Kevin	Connelly		579 Main St	Oneida	NY	13421-2452	(315) 829-8378
11609	NY		SavOn Convenience Store Enterprises	Kevin	Connelly		579 Main St	Oneida	NY	13421-2452	(315) 829-8378
13674	NY			Jayachandran	Ramakrishnan		52 Evergreen St Apt A	West Babylon	NY	11704	(631) 455-0323
13846	NY			James	Huang		3546 64 st	Woodside	NY	11377	(718) 429-0353
13876	NY			Kamila	Salyamov		865 Nugent Ave	Staten Island	NY	10306	(718) 219-1129
7712	OH		ESG Stores, LLC	Eyric	Geyer		6070 Oak Glade Lane	Galion	OH	44833	419-884-3343 x 26
8203	OH			Anjesh	Chilakapati		1267 Hollytree Ln	Westerville	OH	43081-7041	(714) 227-2307
9431	OH		Dave's Toasted Subs, LLC		United Dairy Farmers, Inc		3955 Montgomery Rd	Norwood	OH	45212-3733	(703) 362-3300
9433	OH		Dave's Toasted Subs, LLC		United Dairy Farmers, Inc		3955 Montgomery Rd	Norwood	OH	45212-3733	(703) 362-3300
9434	OH		Dave's Toasted Subs, LLC		United Dairy Farmers, Inc		3955 Montgomery Rd	Norwood	OH	45212-3733	(703) 362-3300
9435	OH		Dave's Toasted Subs, LLC		United Dairy Farmers, Inc		3955 Montgomery Rd	Norwood	OH	45212-3733	(703) 362-3300
9436	OH		Dave's Toasted Subs, LLC		United Dairy Farmers, Inc		3955 Montgomery Rd	Norwood	OH	45212-3733	(703) 362-3300
10170	OH		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
12713	OH			James	May		1303 titeliste drive	Akron	OH	44312	(330) 990-5840
13235	OH			Erica	Habib		231 East Foulke Avenue	Findlay	OH	45840	(419) 581-1999
13236	OH			Erica	Habib		231 East Foulke Avenue	Findlay	OH	45840	(419) 581-1999
13588	OH		Ohio Restaurants Group LLC	Farnaz	Vedaei		3521 Raffin Drive	Columbus	OH	43231	(419) 957-0277
13650	OH		Mansfield Fuel & Food Mart LLC	Samir	Patel		3684 Carmen Dr	Mansfield	OH	44906	(419) 775-1171
13776	OH			Chareen	Fountain		15804 Terrace Drive	Cleveland	OH	44112	(216) 347-0238
11981	PA		Aramark Food and Support Services Group, Inc.	Jack	Wixted		1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206
13009	PA		Crawmer Food Ventures, LLC	Keith	Crawmer		1096 Bollinger Rd	Littlestown	PA	17340	(717) 633-5163
13036	PA		Causeway North, L.L.C.	Daric	Palmer		262 Gerald St	State College	PA	16801	(814) 689-3300
13186	PA			Akm	Karim		3563 88TH STREET	Queens	NY	11372	(917) 496-8589
13375	PA			Jason	Jackson		101 A Linclon Ave	Lansdowne	PA	19050	(610) 506-3369
13487	PA			Sayekhul	Islam		600 Mill Bank Rd	Upper Darby Twp	PA	19082	(347) 885-2494
13500	PA			George	Meshe		661 Green Briar Rd	Elkins Park	PA	19027	(215) 884-3260
13847	PA			Ravinder	Ravi		235 Winding Hill Rd	Montgomery	NY	12549	(845) 699-6978
13882	PA			Yi	Zheng		HC 1 Box 556	Tannersville	PA	18372	(570) 424-5505
10777	PR			Carlos	Delgado Jr.		493 Calle Moralon Urb Llanos De Isabela	Isabela	PR	00662	(787) 398-5690
10778	PR			Carlos	Delgado Jr.		493 Calle Moralon Urb Llanos De Isabela	Isabela	PR	00662	(787) 398-5690
12691	PR		Franquisieros Q, Inc.	Omar	Hernandez		URB Marbella	Aguadilla	PR	00603	(787) 891-3961

Store No.	Franchisee		Franchisee Contact (First Name)		Franchisee Contact (Last Name)		Franchisee Address	Franchisee City	Franchisee State	Franchisee Zip	Franchisee Phone
	Location	Franchisee Company Name	Name	Name	Name	Name					
12866	PR		Elizabeth	Pagan	La Sierra	San Juan	PR	00926	(787) 579-4857		
13520	PR		Jorge	Cruz	Alts Del Remanso	San Juan	PR	00926	(787) 568-6105		
13891	PR	G Enterprises Inc.	Andres	Gomez	PO Box 192504	San Juan	PR	00919	(787) 397-4320		
13908	PR	LEF Subs, Inc	Luis	Fuste	5A -21 Francisco Zuniga Street	San Juan	PR	00926	78-245-5609		
12821	RI	DAVCO MANAGEMENT INC.	Gene	Choi	36 long ave	South Attleboro	MA	02703	(401) 335-3500		
12822	RI	DAVCO MANAGEMENT INC.	Gene	Choi	36 long ave	South Attleboro	MA	02703	(401) 335-3500		
7457	SC	Circle K Stores Inc	Greg	Dean	2440 Whitehall Park Dr Ste 800	Charlotte	NC	28273-3553	(704) 583-5700		
9102	SC	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53		
9817	SC	Creative Host Services, Inc.	Jim	Wasson	158 Baylor Circle	Folsom	CA	95630	(704) 328-3875		
11075	SC	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53		
11076	SC	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53		
12452	SC		Vernita	Smith	11419 Sidney Crest Avenue	Charlotte	NC	28213	(203) 996-4474		
13733	SC	It's An Adventure LLC	Silvio	Balistreri	408 Lafayette Rd	Myrtle Beach	SC	29572	(858) 688-2722		
8728	TN		Charles R	Harrell	193 Brystone Drive	Gray	TN	37615	(423) 477-3534		
8807	TN	The Pantry, Inc.	Wayne	Cox	1801 Douglas Dr	Sanford	NC	27330	(919) 774-6700 53		
11124	TN	1091612 Ontario, Inc.	Gurraj	Grewal	863 Tennessee Ave N	Parsons	TN	38363-2954	(731) 847-9246		
11715	TN	Pilot Corporation	Jim	Barnes	5508 Lonas Dr	Knoxville	TN	37909-3221	(865) 588-7488		
12541	TN	Sodexho Management, Inc.	John	Nappier	9801 Washingtonian Blvd Ste 1426	Gaithersburg	MD	20878	(716) 633-2222		
13285	TN	MAPCO Express, Inc.	Lynwood	Gregory	7102 Commerce Way	Brentwood	TN	37027	(615) 771-6701		
13301	TN		Christopher	Rockamore	4747 Bonne Terre Dr	Nesbit	MS	38651	(731) 664-1940		
13818	TN	Flash Market, Inc.	Shane	Patterson	105 W Harrison Ave	West Memphis	AR	72301	(870) 732-2242		
13856	TN	Mapco Express, Inc.	Lynwood	Gregory	7102 Commerce Way	Brentwood	TN	37027	(615) 771-6701		
13857	TN	Mapco Express, Inc.	Lynwood	Gregory	7102 Commerce Way	Brentwood	TN	37027	(615) 771-6701		
13858	TN	Mapco Express, Inc.	Lynwood	Gregory	7102 Commerce Way	Brentwood	TN	37027	(615) 771-6701		
5143	TX	Petroleum Wholesale, Inc.	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
5190	TX	Petroleum Wholesale, Inc.	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
9592	TX	Fast Stop Stores, Inc.	Jack	Ritter Jr	PO Box 2068	Austin	TX	78768-2068	(512) 454-4220		
9945	TX	Petroleum Wholesale, Inc.	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
9946	TX	Petroleum Wholesale, Inc.	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
10034	TX	Aramark Sports and Entertainment Services of Texas	Jack	Wixted	1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206		
10403	TX		Gloria	King	17310 Cedar Placid Ln	Houston	TX	77068-1417	(281) 895-7787		
10504	TX	Four Star Foods, LLC	Zaki	Niazi	14825 Willis St	Houston	TX	77039	(281) 449-9975		
11201	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11203	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11204	TX		Himmad	Khan	19510 Piney Lake Dr	Spring	TX	77388	(734) 624-7321		
11206	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11207	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11209	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11210	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11211	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11424	TX	Petroleum Wholesale Limited Partnership	John	Cook	8550 Technology Forest Pl	The Woodlands	TX	77381	(281) 681-1000		
11527	TX	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206		
11532	TX	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206		
11674	TX		Esteban	Garcia	1701 W Dove Ave Ste J	McAllen	TX	78504-3955	(956) 630-4653		
11749	TX	Four Star Food, LLC	Zaki	Niazi	14825 Willis St	Houston	TX	77039	(281) 449-9975		
11750	TX	Four Star Food, LLC	Zaki	Niazi	14825 Willis St	Houston	TX	77039	(281) 449-9975		
12239	TX		Wael	Suleiman	9 Burnham Gln	San Antonio	TX	78257	(210) 698-6239		
12495	TX	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206		
12605	TX		Esteban	Garcia	1524 Cardinal Ave	McAllen	TX	78504	(956) 740-6262		
12680	TX	Aramark Food and Support Services Group, Inc.	Jack	Wixted	1101 Market St 29th Fl	Philadelphia	PA	19107	(215) 238-3206		
12801	TX		Naushad	Momin	7924 Willowood Ln Apt 1102	Port Arthur	TX	77642	(409) 386-2100		
13610	TX	Walters Road LLC	Ali	Ali	8255 Mills Rd	Houston	TX	77064	(281) 250-6592		
13778	TX	TETCO, Inc.	Gerry	Telle	1100 NE Loop 410 Ste 700	San Antonio	TX	78209	(210) 821-5900		
13786	TX	Tirupati, Inc	Pruthul	Patel	3637 Timberglen Rd Apt 7312	Dallas	TX	75287	(214) 987-1280		
13865	TX	Compass Group USA, Inc.	Mike	Brandon	5802 Leatherbrook Dr	Columbia	MO	65203	(573) 445-0815		
13901	TX	Ranglers Convenience Inc.	Donald	Haile	600 North Rice Ave	Hamilton	TX	76531	(254) 386-8903		
13911	TX		Robert	Engel	5508 blue spruce dr	Arlington	TX	76018	(817) 714-7150		
13921	TX		Yogesh	Sethi	3820 Grantsville dr	Keller	TX	76244	(214) 277-2098		
13924	TX		Yinka	Ogunsanya	7118 Cambie Court	San Antonio	TX	78233	(915) 755-2699		
12143	UT		Sandra	Gillman	6095 North Foxpointe circle #C-1	Park City	UT	84098	(435) 615-9339		
12831	UT	CJ INVESTMENTS LLC	Steve	Calbert	8808 Cameo Way	Cottonwood Heights	UT	84093	(801) 598-8838		
13700	UT		Robert	Morgan	8291 SOUTH 700 EAST	Sandy	UT	84070	(801) 450-6076		
13728	UT		Carolina	Cayaffa	620 South Willow Park Dr	Lehi	UT	84043	(801) 739-4161		
13909	VA	A&R Enterprises, Inc.	Aziz	Sair	3096 S LynnHaven Rd	Virginia Beach	VA	23452	(757) 486-5229		
9337	WA	Cathcart Station LLC	John	Warrick	303 S Davies Rd	Lake Stevens	WA	98258-8535	(425) 334-9603		
11602	WA	Powell-Christensen, Inc.	Gary	Christensen	507 Butternut Rd	Grandview	WA	98930	(509) 882-2115		
12357	WA	Magic Enterprises, LLC	Million	Ketebo	18107 44th Ave W	Lynnwood	WA	98037	(206) 382-8840		
12632	WA	M&K Grocery, Inc.	Shaheen	Mutloob	1428 East Sharpsburg Avenue	Spokane	WA	99217	(509) 489-3338		
13513	WA		Lisa	Guo	1427 268th Way SE	Sammamish	WA	98075	(425) 837-9128		
13677	WA		Ranbir	Singh	3103 west princeton ave	Spokane	WA	99205	(509) 325-5881		
13789	WA		Azka	Bashir	1711 11th Avenue NE	Issaquah	WA	98029	(425) 677-7376		

<u>Store No.</u>	<u>Franchisee Location</u>	<u>Franchisee Company Name</u>	<u>Franchisee Contact (First Name)</u>	<u>Franchisee Contact (Last Name)</u>	<u>Franchisee Address</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Zip</u>	<u>Franchisee Phone</u>
13799	WA		Terrence	Williams	316 E 46th St	Tacoma	WA	98404	(253) 431-0090
7450	WY	Popo Agie Enterprises, LLC	Ron	Hansen	PO Box 81	Lander	WY	82520-0081	(307) 332-4427
13919	WY		Roy	Wilbourne	804 Broken Wheel Court	Cheyenne	WY	82007	(307) 635-8051

EXHIBIT D

(TO DISCLOSURE DOCUMENT)

LIST OF AREA DIRECTORS

**LIST OF AREA DIRECTORS
AS OF DECEMBER 31, 2010**

**AREA DIRECTORS
ADDRESSES & PHONE NUMBERS**

GEORGIA: *LBT Enterprises, Inc.* – 900 Circle 75 Pkwy, Ste 1690, Atlanta, GA 30339 (770) 953-4495

ILLINOIS: *Chicago Franchise Support Services, LLC* - c/o 1001 – 17th Street,
Suite 300, Denver, CO 80202 (630) 688-7234

MARYLAND: *Vahle Development, LLC* – 15516 Dellinger Rd, Williamsport, MD 21795 (301) 223-7878

PUERTO RICO: *Aprendo Strada, Inc.* – 1590 Ponce de Leon, Suite 106 (Box 30),
Rio Piedras, PR 926 (787) 460-4401

**EXHIBIT E
(TO DISCLOSURE DOCUMENT)**

**FRANCHISEES AND AREA DIRECTORS WHO HAVE LEFT
THE SYSTEM OR NOT COMMUNICATED**

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**FRANCHISEES WHO HAVE LEFT
THE SYSTEM OR NOT COMMUNICATED**

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QFA (Unit)
Ex. E (Part 1) – Fees Who Left System (03/2011)

<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee (First Name)</u>	<u>Franchisee (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
2061		Jody	Tuck	Anchorage	AK	(907) 349-1229
2387	Quality Subs, LLC	Edward	Berube Jr	Anchorage	AK	(907) 333-6386
12171	Host International, Inc.	Jon	Stentz	Bethesda	AK	(240) 694-4200
1639	Griffin-Roberts Enterprises LLC	William	Griffin	Auburn	AL	(334) 821-6294
2074	The Bombay Oil and Food Company, LLC	Ali	Cassum	Chelsea	AL	(205) 902-4414
2541	Home Town Classic, Inc.	Voncile	Thompson	Robertsdale	AL	(251) 223-3758
4038		Dinesh	Patel	Huntsville	AL	(256) 457-3005
4338		Sunilbhai	Patel	Birmingham	AL	(205) 667-5050
5358	The Bombay Oil and Food Company, LLC	Ali	Cassum	Chelsea	AL	(205) 902-4414
7221		Ali	Cassum	Chelsea	AL	(205) 902-4414
7454	Elliott and Elliott Inc.	Larry	Elliott	Jasper	AL	(205) 302-5989
8494		Karen	Casteel	Phenix City	AL	(334) 298-3700
8528	Griffin-Roberts Enterprises LLC	William	Griffin	Auburn	AL	(334) 821-6294
9891	C & B Haag Enterprises, L.L.C.	Barbara	Haag	Birmingham	AL	(205) 425-5643
10137	Trilok, Inc.	Brijesh	Darji	Tuscaloosa	AL	(205) 852-0237
10138	TRIMURTI, L.L.C.	Brijesh	Darji	Tuscaloosa	AL	(205) 852-0237
10158	A God Om, Inc.	Dinesh	Patel	Huntsville	AL	(256) 457-3005
10603		Deborah	Poston	Dothan	AL	(334) 712-0060
11515	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	AL	(215) 238-3206
11645	JRI, LLC	Kelli	Caulfield	Birmingham	AL	(205) 290-9251
11894	Kellman Enterprises, Inc.	Ghyno	Kellman	Murrieta	AL	(760) 550-0724
12165	Wilson Family Enterprises, LLC	Kimberley	Wilson	Albertville	AL	(256) 891-1014
12260	Elk Enterprises, Inc.	Kristy	Pendleton	Orange Beach	AL	(251) 981-8432
12459		Girishkumar	Patel	Meridianville	AL	(256) 828-8142
12853		Mishbah	Uddin	Montgomery	AL	(334) 341-4554
12903		Ali	Cassum	Chelsea	AL	(205) 902-4414
12980	SHRI RAM, Inc.	Viren	Patel	Vestavia	AL	(205) 261-8053
2154		James	Burnett	Jonesboro	AR	(870) 931-8804
2464		Christopher	Meyer	Bentonville	AR	(501) 464-7661
2465		Tetyana	Jones	Shreveport	AR	(318) 688-1731
4212		Jessie	Lee	Fort Smith	AR	(479) 648-9557
4427	The Freel Group, LLC	Sandra	Lessenberry	Hope	AR	(870) 777-5280
4660	L H & G, Inc.	Stephen B.	Harrison	Batesville	AR	(870) 793-4782
6571		Jessie	Lee	Fort Smith	AR	(479) 648-9557
8271		John Kaavin	Scaccia	Springdale	AR	(501) 582-9256
10044	Snow's Q, LLC	Evelyn	Snow	Harrison	AR	(870) 743-9366
11678		Doug	Livingston	Scottsdale	AR	(480) 473-2739
12773	Snow's Q, LLC	Evelyn	Snow	Harrison	AR	(870) 743-9366

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<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee (First Name)</u>	<u>Franchisee (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
1523	CSD & K Investments, LLC	Kevin	Call	Flagstaff	AZ	(928) 779-5744
2260		Varsha	Atodaria	Glendale	AZ	(523) 878-3089
2536	Katz LLC	Eric	Katz	Chandler	AZ	(480) 205-6252
2567	Narayan Investment Corporation	Vilas	Patel	Phoenix	AZ	(602) 576-1062
2775	Adler Hospitality Corp	Vancie	Bronson	Queen Creek	AZ	(480) 354-5889
2814	J.P. Brady, LLC	James E.	Brady	Mesa	AZ	(480) 981-1133
3211	MDT Investments L.L.C.	Erika	Mitchell	Chandler	AZ	(480) 649-7767
3254		Lana	Attar	Tucson	AZ	(520) 529-5767
3420	Barton & Associates, LLC	Charles	Barton	Scottsdale	AZ	(480) 998-2799
3440	Snack Foods, LLC	Steven	Hermiz	Phoenix	AZ	(480) 664-7193
3490		Nabil	Yassine	Avondale	AZ	(623) 846-5375
3545		Dinakant	Patel	Phoenix	AZ	(224) 730-2226
3824	Sandwich Sensations, Inc.	Reagan	Dahl	Yuma	AZ	(928) 726-8044
3864		J B	Cotten IV	Phoenix	AZ	(480) 706-0402
3913	Jaswinder Singh Enterprises LLC	Jaswinder	Singh	Avondale	AZ	(623) 760-8928
4020	AZDeli, Inc.	Nick	Noghrehchi	Peoria	AZ	(602) 234-2344
4295	Sanora Hospitality, LLC	Sandeep	Arora	Chandler	AZ	(480) 440-1866
4474	MJCJ Enterprises, LLC	Mario	Franco	Goodyear	AZ	(623) 748-3895
4523	Destiny Ranch, LLP	Michael	OMahony	Tucson	AZ	(520) 855-7966
4565	Kostiw Enterprises LLC	Erick	Kostiw	Surprise	AZ	(623) 544-3342
4815	C.S.R. Foods, LLC	Catherine	Custer	Surprise	AZ	(623) 544-3500
5019	Zeitoun 101, LLC	Mohamad	Zeitoun	Queen Creek	AZ	(602) 326-2939
5098	B.R. Wilson & Associates, LLC	Bonita	Wilson	Show Low	AZ	(928) 537-3733
5493	Planet Toast LLC	Fares	Jaoude	Tucson	AZ	(520) 722-8387
5673	JTC Eterprises, LLC	Jeff	Lucas	Phoenix	AZ	(480) 759-1873
6789	Sandwich Sensations, Inc.	Reagan	Dahl	Yuma	AZ	(928) 726-8044
6791	Sandwich Sensations, Inc.	Reagan	Dahl	Yuma	AZ	(928) 726-8044
8527		Jorge	Arevalo	Queen Creek	AZ	(480) 268-9850
8844	Roadrunner Food Service, Inc.	Richard	Golik	Cornville	AZ	(928) 282-0999
9143	QF3, LLC	Michael	Byrd	Mesa	AZ	(480) 380-6157
9144	C.S.R. Foods, LLC	Catherine	Custer	Surprise	AZ	(623) 544-3500
9859	My Jem Inc	Kristi	Kon	Peoria	AZ	(623) 825-5022
9987		Michael	Wystrach	Elgin	AZ	(520) 456-9052
10895		Nasr	Sayed	Marana	AZ	(520) 200-4922
11575	Dime Rhoads, Inc.	Josephine	Hancock	Page	AZ	(928) 645-2349
11807	Riegert Enterprises, Inc.	Jason	Riegert	Tucson	AZ	(520) 578-1713
12024	TM Quality Subs, LLC	Tom	Indiveri	Vail	AZ	(520) 762-5066
12108	TM Quality Subs, LLC	Tom	Indiveri	Vail	AZ	(520) 762-5066
12112		Kyle	Williamson	Phoenix	AZ	(989) 859-1580

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<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee (First Name)</u>	<u>Franchisee (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
12465	QF3 L.L.C.	Michael	Byrd	Mesa	AZ	(480) 380-6157
12833	Semper Fi Holdings, LLC	John	Norris	Gilbert	AZ	(480) 474-4130
232	Q Subs, LLC	Adan	Urizar	Los Angeles	CA	(310) 427-2022
272	Myst Food & Beverage Co., Inc.	Ysabel	Aoki	Whittier	CA	(562) 695-1629
443		Zain	Amlani	Corona	CA	(951) 279-8827
451	Cross Capital Group, Inc.	Samuel	Lee	Glendale	CA	(818) 288-3993
461	QSV, Inc.	Dilip	Bhaga	San Diego	CA	(858) 566-7866
595		Timothy	Waiss	Costa Mesa	CA	(714) 979-9955
595		Timothy	Waiss	Costa Mesa	CA	(949) 500-5900
729		Satinder	Garcha	Dublin	CA	(510) 429-7144
774	Verma's Toasty, Inc.	Jai	Verma	Oceanside	CA	(760) 724-4676
828	Clark & Gunay I, LLC	Ron	Clark	Saratoga	CA	(408) 821-7877
833		Gholamreza	Gorginfar	San Dimas	CA	(213) 747-7474
918		Barry	Weisenberg	Orange	CA	(714) 907-2572
1028		Juan F.	Fernandez	Sacramento	CA	(916) 568-5439
1052	Z-Tas, Inc.	Tom	Shahbazi	Agoura Hills	CA	(818) 865-8986
1074		Bill	Lam	Alhambra	CA	(626) 284-4827
1107	Tiara Inc.	Swatantra	Khatri	Simi Valley	CA	(818) 929-4214
1110	Q Baycean, Inc.	Roger	Rochart	San Gabriel	CA	(818) 326-3442
1128		Robert	Gargani	El Dorado Hills	CA	(916) 939-7032
1140		Mary	Chen	Union City	CA	(510) 972-0230
1234	Pannu & Virk Enterprises, Inc.	Jasbir	Virk	Corona	CA	(951) 736-8119
1277	Friends Enterprise, Inc.	Mandip	Sandhu	Milpitas	CA	(408) 945-9922
1283	A & M Shomali, Inc.	Mohammad	Shomali	Irvine	CA	(714) 206-3733
1287		Paul	Kim	Irvine	CA	(949) 341-0115
1323	Jasmine Seed Inc.	Laura	Tong	San Francisco	CA	(415) 586-2389
1467		Aladdin	Sood	San Jose	CA	(408) 532-6168
1502	Mimi, LLC	Mithilesh	Amin	Simi Valley	CA	(805) 582-2752
1631		Sukhminder S.	Dosanjh	Hughson	CA	(209) 883-9100
1665	Eagle's Wing, Inc.	Linda	Pangestu	Northridge	CA	(818) 832-7109
1698	PIREG, Inc.	Igor	Prokopenko	San Diego	CA	(858) 780-2687
1698	A & B Q Enterprises, Inc.	Bennett	Bier	San Diego	CA	(858) 699-2887
1762		Vijendra	Prasad	Elk Grove	CA	(916) 714-7916
1997	Nanak Inc	Daljit	Sidhu	Rancho Cordova	CA	(916) 355-8411
2006	Noyas Ventures, Inc.	Silvia	Ahmed	Fremont	CA	(510) 656-3812
2017	AM Sandwiches Corp.	Aung	Myo	City Of Industry	CA	909-670-7592
2035	Hensamnic, Inc.	Elizabeth	Davies	Antioch	CA	(925) 468-0420
2056	Q Time, Inc.	Zain	Amlani	Corona	CA	(951) 279-8827
2064	Darshan, Inc.	Dinesh	Patel	Buena Park	CA	(714) 523-2017

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<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee (First Name)</u>	<u>Franchisee (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
2123	Haram, Inc.	Lori	Park	Los Angeles	CA	(323) 259-0848
2385	Vida & Santshell L.L.C	Vicky	Lee	San Jose	CA	(408) 978-7923
2431	MCP/2004	David	McPherson	Winchester	CA	(951) 926-3242
2499	Zesty Dining, Inc.	Manjot	Gill	San Jose	CA	(408) 377-9070
2503	Lirodan, Inc.	Fred	Assadi	San Jose	CA	(408) 227-2066
2510		Vinod	Paul	Sacramento	CA	(916) 419-6179
2521	Khan & Yasmin, Inc.	Yasmin	Khan	Fullerton	CA	(714) 773-1206
2551	Alex4Subs, Inc.	Robert	Alexander Jr	Buellton	CA	(805) 688-8136
2632	Leasiatique USA, Inc.	Susan	Yu	Torrance	CA	(424) 785-1688
2633	Tangy Subs, LLC	Venkata	Losari	Los Angeles	CA	(213) 687-9759
2703	A & M Hollywood Shop, Inc.	Mounir	Matta	George AFB	CA	(760) 951-7909
2788		Frank	Blaine	Saratoga	CA	(408) 868-9211
2789	Navi Enterprises, Inc.	Harjinder "harry"	Singh	San Jose	CA	(408) 234-1222
2794	Sham Enterprises, Inc.	Jerry	Sham	Walnut Creek	CA	(925) 294-8698
2862	Shyaam Corporation	Rashmikant	Patel	Sunnyvale	CA	(408) 733-8734
2871		Steve	Chang	Fremont	CA	(510) 573-0386
2885	Rolling Hills Business Management, Inc.	Rajwinder	Singh	Fairfield	CA	(707) 332-0897
2896	Salinas Subs Inc.	Rupinder	Gill	Salinas	CA	(831) 455-0801
2901	JMPD O Corp.	Magdalena	Ordonez	Santa Rosa	CA	(707) 575-4129
2912	R&G Foods, LLC	Robert F	Shaw Jr.	Novato	CA	(415) 577-4480
3088		Sukhvinder	Sihan	Clovis	CA	(559) 299-5209
3137		Suninder	Sidhu	Tracy	CA	(209) 835-3474
3139		Parmjit	Hayer	Fresno	CA	(559) 271-8451
3185	Vora, Inc.	Anish	Vora	West Hills	CA	(818) 992-5706
3192	Hamama, Inc.	Basil	Hamama	San Diego	CA	(617) 749-4456
3293		Tami	Burman	Ventura	CA	(661) 589-6863
3341	Nakhjavani, Inc.	Ali	Nakhjavani	Fullerton	CA	(714) 915-3288
3413		Sukhvinder Singh	Sandhu	Fowler	CA	(559) 925-0254
3430		Hyun	Joo	San Diego	CA	(858) 761-3913
3438		Abdi	Ghafari	San Jose	CA	(408) 997-7092
3486	Q Si Bon Inc.	Kim	Lo	Thousand Oaks	CA	(805) 376-0833
3651	United Sub Group, Inc.	Mohamad	Razeghi	Trabuco Canyon	CA	(949) 842-0173
3659		Jaspreet	Dhillon	Chatsworth	CA	(818) 885-5857
3693	Serendipity Enterprises Incorporated	Marie Therese L.	Kim	Fremont	CA	(510) 796-6205
3832		Krishnakali	Roy	Ontario	CA	(310) 671-3677
3842	Khan Enterprises, LLC	Umar	Khan	Chatsworth	CA	(818) 772-1266
3862	DKM Limited LLC	Kenneth E.	Shea	San Diego	CA	(858) 487-5679
3945		Mai	Nguyen	Corona	CA	(951) 739-0565
4045		Leslie	Topete	Santa Ana	CA	(714) 835-0348

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<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee (First Name)</u>	<u>Franchisee (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
4120		Bizhan	Taymourian	San Carlos	CA	(650) 631-7262
4223	Papa Peanut Companies, Inc.	Matthew	Burry	Morgan Hill	CA	(408) 776-7530
4224	H3LM Enterprises, Inc.	Hiep	Nguyen	Mountain View	CA	(650) 948-1533
4365	JVS Enterprises, LLC	Parmjit K.	Mahal	El Cajon	CA	(619) 660-1103
4449	Toasty Subs, Incorporated	Michael	Corson	Templeton	CA	(805) 239-0904
4506	JKA Enterprises LLC	Juanito P.	Sandique	Vallejo	CA	(707) 246-8968
4512	Elite Group Services, Inc.	Adan	Urizar	Los Angeles	CA	(310) 427-2022
4588		Riham	Fahel	Bakersfield	CA	(661) 833-3480 (not current)
4589		Frank	Sgroi	Montebello	CA	(323) 728-7929
4612	Jammu, Inc.	Nimerta	Jammu	Granada Hills	CA	(818) 414-6531
4783	Bender Incorporated	Carl	Bender Jr	San Diego	CA	(858) 549-8862
4846		Reysond	Djuhana	Covina	CA	(626) 217-7584
4885		Evans	Oniha	Lawndale	CA	(310) 930-3407
4957	Armen Sub, Inc.	Hovik	Derashotian	La Crescenta	CA	(818) 249-9203
5049		Tom	Nassayan	Blackhawk	CA	(925) 736-1136
5163		Lop	Wong	Oakland	CA	(510) 261-5909
5175		Maria	Alarcon	Long Beach	CA	(562) 714-5917
5929	RWG Subs, Inc.	Robert	Gargani	El Dorado Hills	CA	(916) 939-7032
5932	Dhillon, Inc.	Gurpreet	Dhillon	Hollister	CA	(831) 636-0140
5945		Kevin	Chong	Northridge	CA	(818) 360-2207
5972	P & M Sidhu Investments, Inc.	Ajaipaul	Sidhu	Hayward	CA	(408) 258-1007
6115	WCI Firm L.L.C.	Eric	Ngo	San Francisco	CA	(415) 345-8601
6326		John	Tuymelyan	Canyon Country	CA	(818) 679-1744
6416	Fam Family Foods Corp.	Magda	Fam	Rancho Santa Margarita	CA	(619) 341-4585
6726		Menoua	Mirzakhanyan	Glendale	CA	(818) 624-8454
6854	Orangewood 41 Sub, Inc.	Grace	Hung	Villa Park	CA	(714) 408-6708
6892	Sangha Enterprise LLC	Davindar	Singh	Elk Grove	CA	(916) 687-3370
7087	G - Singh Fast Food, Inc.	Navreet	Thind	Garden Grove	CA	(714) 539-6842
7191	Gillbiz LLC	Jaswinder	Gill	Union City	CA	(510) 489-6136
7236		Sam	George	Clovis	CA	(209) 538-9149
7393	OC Subs, Inc	Chad	Shahin	Irvine	CA	(949) 387-9921
7464	America's Healthy Choice, Inc.	Harmail S.	Nijjar	Elk Grove	CA	(916) 683-4625
7597		Heather	Lynn	Eureka	CA	(707) 502-7957
7666		William	Ives	Eureka	CA	(707) 442-2377
7675	West Coast Subs II, Inc.	Maria	Alvarez	Madera	CA	(559) 673-5699
7743		Jatinder	Bajaj	Anaheim	CA	(714) 637-5051
7936	DEI AGAPE, Inc.	Chris	Escobar	Anaheim	CA	(714) 484-1024
8014		Vijendra	Prasad	Elk Grove	CA	(916) 714-7916

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8092	Waheguru LLC	Manjit	Bhatia	Long Beach	CA	(562) 436-1898
8119		Jon	Freels	Vacaville	CA	(707) 446-2691
8452	MELT-NOS, INC.	Michael	Davis	San Marcos	CA	(760) 798-4214
8514	Awtar Enterprises, Inc.	Amarjot	Biring	Fairfield	CA	(707) 422-1814
8936	The Mainer Group, Inc	Theresa	Mainer	Hanford	CA	(559) 584-4973
9068		Mohammed	Alam	Fontana	CA	(909) 428-7853
9074	Sundown Capital Management, LLC	Bryan	Rodriguez	Redlands	CA	(909) 389-0089
9187		Omar	Faruk	Moreno Valley	CA	(951) 656-1707
9209	Gutider, LLC	Hugo	Gutierrez	Los Angeles	CA	(323) 753-0183
9375	Khan Enterprises, LLC	Umar	Khan	Chatsworth	CA	(818) 772-1266
9501		Ana	Bonilla	Palm Desert	CA	(760) 275-5048
9526	Code 7 Subs, Inc.	Keith	Barrow	Antioch	CA	(925) 706-1606
9598	ES Roshdy Inc.	Sonja	Mahdi	West Covina	CA	(626) 964-7495
9609	PAC Foods, Inc.	John	Maida	Northridge	CA	(818) 831-2169
9955		Rafael	Sanchez	La Quinta	CA	(760) 564-9606
9973		Gina	Aguirre	Pacifica	CA	(650) 355-1545
10288	BONILLA, INC.	Ana	Bonilla	Palm Desert	CA	(760) 275-5048
10343	Piechocki Enterprises Inc	David	Piechocki	Costa Mesa	CA	(949) 734-4738
10397	ELK&K Group Inc.	Edgardo	Escobar	San Diego	CA	(619) 475-9109
10398	Nutri Food, Inc.	Mostafa	Narimanzadeh	Los Angeles	CA	(213) 820-0354
10399	Hukam Inc.	Jagjit Singh	Sammi	Fontana	CA	(909) 823-3756
10411	Yajen Investments, Inc.	Dharamesh K	Patel	Santa Maria	CA	(805) 922-6143
10482	Waylue, Inc.	Wayne	Davis	Modesto	CA	(209) 491-0730
10552	KD Nuqui Incorporated	Katherine	Nuqui	La Mesa	CA	(619) 660-8953
10605	Alex4Subs, Inc	Trudy	Alexander	Buellton	CA	(805) 688-8136
10660		Sanjeev	Srivastava	Ladera Ranch	CA	(949) 283-4052
11109	H & H Subs Two, Inc.	Justin	Hurd	Romoland	CA	(951) 246-8398
11138	F & P Alvelais LLC	Peter	Alvelais	Alhambra	CA	(909) 772-4617
11281		Sandra	Meza	San Diego	CA	(619) 424-7142
11448	Fitzroy E. Younge, Inc.	Amit	Shankar	San Bruno	CA	(650) 219-0103
11493		Mohammed	Islam	Castaic	CA	(661) 775-1634
11573		Adam	Rayess	Simi Valley	CA	(805) 579-9560
11969		Jagjit	Sandhu	Alta Loma	CA	(909) 796-5153
11974	Hamama, Inc.	Basil	Hamama	San Diego	CA	(617) 749-4456
11975	Hamama, Inc.	Basil	Hamama	San Diego	CA	(617) 749-4456
11998	Ovations Food Services, L.P.	Todd	Wickner	Lutz	CA	(813) 948-6900
12352	EATS LLC	Iris	Farnes	Mammoth Lakes	CA	(760) 937-4020
12394	Von Euw Investors, LLC	Patricia	Von Euw	San Diego	CA	(858) 792-8784
12470	Dovstar LLC	Riva	Dove	West Covina	CA	(626) 917-6383

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12639		Parvez	Sandhu	Clovis	CA	(559) 325-9347
12718		Carlos	Ruiz De Castilla	Porterville	CA	(559) 359-0583
12761		Richard	Carlson	Oak Park	CA	(818) 889-1837
12871	JC Wright, Inc.	Ragaey	Estefan	Irvine	CA	(949) 857-0722
12893	G&C Entourage Corp.	Stephen	Gallegos	Nipomo	CA	(805) 929-3427
12909		Amir	Emadi	Hayward	CA	(510) 397-0400
12992		Maryam	Eghbali	Los Angeles	CA	(310) 275-5070
13020	Nanak Inc.	Daljit	Sidhu	Rancho Cordova	CA	(916) 355-8411
13077		Jon	Freels	Vacaville	CA	(707) 446-2691
13182		Louis	Rugari	Murrieta	CA	(951) 461-9504
13238		Amir	Nawaz	Cherry Valley	CA	(951) 402-4648
13331		Daniel	Klahn	Oceanside	CA	(760) 703-6289
13452		Seth	Williams	Lockeford	CA	(209) 663-7513
10		Misty	Wise	Denver	CO	(303) 513-9801
14		Ukjin	Choi	Aurora	CO	(303) 921-6783
19	Pressco, Inc.	Lyle	Presser	Greeley	CO	(970) 352-7827
58	Falcon Financial LLC 1	Bradley	Bayless	Highlands Ranch	CO	(303) 791-2230
67		Eli M.	Hewitt	Colorado Springs	CO	(719) 213-5699
77	CSV Inc.	Shankar	Poudel	Empire	CO	(303) 569-3488
86	JTT Enterprises, Inc.	Janice	Brandeberry	Aurora	CO	(303) 680-5447
171	Advantage Holding Group, L.L.C.	Caesar	Martinez	Commerce City	CO	(303) 997-8165
524		Rachel A	Stewart	Denver	CO	(303) 725-6101
1207	ABJKJ Enterprises Two, LLC	John	DeBella	Littleton	CO	(303) 973-2151
1335	Pressco, Inc.	Lyle	Presser	Greeley	CO	(970) 352-7827
1457	M D Joz Inc.	Naheed	Joz	Denver	CO	(720) 535-4620
1930	JTT Enterprises, Inc.	Janice	Brandeberry	Aurora	CO	(303) 680-5447
2836	BCBK, Inc.	William	Weiss	Littleton	CO	(303) 730-6710
2969		Ronald	DiSaverio	Littleton	CO	(303) 738-0302
4322	Advantage Holdings Group, LLC	Jane	Stobbs	Aurora	CO	(303) 639-5767
4323	Advantage Holdings Group, LLC	Jane	Stobbs	Aurora	CO	(303) 639-5767
4925	The Reata Petroleum Corporation	Kathy	Sanger	Sterling	CO	(970) 522-1499
5710	Rockie Mountain Treats LLC	Valdonna	Watson	Littleton	CO	(303) 972-4981
6622	Daneli Ventures Incorporated	Linda	Dombkowski	Denver	CO	(303) 433-1468
8049	DU Quisine, LLC	Gurashish K	Chadha	Aurora	CO	(303) 693-2750
8196	DM Quinlan LLC	Marina	Quinlan	Brighton	CO	(303) 659-1068
8381	White Buffalo Partners LLC	Donald	Forsythe	Greenwood Village	CO	(303) 204-1145
9229	CCSC/Blackhawk, Inc.	Robert	Fiore	Black Hawk	CO	(303) 998-7712
9447	Farmoorbiz, L.L.C.	Heidi	Thurlby	Erie	CO	(303) 828-2849
9529	Copper Mountain, Inc.	Laura	Hunter	Copper Mountain	CO	(970) 968-3005

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9897	Bey & Bey, Inc.	Glen	Beyer	Pagosa Springs	CO	(970) 731-5000
11132	LJH, Inc.	Leah	Howard	Farmington	CO	(505) 324-9976
11999	Ovations Food Services, L.P.	Todd	Wickner	Lutz	CO	(813) 948-6900
12874	M&L Two Inc.	Martin	Dang	Thornton	CO	(303) 474-4616
12920	K & G Petroleum LLC.	Preet	Puri	Littleton	CO	(303) 867-6242
4123	CVR Australia, LLC	Visweswara	Chilakapati	Norwalk	CT	(281) 240-0449
5114	DMC 2, LLC	Michael	Creed	Southbury	CT	(203) 264-4270
5365	HSR Subs, LLC	Hassan	Rahman	Newington	CT	(832) 704-6549
5490		Michael	Creed	Southbury	CT	(203) 264-4270
6794	Rizvi & Sons LLC	Syed	Rizvi	Windsor	CT	(860) 219-0471
7045		James	Raymond	Burlington	CT	(860) 573-2627
8099	WesQuiz, LLC	Marcus	Blackwell	Windsor	CT	(860) 687-1123
8446		Laura	Pascarelli	Torrington	CT	(860) 618-0571
8679		Monika	Chhit	Danbury	CT	(203) 791-8427
12624	DMC 1, LLC	Michael	Creed	Southbury	CT	(203) 264-4270
12684	DMC 1, LLC	Michael	Creed	Southbury	CT	(203) 264-4270
12715	DMC 1, LLC	Michael	Creed	Southbury	CT	(203) 264-4270
12808	DMC2 llc	Michael	Creed	Southbury	CT	(203) 264-4270
12809	DMC2 llc	Michael	Creed	Southbury	CT	(203) 264-4270
12965	SA - Windham Enterprises, LLC	Ashok	Ratanaparkhi	Southington	CT	(203) 641-3793
13022	QUM LLC	Mojgan	Akhundzadeh	Trumbull	CT	(203) 268-9615
1067		Satbir	Singh	Clifton	DC	(301) 926-9605
2132	Lu Chen, Inc.	Jie	Chen	Alexandria	DC	(703) 216-2885
4928	Volume Services America, Inc	Richard	Kahn	Spartanburg	DC	(864) 598-8657
6972	I&S Enterprise, Inc.	In	Yoon	Wyoming	DE	(302) 698-0276
512	Hollywood Cafe and Diner LLC	Gopal	Rungta	Plantation	FL	(954) 588-3207
556	Elay Capital I, LLC	Oswaldo	Alvarez	Miami	FL	(305) 428-3700
1230	The Erasmus Group, LLC	Lorenzo	Lorenzo	Miami Beach	FL	(949) 793-8802
1319		Eileen	Kociela	Dade City	FL	(352) 567-5524
1319		Sahil	Modi	Wesley Chapel	FL	(813) 322-3510
1386	OC of South Florida Corporation	Omniel	Capote	Hialeah	FL	(305) 984-6646
1503	Konstellation Enterprises Corp.	Marcelo	Bottini	Cutler Ridge	FL	(305) 254-1038
1673		Anthony	Enlow	Jupiter	FL	(561) 261-9670
1729	Diya Enterprises, Inc.	Hani	Bhatt	Plantation	FL	(954) 581-8548
1790	L&J Inc. of Central Florida	Mildred	Leatherwood	Winter Haven	FL	(863) 297-5707
1943		Asim	Laiq	Miramar	FL	(954) 885-0634
1999	Doblep Investments, LLC	Reinaldo	Perera	Miami	FL	(305) 256-8314
2000	786 Subs, Inc.	Hina	Kamal	Coral Springs	FL	(954) 753-7147
2015	DAB, LLC	Dennis	Briseno	Gainesville	FL	(352) 331-7828

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2140		Franklin	Green	Brandon	FL	(813) 661-7612
2460	Toasty Adriatik Sub, Inc	Astrit	Dervishi	Naples	FL	(239) 293-3206
2677		Tomomi	Morimoto	Orlando	FL	(407) 797-6159
2729	FEQ 2729, LLC	Jerry	Miller	Jacksonville	FL	(904) 626-4746
2738	Tasty Subs, LLC	Jesus	Gomez	Miami	FL	(305) 860-3037
2820	V.R.F., LLC	Jose	Vazquez	Miramar	FL	(954) 436-7350
2923	F.V.N. Corporation	Felipe	Navarro	Miami	FL	(305) 552-1153
3036	BSI World Wide Incorporated	Marino	Radillo	Miami	FL	(305) 552-8210
3101		Mashkoor	Syed	Davie	FL	(954) 252-0618
3347		Chun Chiang	Lu	Lake Mary	FL	(407) 322-3428
3472	Angelic & Company, L.L.C.	Maria	Tapia	Quail Heights	FL	(305) 803-8226
3473	Sub of South Florida Inc.	Ivelise	Avila-Vega	Southwest Ranches	FL	(954) 680-1778
3502	Q Subs II Inc.	Francisco	Martinez	Miami	FL	(305) 207-7230
3509		Angel	Overmiller	Cocoa	FL	(321) 636-5484
3642	2Tykes, Inc.	Phil	Van Meter	Destin	FL	(850) 650-6555
3689	DEB Investments Inc.	Dale	Burnham	Hollywood	FL	(954) 433-1589
3951	CRR Enterprises, Inc.	Charles	Robinson Jr	Tallahassee	FL	(850) 284-6385
4087	Orange Van, Inc.	Phuoc	Van	Apopka	FL	(407) 310-5199
4193	Lunchbox One, Inc.	Edward	McGloin	Saint James City	FL	(239) 282-2277
4263	Investquest, Inc.	Ben	Boulet	Miami	FL	(954) 815-5678
4315		Omar	Graibe	Naples	FL	(305) 509-1155
4401		Luis	Charbonier	Tampa	FL	(813) 468-8109
4736		Karen	Sinanan	Pembroke Pines	FL	(954) 438-9096
4945	Sanford Foods, LLC	Steven	Danaher	Longwood	FL	(407) 862-9800
4950		Alka	Borkar	Saint Petersburg	FL	(727) 533-0127
5051		Michael	Fisher	Palm Harbor	FL	(727) 789-1552
5078	VoxXpress Inc	Humberto	Fernandez	Palm Beach Gardens	FL	(561) 282-6355
5193	Kymat, Inc.	Christopher	Windlan	Vero Beach	FL	(772) 794-7872
5385	D.B. AT WATERWAY, LLC	Mauricio	Urdaneta	Miami	FL	(305) 752-7374
5395		Jai	Abraham	Parkland	FL	(561) 981-5003
5450	Q Citrus LLC	Edward	Hurt	Gainesville	FL	(352) 275-4014
5543	Rancano Consulting, Inc.	Marcelino	Rancano	West Palm Beach	FL	(561) 686-8108
5760	Coastline Enterprises, Inc.	Charles	Robinson Jr	Tallahassee	FL	(850) 284-6385
5840		Mitesh C.	Patel	Fort Myers	FL	(239) 277-1370
5841	Maha Enterprises, Inc.	Aihab	Alhassan	Palm Harbor	FL	(727) 647-3366
5923	ASKK LLC	Sangiv	Patel	Indialantic	FL	(321) 779-2593
5924	ASKK LLC	Sangiv	Patel	Indialantic	FL	(321) 779-2593
6150	Rancano Consulting Inc.	Marcelino	Rancano	West Palm Beach	FL	(561) 686-8108

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6300	Q Subs Inc	Francisco	Martinez	Miami	FL	(305) 207-7230
6652		Patricia	Ballou	Sarasota	FL	(941) 957-1278
6749	Acosta Deli and Food, Corp.	Pedro	Acosta	Aventura	FL	(305) 937-2946
6956	Invermax Investments Corporation	Marcos	Nicolaidis	Weston	FL	(954) 660-0793
7168	Modern Age Subs, LLC	Jeffrey	Corliss	Dunnellon	FL	(352) 465-0809
7582	Leera LLC	Rama D.	Yalamanchili	Tampa	FL	(813) 979-6962
7630		Adriaan	Folger	Spring Hill	FL	(734) 657-9569
7657	Bindu Associates, Inc.	Sradha D.	Prasad	Royal Palm Beach	FL	(561) 793-1187
7658		Jaime	Carmona	Kissimmee	FL	(954) 447-6902
7920	R & J Subs, LLC	Julio	Gomez	Delray Beach	FL	(561) 272-1731
7926	Geeta & Arun, Inc.	Arunkumar	Patel	Yulee	FL	(732) 766-6357
8069	Vaishu Corp.	Dharmesh	Patel	Zephyrhills	FL	(813) 788-8445
8335	RSOSRO LLC	Richard	Oglenski	Boynton Beach	FL	(561) 736-3685
8821	Babylips Incorporated	Derek	Marsh	Wesley Chapel	FL	(813) 994-8006
8939	R&S Holdings, LLC	Rajakumari	Muppavarapu	Port Charlotte	FL	(941) 235-3328
8958		Yi Kyong	Kim	Tampa	FL	(813) 907-5972
9042	GUZMAN ENTERPRISES, II INC.	Julio	Guzman	Homestead	FL	(786) 229-0157
9157		Gustavo	Barbera Jr	Port Saint Lucie	FL	(954) 261-0235
9212	Deneug, Inc.	Doris Denise	Joiner	Saint Petersburg	FL	(727) 492-1582
9303		Sham	Chhabria	Riverview	FL	(727) 797-2600
9378	Faria Specialty, Corp.	Andrea	Faria	Cape Coral	FL	(239) 574-9886
9382		Rocio	Benkhatar	Sarasota	FL	(941) 927-2906
9509	KOI Enterprises, L.L.C.	Jim	Caughey	Loxahatchee	FL	(561) 795-3996
9821		Akmel	Ramirez	Sorrento	FL	(352) 357-6707
9969	L & J Inc. of Central Florida	Mildred	Leatherwood	Winter Haven	FL	(863) 297-5707
10135	Baginski Ventures, LLC	Andrea	Baginski	Estero	FL	(239) 221-7146
10372	Alyssaash, LLC	Jeffrey	Montalbano	Winter Garden	FL	(407) 654-7692
10633	Alplus Marketing LLC	Asdrubal	Lopez	Doral	FL	(786) 499-2158
10674	D'aRoc Corporation, Inc.	Janet	Caporale	Port Orange	FL	(386) 788-6299
10834		Myra	Torres	Orlando	FL	(407) 380-3508
11290		Edgar	Selaya Jr	Miami	FL	(305) 856-1389
11396	Kaan Trading LLC	Mahire	Karcilar	Wellington	FL	(954) 864-8169
11598	Indian Flavors, Inc.	Rana	Kumar	Delray Beach	FL	(954) 559-8428
11613	Seven Hills Business FDS, LLC	Vijayananda	Kambham	Tallahassee	FL	(850) 907-9363
12194	Anita Lee Investments, Inc.	Steven	Borger	Pembroke Pines	FL	(954) 981-8955
12341		Mirtha	Santana	Miami	FL	(305) 553-0259
12399	Host International, Inc.	Jon	Stentz	Bethesda	FL	(240) 694-4200
12499	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	FL	(215) 238-3206

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12500	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	FL	(215) 238-3206
12501	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	FL	(215) 238-3206
12502	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	FL	(215) 238-3206
12503	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	FL	(215) 238-3206
12504	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	FL	(215) 238-3206
12520	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	FL	(215) 238-3206
12609	Subus, Inc.	Edward	Pendleton	Orange Beach	FL	(251) 981-8432
12630	A & C ENTERPRISE, LLC	Arthur	Cedeno	Fort Myers	FL	(239) 677-7349
12653		Manish	Khullar	Jacksonville	FL	(904) 778-7135
12676	Ham and Daughters LLC	Olivia	Ham	Bascom	FL	(850) 592-1162
12693		Scott	Littlefield	Saint Petersburg	FL	(727) 244-9904
12704	Fenao Enterprises Inc.	Jose	Feliu	Miami	FL	(305) 338-6833
12802	QW Ventures LLC	Jeffrey	Holden	Lakeland	FL	(863) 644-1717
12805		Cyprian	Reid	Fort Myers	FL	(239) 826-4922
12860	QZN1, LLC	John	Jones	Marco Island	FL	(239) 394-0048
12863		Amit	Patel	Tampa	FL	(813) 453-5295
12967	JCS NATURAL SERVICES, LLC	James	Seaman	Sarasota	FL	(941) 379-9000
13093		Justin	Harris	Mary Esther	FL	(808) 392-4935
13299	MAC ASSOCIATES HOLDINGS LLC	Angela	Harris	Tampa	FL	(813) 210-0182
13304		Priti	Mahalanobis	Orlando	FL	(407) 363-7697
13910	MAC Associates Holdings LLC	Angela	Harris	Tampa	FL	(813) 210-0182
712		Kamlesh	Patel	Alpharetta	GA	(770) 442-9268
967		Amrish	Patel	Powder Springs	GA	(770) 222-0162
968	Shivam Management, LLC	Gaurav	Patel	Hapeville	GA	(404) 669-8500
1053		Jimmie	Johnson	Martinez	GA	(706) 863-9882
1089		Ashwin	Patel	Hampton	GA	(404) 479-1105
3300	Rahdon Corporation	Anthony	Johnson	Decatur	GA	(404) 284-7310
3370	S&T Sandwiches LLC	Christopher	Lowe	Macon	GA	(478) 477-4574
3569		Hiteshkumar	Patel	Cumming	GA	(678) 368-4808
3776	Jay Ventures Inc.	Babajide	Ajose-Adeogun	Rex	GA	(678) 565-6031
3807		Kye	Yi	Suwanee	GA	(770) 623-1949
3954		Wenquan	Li	Alpharetta	GA	(770) 360-7815
3955		Yoon Sik	Hong	Roswell	GA	(678) 393-1813
4161	NFP, LLC	Debra	Barley	Fortson	GA	(706) 660-0486
6311	K.J. HSU International Inc.	Ker-Chien Amy	Hsu	Duluth	GA	(618) 474-9401
6855	GURU MANAGEMENT SERVICES LLC	Hiren	Kothari	Buford	GA	(678) 714-9680

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6940	Tajpur Investments Corp.	Ken S	Khangura	Atlanta	GA	(770) 739-1921
7338	JOGN Enterprises, Inc.	Jonathan H.	Sherrod	Atlanta	GA	(404) 257-1543
7459	Circle K Stores Inc	Greg	Dean	Charlotte	GA	(704) 293-3398
7736	Toasty Foods, LLC	Thad	Carter	Douglas	GA	(912) 384-8957
8161	Icuban Enterprises L.L.C.	Azariah	Benthall	Atlanta	GA	(770) 892-4313
8283		Hiteshkumar	Patel	Cumming	GA	(678) 368-4808
8374	Philval Enterprises, Inc.	Todd	Stone	Leesburg	GA	(229) 889-0782
9041	Risky Business, Inc.	David	Dunlop	Winchester	GA	(540) 665-8116
9380	Harper Foods, Inc.	James	Harper	Bristol	GA	(312) 579-6774
9408	Emerald Ventures, Inc.	Thomas	Jordan	Evans	GA	(706) 364-4701
9620	New Eizan, LLC	Hsuan Wei	Chan	Lawrenceville	GA	(770) 513-1765
9819	Petro Stopping Centers, L.P.	J.A.	Cardwell, Jr	El Paso	GA	(912) 882-3111
9882	GIG Ventures, Inc.	Richard	Powell	Jonesboro	GA	(847) 334-2125
10080	SL Food Services L.L.C.	Ignacio	Lizardi	Alpharetta	GA	(770) 298-1972
11827		Charlie	Sheffield	Leesburg	GA	(229) 436-2442
12029	JLT FOOD ENTERPRISES INC.	John	Taylor	Ellijay	GA	(706) 635-4749
12139	LMG Food Concepts, LLC	Yasin	Shahid	College Park	GA	(404) 767-2551
12362		Abdul	Shareef	Lilburn	GA	(770) 498-2933
12390		Michael	Chu	Dacula	GA	(770) 513-4779
12476		Kamlesh	Dansinghani	Woodstock	GA	(404) 386-5295
12679		Randy	Black	Ringgold	GA	(706) 935-5669
12756		John	Lurry Jr	Kennesaw	GA	(770) 650-6705
12793	MAHADEV ENTERPRISES, INC.	Kamini	Patel	Buford	GA	(678) 482-5900
12928		Lamont	Brooks	Lithonia	GA	(404) 399-6849
13024	Mcgarity Enterprise LLC	John	Mcgarity	Loganville	GA	(678) 232-3272
13148	Tagant International LLC	Sidi	Brahim	Suwanee	GA	(678) 571-6033
13193		Albert	Ware	Jonesboro	GA	(678) 478-0109
1670		Miok	Chung	Honolulu	HI	(808) 396-8117
3575	Miyasaki Group, Inc.	Teri	Miyasaki	Pearl City	HI	(808) 456-0710
441	SOHO Enterprises, LC.	Barry	McGee	Indianola	IA	(515) 962-1482
1798	K & K Classic Subs, L.L.C.	Karla	Decker	Monticello	IA	(319) 465-5653
1929	J&B Investments, Inc.	Joe	Logan	Marion	IA	(319) 626-3587
3314		Elizabeth Ellis	Kollars	Dakota Dunes	IA	(712) 253-9699
4317		Jim	Fascher	Davenport	IA	(563) 391-1061
4750		Joseph	Berutti	Cedar Rapids	IA	(319) 560-6472
5586	SOHO ENTERPRISES, LC.	Barry	McGee	Indianola	IA	(515) 962-1482
6061	RPVS - CORP	Richard	VanEngelenhoven	Perrysburg	IA	(515) 771-2524
7205	SOHO ENTERPRISES, LC.	Barry	McGee	Indianola	IA	(515) 962-1482
8308	LeMARS Cargo, Inc.	Suanne	Steichen	Remsen	IA	(712) 786-1520

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8896	R & N Enterprises, Inc.	Teresa	Miklo	Arnolds Park	IA	(712) 332-2794
10664	Kum & Go, L.C.	James	Brandt	Des Moines	IA	(515) 226-1595
10948	10 Corp.	Daniel	Brown	West Des Moines	IA	(515) 440-6852
11353	Go Big Enterprises, Inc.	Melissa	Hanna	Spencer	IA	(712) 580-5502
11991	Ovations Food Services, L.P.	Todd	Wickner	Lutz	IA	(813) 948-6900
11992	Ovations Food Services, L.P.	Todd	Wickner	Lutz	IA	(813) 948-6900
11993	Ovations Food Services, L.P.	Todd	Wickner	Lutz	IA	(813) 948-6900
411		Edilia	Barocio	Nampa	ID	(760) 433-9166
1522	H&A Foods, L.L.C.	Harry	Cozakos	Star	ID	(208) 286-9340
4505	KLCM, LLC	David	Hales	Mililani	ID	(808) 626-3321
72	Shree Krishna Food & Services, Inc.	Usha	Patel	Skokie	IL	(847) 674-7410
90	JAG Development II, Inc.	John	Ahalt	Kokomo	IL	(630) 886-3581
203		Raymond	Koeppel	East Peoria	IL	(309) 694-7888
422		James	Whitman	Rochester	IL	(217) 498-8316
508		Lawrence	Heller	Vernon Hills	IL	(847) 680-3236
602		Anupama	Raju	Lisle	IL	(630) 428-1650
720	Shaival Inc.	Pravinbhai K	Patel	Willowbrook	IL	(630) 964-1299
1415		Dainius	Staputis	Naperville	IL	(630) 330-7030
1415	JK GENDEL ENTERPRISE INC.	James	Gengel	Crest Hill	IL	(630) 267-0886
1770	Colrimar, Inc.	Martha	Mesa	Chicago	IL	(773) 865-7044
2184	Meghpara Corporation	Amit	Meghpara	Bolingbrook	IL	(630) 771-1950
2215	W2L, Inc.	David	Wheeler	Dixon	IL	(815) 440-5487
2243		Gary	Brown	Sugar Grove	IL	(630) 466-7581
2244		Dilip	Patel	Elk Grove Village	IL	(847) 357-0170
2293		Manoj H.	Patel	Skokie	IL	(647) 983-0750
2294	Javika Inc.	Hitesh	Patel	Wheeling	IL	(867) 808-0715
2355		Pam	Kaur	Lombard	IL	(630) 268-8330
2436		Pankaj	Modi	Morton Grove	IL	(847) 329-8401
2492		Moc	Jeong	West Chicago	IL	(630) 351-9233
2507	Reina Corporation	Daksha H.	Patel	Mundelein	IL	(847) 949-9301
2508	Diastan, Inc.	Stanislav	Anbinder	Libertyville	IL	(847) 367-0866
2513		Lawrence	Heller	Vernon Hills	IL	(847) 680-3236
2569	R.A.R.R., Inc.	Robert	Sterioti Sr	Shorewood	IL	(815) 729-0009
2792	REMA, Inc	Hani	Elkhatib	Oak Lawn	IL	(708) 289-3222
3189		Bharat	Patel	Gurnee	IL	(849) 549-1822
3299	AHN Enterprises, Inc.	Junyong	Ahn	Mundelein	IL	(847) 275-2366
3349	Purani Inc.	Panna	Patel	Aurora	IL	(630) 800-1597
3352		Louis Brett	Hall	Godfrey	IL	(618) 467-1628
4676	Dharashoke, Inc.	Bhairavi A.	Patel	Streamwood	IL	(630) 497-1557

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4880		Ayman	Ibrahim	Bolingbrook	IL	(630) 627-1998
4998		Shamim	Khan	Villa Park	IL	(630) 279-3165
5539	JSRS Enterprises, Inc.	Rebecca S	Shields	Bluford	IL	(618) 732-8259
5578	Ambrose Venture Group Incorporated	Matthew	Ambrose	Rockton	IL	(815) 624-6560
6362	Q Equities, LLC I	Robert	Smith	Pittsfield	IL	(217) 285-5777
6727	Golub5 Inc.	Susan	Golubski	Belvidere	IL	(815) 885-1433
8604	Host International, Inc.	Jon	Stentz	Bethesda	IL	(240) 694-4200
9334		Michael	McVey	Monmouth	IL	(309) 836-9194
9341	Yogi Food Services Inc.	Praveen	Kollipara	Itasca	IL	(773) 290-2352
10262		Hamid	Nowroozi	Aurora	IL	(630) 851-9147
10639	A.M. Treest No. 1, Inc.	Allan	Treest	Ottawa	IL	(815) 433-9083
10641	A.M. Treest No. 1, Inc.	Allan	Treest	Ottawa	IL	(815) 433-9083
10722	Alfo Oil and Food Inc.	Andebrhan	Sebhatu	Bloomingtondale	IL	(630) 237-2529
11339	T&S Hijinx, Inc.	Tendra	Cady	Bettendorf	IL	(563) 359-4702
11773	RJD of PRINCETON LLC	Jean	Dipietro	Princeton	IL	(815) 915-8050
12222	Kabbisco,L.L.C.	Gautam	Patel	Lincoln	IL	(217) 732-4646
12815	Shree Apne, Inc.	Pratiksha	Patel	Bartlett	IL	(630) 823-8983
13085	Diamond Square Properties, Inc.	Charles	Smith	Homewood	IL	(708) 704-2838
13201	C. PUPPE, LLC	Calvin	Puppe Jr	Warrenville	IL	(630) 484-7375
	120 RR Foods, Inc.	Raveerna	Patibandla	Fishers	IN	(317) 576-0153
	569 T & V Properties, Inc.	David	Van Hoey	Yoder	IN	(260) 638-0055
	1302 KMM Sub, LLC	Kiran	Mathur	Carmel	IN	(317) 228-1157
	1747 Treidi, Inc.	Troy	Charters	West Terre Haute	IN	(812) 533-1743
	2701	Veena	Bhagwat	Schererville	IN	(219) 864-9283
	3924 JCI Enterprises, Inc.	John	Iatrides	Munster	IN	(219) 678-1477
	7429 Shree Ram Krishna, Inc.	Bhupendra	Patel	Peru	IN	(765) 473-5949
	7726 Mac's Convenience Stores, LLC	Carlos	Miranda	Twinsburg	IN	(812) 379-9227
	8551 JJP, LLC	Philip	Hartz	Tell City	IN	(812) 547-7701
	9323 JAB Ventures, Inc.	Brian	Carroll	Orleans	IN	(812) 865-3915
	9329 JJP, LLC	Philip	Hartz	Tell City	IN	(812) 547-7701
	9735 Brickhouse Subs, LLC	Jason	Pepmeier	Salem	IN	(812) 883-6037
	11119 Rangeline Properties, LLC	Ruben	Clanton	Buchanan	IN	(269) 695-1430
	12019 DDW Investments, Inc.	Dennis	Weaver	Warsaw	IN	(574) 268-2866
	12038 RAC Wagner, LLC	Andrew	Wagner	Muncie	IN	(765) 254-4110
	12813 SIAKOS, LLC	Kosta	Fegasas	Michigan City	IN	(219) 879-9761
	116 D.C.N.& H. Restaurants, Inc.	Cheryl	Schletzbaum	Wichita	KS	(316) 773-1169
	785 YMR Group, Inc.	Marie Y.	Robert	Wichita	KS	(316) 634-0828
	3914 Hungry Cats, Inc.	David	Dreiling	Manhattan	KS	(785) 537-9639
	3914 All Time Foods, LLC	Gerry	Heldrich	Shawnee	KS	(913) 441-2692

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4300	Spice Man LLC	Randall	Vierra	Shawnee Mission	KS	(913) 384-3563
4301	Spice Man LLC	Randall	Vierra	Shawnee Mission	KS	(913) 384-3563
5682	Three Q's Sub, LLC	Peter	Toll	Hoisington	KS	(620) 653-4163
6168	Hutton & Hutton, Inc.	Douglas	Hutton	Andover	KS	(316) 733-4435
10253	Volk Ventures, Inc.	James	Volk	Newton	KS	(316) 283-8661
1924	Dutton, Walker & Associates, Inc.	Charles	Walker	Paducah	KY	(270) 554-0763
3202	David Porter and Sons, LLC	Robert	Porter	Louisville	KY	(502) 241-4578
5304	GS Enterprises, LLC	Greg	Schaefer	Louisville	KY	(502) 244-3223
5550	Pillar Stone Properties, LLC	Fred	Casey	Shelbyville	KY	(502) 647-1452
7842		Mark	Moser	Woollum	KY	(606) 574-0978
8108	Host International, Inc.	Jon	Stentz	Bethesda	KY	(240) 694-4200
8586	Austin Legacy Properties, LLC	Mike	Austin	Paducah	KY	(270) 898-1408
9739	Kah's Enterprises, Inc.	Jeehyun	Lee	Lexington	KY	(859) 219-0391
10837	A-Fay, Inc.	Ayed	Faraj	Livonia	KY	(734) 762-5057
11451	Kat Jac Foods, LLC	Marsha	Miller	Bulan	KY	(606) 439-6128
12400	Host International, Inc.	Jon	Stentz	Bethesda	KY	(240) 694-4200
12403		Kenneth	Wilson	Clarksville	KY	(931) 647-5316
12682	J & S Investments, LLC	James	Vavrek	Shepherdsville	KY	(502) 543-6495
13089	CJH Enterprises LLC	CJ	Hutchison	Lawrenceburg	KY	(859) 913-0007
13425		Fred	Pelton	Glasgow	KY	(270) 678-2451
334	NJB Subs, LLC	James	Boustany	River Ridge	LA	(504) 738-2544
1051		Venkat	Yerrapraggada	Bossier City	LA	(318) 746-2975
2653	Break-Bread, LLC	Jocelynn	Tudor	Alexandria	LA	(318) 443-5458
2799	Willett Investments, LLC	Joshua	Willett	Baton Rouge	LA	(225) 751-0514
2968	Northshore Enterprises, LLC	Brian	Wesley	Folsom	LA	(985) 796-8042
4076		Johnny	McFerren	Shreveport	LA	(318) 925-6121
4587	Toasty Enterprises II LLC	Jill	Peraino	New Orleans	LA	(504) 416-0326
5876	Danna Franchises, Inc.	Mari Alice	Orgeron	Gretna	LA	(504) 391-9890
6015	Toasty Enterprises II, LLC	Jill	Peraino	New Orleans	LA	(504) 416-0326
6553	Toasty Enterprises, L.L.C.	Jill	Peraino	New Orleans	LA	(504) 416-0326
7801	QNTH Enterprises, LLC	Quang	Nguyen	Gretna	LA	(504) 301-3180
8121	Glem Foods, LLC	George W.	Haindle	Luling	LA	(985) 785-0216
8556	Randys LLC	Zona	Wainwright	New Orleans	LA	(504) 481-3412
8726	Jalaram Food, LLC	Amar	Patel	Monroe	LA	(318) 343-8286
11569	Rachal Restaurants, L.L.C.	Judy	Rachal	Farmerville	LA	(318) 368-7758
11685	Tastee Toasties, L.L.C.	Tracy	Young	Sulphur	LA	(337) 217-3669
12335	TJB34, LLC	Thomas	Brown III	Deridder	LA	(337) 462-6948
5521	Talia Operating LLC	Steven H	Gruber	Brookline	MA	(617) 959-5591
5522	Alix Foods, Inc.	Alix	Monestime	Boston	MA	(617) 319-5295

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5811	Yellow Dog Enterprises, Incorporated	Phillip	Rich	North Kingstown	MA	(401) 829-8570
5934		Littleflower	Sahayam	Westborough	MA	(508) 615-2347
5963	MPARK Corp.	Young	Park	Rehoboth	MA	(508) 223-3449
6421	Knapp Foods, Inc	Stephen A.	Knapp	North Natick	MA	(508) 545-2141
6422	Yellow Dog Enterprises, Incorporated	Robin	Rich	North Kingstown	MA	(401) 295-4623
6702	Soup or Heroes, Inc.	David	Mcgloin	Taunton	MA	(508) 821-4586
6808		Krishan	Taneja	Northborough	MA	(508) 393-0174
7109	LJ Media, LLC	Leonard J. Sr.	Mediavilla	Middlefield	MA	(860) 349-1586
7346	Chetak, LLC	Chet	Kothari	Providence	MA	(401) 641-2154
7500	JVGA Enterprises, LLC	Jose	Varghese	Westford	MA	(978) 376-5262
7682	T-Money, LLC	John T.	Magraw	Quincy	MA	(508) 668-6305
8515	Blue Tree Corporation	Xi	Jiang	Shrewsbury	MA	(508) 842-5634
9055	Alphadogs Incorporated	Robin	Rich	North Kingstown	MA	(401) 295-4623
9938	CTG Enterprises, Inc.	Carol	Greer	Upton	MA	(508) 529-6846
10201	Blue Line Blue, LLC	David	Hage	Brighton	MA	(617) 276-2446
11856	TTD CORP	Tina	Nguyen	Fall River	MA	(617) 861-5019
12490	Fontaine Marketing Group, LLC	Ronald	Fontaine	Holyoke	MA	(413) 532-7795
1569		Harry	Pappas Jr	Hunt Valley	MD	(410) 584-9192
2130	Grace Geb, Inc.	Worku	Gebreselassie	Beltsville	MD	(301) 595-7847
2877	Baytok & Martinez, LLC	Timur	Baytok	Nottingham	MD	(410) 419-6393
2929		Manuel	Ventura	Silver Spring	MD	(301) 565-6492
2929	NRH INC.	Samual	Harper	Washington	MD	(202) 320-1960
3455	Shreenathji Enterprise, LLC	Prakash M	Patel	Columbia	MD	(410) 995-1024
3628	ANK, Inc	Narender	Khullar	Hanover	MD	(410) 796-5532
4544	ANK, Inc.	Narender	Khullar	Hanover	MD	(410) 796-5532
4606		Scott	Fellner	Sykesville	MD	(410) 552-0694
4906		Keith	Hemauer	Salisbury	MD	(410) 546-4028
4907		Zeeshan	Aslam	Westminster	MD	(410) 848-2324
5916	Eastern Petroleum Corporation	Harold	Youngling	Annapolis	MD	(301) 858-5735
6546	Sun Ju, L.L.C.	Paul	Macdonald	Perry Hall	MD	(410) 248-0477
6693		Samar	Anjum	Arlington	MD	(202) 460-8761
7177	City Ridge Restaurant, LLC	Emmanuel N.	Ibewuike	Havre de Grace	MD	(410) 538-5151
8047		Beth	Rhodes	Cumberland	MD	(240) 362-7135
8111	Windriver Investments LLC	Barbara	Ham	Sykesville	MD	(410) 489-9442
8118		Navin	Khattar	Urbana	MD	(301) 874-0705
8187	Shri Ganesh, Inc.	Kinnari	Patel	Bel Camp	MD	(770) 974-2451
12263	S & L Enterprises, LLC	Scot	Lucas	La Plata	MD	(301) 392-6150
6725	SBC Enterprises, Inc.	David	Smith	Holden	ME	(207) 843-7730
9236	Mainely Sandwiches	Carlene	Lyford	Meddybemps	ME	(207) 255-3444

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1674	M & D Foodservice	Mark	Makowski	Gaylord	MI	(517) 732-9759
1935		Ravinder	Singh	Portage	MI	(269) 321-9104
2001	Canton Food Company, LLC	Dhaval	Vaishnav	Canton	MI	(734) 394-0646
2216		Maya	Patel	Southfield	MI	(248) 723-8293
2624		Maya	Patel	Southfield	MI	(248) 723-8293
2636		Suresh	Patel	Taylor	MI	(313) 388-0161
2644	KRJ Food Service, LLC	Randy	Dzierzawski	Auburn Hills	MI	(586) 899-2307
2652		Bharat	Patel	Macomb	MI	(313) 382-8443
2711	Omsai Foods, Inc.	Sai	Gogineni	Ann Arbor	MI	(734) 239-4035
2741	MQ, LLC	Jessie	Li	Canton	MI	(734) 862-1898
2860		Arvindkumar	Patel	Troy	MI	(248) 689-4143
2997		Bharat	Patel	Clinton Township	MI	(810) 226-8512
3089	J & J Stevens, Inc.	Joseph K.	Stevens	Montrose	MI	(810) 240-7719
3170	A&B Foods, L.L.C.	Amy	Van Haitsma	Hudsonville	MI	(616) 371-7020
3181	A & B Foods, L.L.C.	Brad	Van Haitsma	Hudsonville	MI	(616) 371-7020
3501	Jai Laxmi, Inc.	Kirit	Patel	Canton	MI	(248) 477-4500
3592	The Lewis Ukraine Group LLC	Mark	Lewis	Ypsilanti	MI	(734) 641-5570
3597	MAIP Fast Foods Inc.	Abdul	Mojid	Detroit	MI	(313) 892-2185
3661	SONU Enterprises, Inc.	Snehal	Patel	Brownstown	MI	(734) 379-3015
3716		Awni	Batarseh	Saint Heights	MI	(810) 997-4814
3725	NP Enterprises, Inc.	Navin	Prakash	Troy	MI	(917) 239-9406
3746		Sunita	Patel	Ann Arbor	MI	(734) 222-4177
4046	Liberty Enterprises, Inc.	Glenn	Thompson	Goodrich	MI	(586) 242-7529
4047	M&M Enterprises of Michigan, Inc.	Mark	Lambert	Livonia	MI	(734) 464-3149
4199	Carter Group LLC	Daniel	Carter Jr.	Macomb	MI	(586) 263-1317
4201	Kanan, Inc.	Purnima	Shah	Sterling Heights	MI	(586) 997-1118
4235		Rony	Mendoza	Belleville	MI	(573) 230-8542
4321		Divyesh	Patel	Inkster	MI	(734) 722-7200
4902		Dawn	Vanluven	Warren	MI	(586) 944-6852
5015	RJ Beri Corp.	Ranjev	Beri	Taylor	MI	(248) 219-5356
5184	TIJI Enterprises LLC	Tina	Lukkarinen	Holly	MI	(248) 660-4874
5535	Jedeco, L.L.C.	Dennis	Geurink	Edmore	MI	(989) 427-5057
5900	AMA Q1, LLC	Marjorie	Biga	North Street	MI	(810) 984-5146
5925	Golfway Corporation	Daniel	Demo	Swartz Creek	MI	(810) 496-6272
6012	Kruthanjna Corporation	Sudheer	Gaddam	Bloomfield Hills	MI	(248) 737-0160
6331	Argylefood Services LLC	Imad	Aoun	Dearborn	MI	(313) 730-8847
6428	A & B Foods, L.L.C.	Brad	Van Haitsma	Hudsonville	MI	(616) 371-7020
7226	SK Foods, Inc.	Sukhraj	Khaira	Sterling Heights	MI	(586) 978-8772
7229		Manal	Farha	Ann Arbor	MI	(734) 572-9419

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8163	J & G Subs, LLC	George A.	Hornberger	Pinckney	MI	(734) 878-2361
8920	Pierce Enterprises, L.L.C.	Patricia	Pierce	Durand	MI	(989) 288-5496
8920	Golfway Corporation	Daniel	Demo	Swartz Creek	MI	(810) 496-6272
10111	T & C Management Group, LLC	Anthony	Tobis	South Lyon	MI	(248) 535-1513
10266	Tellen K2, LLC	Keith	Alexander	Wayne	MI	(734) 722-1329
10319		Nayana	Patel	Macomb	MI	(248) 542-5617
11483		Jonathan	McCormack	Metamora	MI	(810) 797-4181
11603	Krisna LLC	Nikunj	Patel	Sterling Heights	MI	(586) 264-6391
11792		Fatimah	Haroon	Muskegon	MI	(231) 780-1941
12283	Zen Properties, L.L.C.	Koreen	Zenoby	Spring Lake	MI	(616) 607-8315
12785	Golfway Corporation	Daniel	Demo	Swartz Creek	MI	(810) 496-6272
12882	TIJI Enterprises LLC	Tina	Lukkarinen	Holly	MI	(248) 660-4874
954	Qwards, LLC	Matthew	Ward	Bloomington	MN	(612) 220-8110
1100	Johanneson's Inc	Keith	Johanneson	Bemidji	MN	(218) 751-9644
1217		Lynn	Pierce	Alexandria	MN	(320) 762-2712
1345	Team Stranger, Inc.	Lynette	Stranger	Farmington	MN	(651) 460-6306
1449		Keith	Johanneson	Bemidji	MN	(218) 751-9644
1535	ZIUQ, LLC	Keith	Johanneson	Bemidji	MN	(218) 751-9644
1548	HSG Enterprises LLC	James	Stroh	East Grand Forks	MN	(218) 773-2557
1780		Mike	Cassidy	Bloomington	MN	(612) 884-4389
2364	HSG Enterprises LLC	James	Stroh	East Grand Forks	MN	(218) 773-2557
2661		Scott R	Johnson	Andover	MN	(612) 986-3307
3030		Joshua	Rasmusson	Maple Grove	MN	(763) 354-8797
3283		Hiep	Pho	Spring Lake Park	MN	(651) 238-6286
3670	Todd LLC	David	Damerow	Rochester	MN	(507) 289-5962
4814		Svetlana	Zelenyuk	Eden Prairie	MN	(952) 201-6509
4864	All In. LLP	Michael	Slater	Savage	MN	(952) 440-6672
4977	Ean Chanreth Corporation	Kimnal	Ean	Eden Prairie	MN	(952) 934-3149
5462	Northlake Partners, Incorporated	John	Orsucci	Independence	MN	(763) 479-0280
5507	JWO Enterprises, Inc.	Jesse W.	Oothoudt	Little Falls	MN	(320) 632-3306
8315		Lori	Kaping	Hutchinson	MN	(320) 587-0099
9920	V&K Corporation	Ku	Vue	Rogers	MN	(763) 428-1142
13443		Chris	Erickson	Plymouth	MN	(763) 232-8046
349		Dan	Gustafson	Saint Peters	MO	(636) 939-3880
352	VJV, Inc.	Joseph	Potter	Florissant	MO	(314) 837-3103
611	Wiss Holdings, Inc	Richard	Wiss	Fenton	MO	(314) 504-0451
716		Blake	Tingle	Joplin	MO	(417) 781-3128
960		Ted	Coy	Springfield	MO	(417) 864-6061
1113		Laura	Fortuny	Saint Louis	MO	(314) 352-4057

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1182	C.M.P. Restaurants, LC	Sherry L	Price	Lees Summit	MO	(816) 554-9765
1787	Sewell Enterprises, LLC	Robert	Sewell	Lake Saint Louis	MO	(636) 561-0198
2866		David	Watsek	Imperial	MO	(619) 407-9264
3988	EPOCH Investment, Inc.	Robert J.	Casebeer	Blue Springs	MO	(816) 229-2553
4586	C.M.P. Restaurants, LC	Sherry L	Price	Lees Summit	MO	(816) 554-9765
7130	Ballwin Food & Beverage, Inc.	Mark	Holland	Ballwin	MO	(636) 394-9503
7443		Blake	Tingle	Joplin	MO	(417) 781-3128
7948	Hungry Family Inc	Mark	Davis	Fenton	MO	(314) 591-1076
8382		Bryan	Meyer	Saint Peters	MO	(636) 922-3182
9162	DNS Investors LLC	Kimberly	Bisignano	Greenwood	MO	(816) 537-7613
9289		David	Watsek	Imperial	MO	(619) 407-9264
10355		Naeem	Malik	O Fallon	MO	(636) 240-0357
11454	GPS Properties, L.L.C.	Sofia	Grewal	Creve Coeur	MO	(314) 469-5426
11572	Catch In On Inc.	Heath	Cooley	Springfield	MO	(417) 840-1780
11834	Ireland Industries, L.L.C.	Thomas	Ireland	Dawn	MO	(660) 745-3341
11918	Host International, Inc.	Jon	Stentz	Bethesda	MO	(240) 694-4200
12766	Newrent Overland LLC	Joseph	Kuenne	St Charles	MO	(314) 704-5062
1919	Oxford Subs LLC	Mark	Larson	Batesville	MS	(662) 561-0440
4058	QuizSouth, Inc.	Brooks	Hunter	Meridian	MS	(601) 693-0358
5525	Meldima LLC	Anupam	Patel	Pearl	MS	(228) 424-1794
6283		George	Glass	Ridgeland	MS	(601) 898-9778
11816		Charanjiv	Dhaliwal	Collierville	MS	(901) 853-4933
12208	Quizzesouth, Inc.	Carol	Hunter	Meridian	MS	(601) 693-0358
12418	Quizco Central, LLC	Stuart	Thornton	Meridian	MS	(601) 917-9133
125		Douglas	Wyant	Belgrade	MT	(406) 388-0882
353	Fastnet Rock, Inc.	Craig	Diettert	Missoula	MT	(406) 721-7149
770	Fastnet Rock, Inc.	Craig	Diettert	Missoula	MT	(406) 721-7149
9427	Fastnet Rock, Inc.	Beth	Diettert	Missoula	MT	(406) 721-7149
11288	Fastnet Rock, Inc.	Beth	Diettert	Missoula	MT	(406) 721-7149
201		Paul E	Mason	Oak Ridge	NC	(336) 643-8519
355		Laxmi P.	Toomu	Cary	NC	(919) 367-0571
453	Iyoob Co., Inc.	Masud	Iyoob	Raleigh	NC	(919) 449-0215
932	SAI Krupps Inc.	Reena	Kirad	Charlotte	NC	(704) 759-1744
936	OJAS, Inc.	Sanjay R.	Patel	Huntersville	NC	(704) 895-6605
1322		Sundip	Patel	Durham	NC	(919) 371-9115
1397		Probir R.	Patel	Raleigh	NC	(919) 844-8904
1505		William	Killion	Wake Forest	NC	(919) 616-1916
1855	SKS Group, LLC	Rakesh	Sethi	Concord	NC	(704) 788-9332
2127	V. Investments Incorporated	Mark	Venable	Jamestown	NC	(336) 856-9716

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2253	ABHA INC.	Ashlesh	Tripathi	Apex	NC	(919) 362-7827
2312		David	Pandoria	Charlotte	NC	(704) 759-0666
2415	DAP Investments, Inc.	Mark	Parker	Wake Forest	NC	(919) 412-2847
2942	DAP Investments, Inc.	Mark	Parker	Wake Forest	NC	(919) 412-2847
3470	M.N. Group, Inc.	Nilesh	Patel	Concord	NC	(704) 795-5105
3705	TNY, Inc.	Cuong	Nguyen	Raleigh	NC	(919) 720-1865
3953		Sanjay R.	Patel	Huntersville	NC	(704) 895-6605
4979	Nellie T. Incorporated	Jacob L.	Hedrick	Penhook	NC	(540) 576-9989
5025	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	NC	(215) 238-3206
5073	PS & J Inc.	Sang	Nguyen	Knightdale	NC	(919) 217-2612
5559	R & T of Hickory, Inc.	Mayur J	Patel	Hickory	NC	(828) 327-7149
7206		Robert B.	Legore	Hickory	NC	(828) 328-8398
8794	Sim of Carolina, Inc	Amit	Kumar	Charlotte	NC	(704) 552-9985
9180	Sakun Enterprises, L.L.C.	Manoj	Patel	Cary	NC	(919) 319-8696
9349	Dansue, Incorporated	Emily	Meyer	Mount Airy	NC	(336) 755-1091
9532	Horse Shoe Enterprises Two, Inc.	Morris	Johnson	Fayetteville	NC	(910) 764-2377
9823	The Toasted Sub, LLC	Eric	Pucciariello	Winston Salem	NC	(336) 793-0341
9981	Patel Products & Services I, LLC	Nalinkumar	Patel	Charlotte	NC	(704) 504-5825
10233	Benke, Inc	John	Benke	Wilmington	NC	(910) 686-0694
10263	SAI Enterprises, Inc.	Bhimsen	Basnet	Cary	NC	919-465-3778
10867	The EDNA Group, LLC	Angela	Powell	Burlington	NC	(336) 261-7124
10868	The EDNA Group, LLC	Angela	Powell	Burlington	NC	(336) 261-7124
11398	Dagwood Foods, LLC	Randi	Walker	Albemarle	NC	(704) 982-6342
11497	MCRY10, LLC	Michael	Hackbarth	Burlington	NC	(336) 228-6451
11703		Vu	Bui	Rock Hill	NC	(803) 366-5422
12116	Southern Shores QSub, Inc.	Nishan	Sidhu	Virginia Beach	NC	(757) 471-2898
12393	Agios Sergious, Inc.	Magdy	Khalil	Charlotte	NC	(704) 759-1840
12505	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	NC	(215) 238-3206
12521	Mydco, LLC.	Ali	Alhumaidi	Charlotte	NC	(704) 421-0593
12645	V V S Group Inc	Senthil	Selvaraj	Charlotte	NC	(704) 766-2829
12790	JSVP Corp	Jayashree	Venkatraman	Charlotte	NC	(704) 752-3919
12852	LSAA, LLC	Sami	Nafisi	Charlotte	NC	(704) 567-8424
12941	VVS Group Inc.	Vanitha	Sampathraj	Charlotte	NC	(704) 766-2829
12962	Compass Group USA, Inc.	Mike	Brandon	Columbia	NC	(573) 445-0815
13101	MOWERS DOME, INC	Walid	Abdelaziz	Charlotte	NC	(704) 806-5612
13208	Appletree Ventures, LLC	Roger	Talbert Jr	Hamlet	NC	(910) 582-4006
13265	GNS Enterprises, Inc.	Saeed	Geranmayeh	Charlotte	NC	(704) 661-3219
13297	Capital Food Ventures, LLC	Keisha	Whitt	Charlotte	NC	(919) 280-5014

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9713	A BETTER WAY ENTERPRISES, INC.	Marty	Presler	Bismarck	ND	(701) 221-0944
9714	A BETTER WAY ENTERPRISES, INC.	Marty	Presler	Bismarck	ND	(701) 221-0944
11712	MWM, Inc.	Michele	Steinke	Williston	ND	(701) 572-3510
	743 Sapp Bros. Petroleum, Inc.	Bernard	Raiter	Omaha	NE	(402) 895-2202
3151	Motsinger's Four, LLC	Kevin	Motsinger	North Platte	NE	(308) 520-1561
7141	SA JO Retail, Inc.	Scott	Johnson	Kearney	NE	(308) 234-3856
7204	QJoes of Lincoln, Inc.	Joseph	Bradley	Elkhorn	NE	(402) 289-4335
10252	Kee Enterprises, Inc	Glenn	Kee	Omaha	NE	(402) 896-5902
10368	Quizneb, Inc.	Zelan	Heller	Rogers	NE	(402) 615-1777
11120	Kum & Go, L.C.	James	Brandt	Des Moines	NE	(515) 226-1595
11182	DBMC,INC.	Bonni	Tomsu	Omaha	NE	(402) 359-1890
12312	Salt Creek Sandwiches, LLC	Spencer	Lombardo	Omaha	NE	(402) 630-3726
3833		Dwight	Ciccotelli	Rochester	NH	(603) 332-4922
6219	WSBE Wildcats, LLC	Scott	Carignan	Nashua	NH	603-682-2128
6329		Guy	Poulin	Berlin	NH	(603) 752-1840
7509	Sorarom Ventures, LLC	Dennis	Moraros	Nashua	NH	(603) 883-0684
7683		Richard	Heidt	Newmarket	NH	(603) 205-3366
9791	Paul Bouley Enterprises,LLC	Paul	Bouley	Hudson	NH	(603) 598-6237
10207		Imtiaz	Shaikh	Hooksett	NH	(603) 512-0044
11403	Irving Oil Corporation	Harry	Hadiaris	Portsmouth	NH	(603) 559-8700
11404	Irving Oil Corporation	Harry	Hadiaris	Portsmouth	NH	(603) 559-8700
13402	The Mugunda LLC	Carolyn	Oguda	Nashua	NH	(603) 521-8092
2995	NJ Mpire Inc.	Yevgeny Joe	Tabakhman	Fair Lawn	NJ	(201) 832-0151
3654	JZ Culinary Development Corp.	Kurt	Fleischer	West Caldwell	NJ	(973) 650-6274
3802	El-Jiren Manna, LLC	Ajay	Munipalee	Hightstown	NJ	(609) 308-2023
4095		Anshuman	Khanna	Chambersburg	NJ	(717) 709-1219
4265	Aim & Ambition Inc	Prachi	Patel	Berlin	NJ	(609) 731-2046
4802		Nitin	Shah	Somerset	NJ	(732) 821-9188
5123	Parshva Corporation	Ashish	Patel	Monroe Township	NJ	(732) 549-8695
5243	Purdy Street L.L.C	Louis	Cuomo	Little Ferry	NJ	(201) 401-8223
5264	Al Food LLC	Albert	Ngo	Secaucus	NJ	(201) 863-2636
5442	P W Enterprise Incorporated	Paul	Qassis	Morris Plains	NJ	(973) 580-1144
6086	Alpha QSR, Inc.	Irene	Shen	River Edge	NJ	(201) 387-1714
6771	Dynamic Subs Inc	William	Seeman Jr	Montvale	NJ	(201) 505-4804
6950	Neptune Group, Inc	Jude	Ryan	Springfield	NJ	(973) 376-1558
7225	Satom L.L.C.	Yogeshwar	Chauhan	Egg Harbor Township	NJ	(609) 457-9025
7714	MANSI GROUP INC	Nitin	Shah	Somerset	NJ	(732) 821-9188
8376	Rajiah Corp	Rajesh	Patel	Woolwich Township	NJ	(856) 241-3540

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8947	MR MACKY LIMITED LIABILITY COMPANY	Renee	Farside	Vineland	NJ	(856) 457-9126
12876	Wamba Subs LLC	Johnny	Young	Cherry Hill	NJ	(856) 229-7608
13062	ARK GROUP, INCORPORATED	Akm	Karim	Jackson Heights	NJ	(917) 513-5455
13358	Silgeo Limited Liability Company	George	Falcone	Aberdeen	NJ	(732) 673-7991
13401	QNOW INC	Anewar	Ghalib	Lumberton Township	NJ	(609) 288-6179
550	Tapasya LLC	Paul	Chandhok	Albuquerque	NM	(505) 828-1414
2272	Churchill Enterprises, LLC	Ron	Churchill	Santa Fe	NM	(505) 424-1706
4117		Barry	Bond	Farmington	NM	(505) 327-5129
9174		William	Garrison	Rio Rancho	NM	(505) 896-8131
236	Jonmar, Inc.	John	Adison	Henderson	NV	(702) 565-1063
478	Meritage Resturant Group, LLC	Andrew	McCook	Las Vegas	NV	(702) 251-9336
662		Haviv	Sharoni	Las Vegas	NV	(702) 360-4481
1104		Steven	Corbridge	Sparks	NV	(775) 626-9031
1180	Meritage Restaurant Group, LLC	Andrew	McCook	Las Vegas	NV	(702) 251-9336
1218	Vision Strategies, Inc.	Antonio	Gatto	Henderson	NV	(702) 260-8554
2107	PBKK Industries, LLC	Pedro	Sapida	Las Vegas	NV	(702) 647-2885
2280		Steven	Jeffers	Las Vegas	NV	(702) 227-8721
3010	MHK, Inc.	Howard	Kendall	Las Vegas	NV	(702) 396-3625
4207	Val Ray LLC	Valerie	Williams	Las Vegas	NV	(702) 242-0960
5417	Azar Food Service LLC	Shahin	Azarbin	Reno	NV	(775) 691-2656
5576		Haviv	Sharoni	Las Vegas	NV	(702) 360-4481
6385		Lourdes	Villanueva	Las Vegas	NV	(702) 445-7111
7234	A and A Enterprises	James	Allerdyce	Sacramento	NV	(916) 688-3985
7984	PBKK Industries, LLC	Belinda	Sapida	Las Vegas	NV	(702) 647-2885
8423	Agnes Foods LLC	Emilia Agnes	Murphy	Fernley	NV	(775) 835-6108
11388	Creative Host Services, Inc.	Mike	Brandon	Columbia	NV	(573) 445-0815
11389	Creative Host Services, Inc.	Mike	Brandon	Columbia	NV	(573) 445-0815
11822	Fallon Tribal Development Corporation	Gerry	Emm	Fallon	NV	(775) 427-9264
3618	Selden Healthy Eating Inc.	Tara	Wolin	Nesconset	NY	(631) 979-0401
3619	S.J. Park Sub Corp.	Sung	Park	Palisades Park	NY	(201) 944-1788
4102	L.I.Q. Inc.	Woo Chung	Lee	Roslyn Heights	NY	(516) 626-0485
4337	Five Corners Food Corp.	Anthony	Reda	Plainview	NY	(516) 681-5282
4387	Kamyar Corporation	Kayhan	Rahnemoon	New City	NY	(845) 639-1064
4460	Get Toasted, LLC	Edward	Fox	Smithtown	NY	(631) 361-3496
5053	CLOCKWORK SUBS, INC	Brad	Worsfold	Montgomery	NY	(845) 457-3068
5330	Loga Capital, LLC	Michael	Loga	Larchmont	NY	(917) 697-2215
5558	Bengal Enterprise Inc.	Samarendra	Dey	Valley Stream	NY	(718) 476-8940
5579		Roshni M	Patel	New Hyde Park	NY	(516) 627-3318

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5705	One ZP Corp.	John	Zoumboulis	Sleepy Hollow	NY	(914) 332-1987
5907		Kiresh	Shah	Bellport	NY	(631) 286-4746
6230	Kwiz-noz Toasted Inc.	Lillian	Tittle	Youngstown	NY	
6452	Soma People, Inc.	Sungwook	Sim	Vestal	NY	(607) 729-1765
6498	K&C Strong, Inc.	Thomas	Strong	Victor	NY	(585) 924-5161
6565	Sub-Mission, Inc.	Eric	Rosenthal	Monroe	NY	(845) 597-5827
6737		Craig	Booth	Gardiner	NY	(845) 255-4169
6862	Movin' On Of WNY, Inc.	Pamela	Erhardt	East Aurora	NY	(716) 626-0811
6872		Mandeep	Singh	Elmhurst	NY	(718) 928-4611
7332		Michael	Harrington	Troy	NY	(518) 339-0090
7517	Stevens Food Group Inc.	Robert	Stevens	Spring Valley	NY	(845) 371-2689
8140	Powhida Development Group, LLC	Dawn	Austin-Coletti	Gloversville	NY	(518) 542-5332
8155	Sharp Bros., LLC	Roger	Sharp	Saratoga Springs	NY	(518) 886-8183
8269	Erie Subs, LLC	Parvez	Sharifipour	Schenectady	NY	(518) 378-6959
8294		Barbara	Fox	Ithaca	NY	(607) 273-6155
8294		Michael	Howitt	Cortland	NY	(607) 835-6629
8735	Brooks Associates USA, Inc.	Norman	Brooks	Penfield	NY	(585) 586-6055
9578	Rochester Institute of Technology	James	Bingham	Rochester	NY	(585) 475-2383
9862	J POLK, LLC	Vicky	Polk	Webster	NY	(585) 216-9429
10307	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	NY	(215) 238-3206
10446	SMC Classics Inc.	Jerry	De Souza	Cornwall	NY	(845) 534-3559
10476	Bronx Best Eats LLC	Beatrice	Friedman	Bergenfield	NY	(917) 681-7506
10666	Lake Placid Subs, Inc.	James	Brooks	Lake Placid	NY	(518) 837-5086
10781	D.R.M.L., Inc.	Duane	Hand	Staten Island	NY	(718) 351-8363
12344	Nicely Toasted Inc.	Eric	Rosenthal	Monroe	NY	(845) 597-5827
12361	Waysos, LLC	Todd	Gurney	Canandaigua	NY	(585) 905-0011
12389		Marc	Horowitz	Suffern	NY	(845) 357-1049
12851	MDM Subs Inc.	Michael	Harrington	Troy	NY	(518) 339-0090
12851	Megan's Subs LLC	George	Hall	Richmondville	NY	(518) 294-6726
12883		Antonio	Boncordo	Loudonville	NY	(551) 608-5173
13025	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	NY	(215) 238-3206
358	RSVK Restaurants, Inc.	Richard	Coplan Jr	Medina	OH	(330) 220-1782
361	CDK One, LLC	James	Boone	Garfield Heights	OH	(216) 570-5024
362		Lincoln	Yee	Broadview Heights	OH	(440) 546-9148
367	BMOD, LLC	Daniel	Connor	Mason	OH	(513) 459-8270
492	TLCC Limited	Lynn	Ashton	Perrysburg	OH	(419) 574-4509
804	Baerer Eterprises, Inc.	Robert	Baerlack	Westlake	OH	(440) 734-7190
1800	Elifritz, Inc.	Allen	Elifritz	Dayton	OH	(937) 276-2726

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2493		Jane	Mayl	Vandalia	OH	(937) 898-2079
3047		Arvind S	Patel	Toledo	OH	(419) 292-1736
3403	SAEBYUL Inc.	Kwang	Shin	Brecksville	OH	(440) 546-1302
3662		Sankar	Reddy	Sylvania	OH	(419) 842-1990
4033		Richard	Glass	Chagrin Falls	OH	(440) 570-3879
4283		Robin A.	Gonzalez	Louisville	OH	(330) 875-4506
4658		Jasvir	Bajwa	Ann Arbor	OH	(734) 272-4091
4776		Michael	Nelko	North Olmsted	OH	(440) 263-0242
4986	Bell Stores, Incorporated	Brian	Burrow	Massillon	OH	(330) 833-8555
5183	Que Enterprises LLC	Amer	Ehsan	Ypsilanti	OH	(734) 754-9555
5209		Eugene	Gnidovec	Collins	OH	(419) 663-9395
5278		Rajendran	Sundaram	Avon	OH	(440) 937-9124
5319	VPJ Holdings, LLC	Punam	Julka	Strongsville	OH	(440) 572-4622
5502	Bluff Investments of Medina, LLC	William	Adams	Medina	OH	(330) 723-7249
5513	Bell Stores, Incorporated	Brian	Burrow	Massillon	OH	(330) 833-8555
5615		Amer	Ehsan	Ypsilanti	OH	(734) 754-9555
5819	Y City Subs II, LLC	Marjorie	Morehead	Zanesville	OH	(740) 452-4640
6316	Callaro Deli, Inc.	Peter A.	Callaro	Centerville	OH	(937) 312-1758
6490	Crumrine LLC	Jeanne	Crumrine	Newark	OH	(740) 344-2093
6631	NCL Tawfik, LLC	Osama	Tawfik	Amelia	OH	(513) 753-7177
6681		Jeanette	DeJesus	Geneva	OH	(440) 466-5311
6700	Bell Stores, Incorporated	Brian	Burrow	Massillon	OH	(330) 833-8555
6701	AMB Enterprises Inc.	Anjali	Mallik	Strongsville	OH	(440) 846-3866
6767	MTBQ LLC	Theresa	Bates	Lagrange	OH	(440) 458-4020
6984		Pamela	Shaffer	Dover	OH	(330) 343-4885
7097	Sodexho Management, Inc.	John	Nappier	Gaithersburg	OH	(484) 201-2446
7592	Vigi Investments, Inc.	Vincent	Gibaldi	Chardon	OH	(440) 821-4127
7989	JDAJ, LLC	Angela	Garleb	Pickerington	OH	(740) 964-2739
8028	Bon Appetit Management Co.	Mike	Brandon	Columbia	OH	(573) 445-0815
9348	BMOD, LLC	Daniel	Connor	Mason	OH	(513) 459-8270
9595	JWM Restaurants, LLC	James	May	Akron	OH	(330) 644-0840
10659	Captain Ron, LLC	Ronald	Canary	Munroe Falls	OH	(330) 688-4630
10861	Kooz Enterprises, LLC	Andrea	Kuzyk	Hudson	OH	(330) 650-1868
11401	Exito Enterprises, LLC	Daniel	Kuhn	Bowling Green	OH	(419) 353-4363
11860	Edrington Industries, LLC	Adam	Edrington	Loveland	OH	(513) 722-0174
12261	Kooz Enterprises, LLC	Cory	Kuzyk	Hudson	OH	(330) 655-4332
12336	NEDRONT, LLC	Todd	Norden	Napoleon	OH	(419) 598-8356
12625		Craig	Sacco	Hilliard	OH	(614) 529-7366
12812		Jon	Garver	Canton	OH	(330) 806-4626

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12850	Edrington Industries, LLC	Adam	Edrington	Loveland	OH	(513) 722-0174
12881		Kenny	Faraj	Avon	OH	(440) 937-0366
13059		Kenny	Faraj	Avon	OH	(440) 937-0366
742		Victor	Still	Mustang	OK	(405) 745-3754
1139	SDS Resources, L.L.C.	Stephen	Santee	Tulsa	OK	(907) 349-1229
1749	AM Rox, Inc.	Seyed	Alavi	Oklahoma City	OK	(405) 722-2172
2445	ZFK INC	Fareed	Khimani	Oklahoma City	OK	(405) 728-4302
2681	CBTTW Limited	Charles	Williams	Oklahoma City	OK	(405) 728-7389
3708	WB Subs, LP	Douglas	Burriss	Sapulpa	OK	(918) 248-4510
6729		Cynthia	McDaniel	Durant	OK	(580) 924-8762
7422	Smoot Enterprises, Inc.	Gary	Smoot	Oklahoma City	OK	(405) 659-8864
7526		Rakesh	Patel	Broken Arrow	OK	(918) 914-0913
8888	WB Subs, LP	Douglas	Burriss	Sapulpa	OK	(918) 248-4510
9486	ABIJ, LLC	Anish	Lukose	Oklahoma City	OK	(405) 255-7834
9487	City Restaurant Group #9487, LLC	Chris	Kopp	Norman	OK	(405) 307-9828
9844		Jason	Addison	Del City	OK	(405) 600-8076
10356	Ponca City Food Services, Inc.	Wendy	Hubler	Ponca City	OK	(580) 765-8510
10378	Smoot Foods, LLC	Gary	Smoot	Oklahoma City	OK	(405) 659-8864
10493	Smoot Enterprises, Inc.	Gary	Smoot	Oklahoma City	OK	(405) 659-8864
12069		Roger	Cupps	Ada	OK	(580) 332-0390
13179	Aramark Food and Support Services, Inc.	Jack	Wixted	Philadelphia	OK	(215) 238-3206
1147	Deschutes Classics 1147, Inc.	Terrence	O'Neil	Bend	OR	(541) 312-8568
1463	Quiz Court Management, LLC	Jessica	Michiko-Perkins	Salem	OR	(513) 881-6516
1464		Tadd	Humphreys	Stayton	OR	(503) 769-2820
1836	Quick Service Restaurants LLC	Thomas	Chambers	Portland	OR	(503) 493-3789
2039	Double Bogey LLC	Mike	Black	Damascus	OR	(503) 658-2714
2121	QCOM Management, LLC	Jessica	Michiko-Perkins	Salem	OR	(513) 881-6516
3436	Tei, LLC	Thai Quoc	Nguyen	Portland	OR	(503) 239-0720
4121		Andy G	McAnally	Pendleton	OR	(541) 276-7155
5904	MB Food Service, Inc.	Mike	Black	Damascus	OR	(503) 658-2714
6569		Jeffrey	Eagan	Portland	OR	(503) 244-0763
7639	KD Smith, LLC	Denise	Smith	Prineville	OR	(541) 447-3829
9196	Imanee, L.L.C.	Ittekhar	Ahmad	Beaverton	OR	(503) 521-1876
9758	J & C Subs, Inc.	Jason	Saponari	Dallas	OR	(971) 404-9765
9948	Family Dynamix, L.L.C.	Dennis	Burnett	La Quinta	OR	(760) 200-8865
9949	VDS, LLC	Virat	Sous	Portland	OR	(503) 234-9218
10871	Sub Dudes, Inc.	Gary	Spalter	Eugene	OR	(541) 686-4611
12905	Parkland Homes, Inc.	Danny	Buker	Gresham	OR	(503) 492-0219
1848	Nickay Corporation	Joseph	Bigar Jr	Du Bois	PA	(814) 371-4348

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1898		Eugenia T.	Mann	Pittsburgh	PA	(412) 429-8418
3560	Park Plan Development, LLC	Robert	Yannitto Jr	New Stanton	PA	(724) 309-5220
3646		Woo Chun	Jung	Lancaster	PA	(717) 293-1345
3889	Savalia Associates, Inc.	P.M.	Savalia	North Wales	PA	(215) 412-9983
4116	First Bell, Inc.	Charles	Thyne	Dillsburg	PA	(717) 432-4341
4202		Shi Man	Wong	Philadelphia	PA	(215) 331-0536
4720		Aruna H.	Patel	Sewell	PA	(856) 881-2820
4774	T D Enterprises, LLC	Todd	Davis	New Kensington	PA	(412) 848-9362
4905		Rush	McKee	Fayetteville	PA	(717) 352-3606
4990	SK Group, Inc.	Surender	Kesari	Upper Gwynedd	PA	(215) 699-3190
5090	Wamba Subs, LLC	Johnny	Young	Cherry Hill	PA	(856) 229-7608
5179	SRJT, Inc.	Richard	Gary Sr	New Cumberland	PA	(717) 938-6803
5200	Andretti Restaurant Group, LLC	Jean-Francois	Thormann	Nazareth	PA	(610) 365-0500
5201	Andretti Restaurant Group, LLC	Jean-Francois	Thormann	Nazareth	PA	(610) 365-0500
5225		Joseph K.	Krahe	Indiana	PA	(724) 463-8931
5652	Harmein, Inc.	Surinder	Gill	York	PA	(717) 600-1454
5727	Khodiar, Inc.	Hansa	Patel	King of Prussia	PA	(610) 337-3487
5875		Jeremy V	Cikovic	Scranton	PA	(570) 885-0645
5917		Frank	Schaab	Sinking Spring	PA	(610) 678-0278
6049		Jeremy V	Cikovic	Scranton	PA	(570) 885-0645
6177	Causeway North, L.L.C.	Brandi	Palmer	State College	PA	(570) 974-3376
6189	BMP Restaurant Ventures, LLC	Amit	Vyas	Langhorne	PA	(215) 768-9930
6279	QDB Concepts, LLC	Mark	Zlocki	Whitehall	PA	(570) 236-8758
6443	G&B Kline Enterprises, Inc.	Katherine	Daggett	York	PA	(717) 870-3962
6486		Chiman	Patel	Hatfield	PA	(215) 263-0550
6667		Stephanie	Horwath	Littlestown	PA	(410) 262-6008
7239	S & J Subs at Gallery LLC	Johnny	Young	Cherry Hill	PA	(856) 229-7608
7240		Lawrence	Yeung	Vineland	PA	(856) 692-0835
7681	SRJT2, Inc.	Richard	Gary Sr	New Cumberland	PA	(717) 938-6803
7896		Daniel	Grolemund	Erie	PA	(814) 456-6834
7906	Mia & Lia, Inc.	Pyongkon	Pak	Landisville	PA	(717) 898-0244
8227		Ron	Domzalski	Shavertown	PA	(570) 696-3402
9404	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	PA	(215) 238-3206
9632	Sabol Food Services, LLC	Ronald	Sabol Jr	Midland	PA	(724) 513-6222
9849	Strausser Zampetti, LLC	Lisa	Zampetti	Danville	PA	(570) 271-0343
12484	Aramark Food and Support Services Group, Inc.	Jack	Wixted	Philadelphia	PA	(215) 238-3206
12930	Crawmer Food Ventures, LLC	Keith	Crawmer	Littlestown	PA	(717) 359-8725
12955	SRJT3, Inc.	Richard	Gary Sr	New Cumberland	PA	(717) 938-6803

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13005		Paul	Kaminski	Berwick	PA	(570) 594-8349
13007	Crawmer Food Ventures, LLC	Keith	Crawmer	Littlestown	PA	(717) 359-8725
13492	Dash Enterprise, Inc.	Showmen	Barua	Upper Darby	PA	(610) 986-2986
470		Javier	Rivera	Dorado	PR	(787) 278-0277
1982		Moises	Cortes	Carolina	PR	(787) 548-9293
2131		Jaime	Rey	Ceiba	PR	(787) 594-2705
8059		Kelvin	Martinez	Moca	PR	(787) 280-1902
8663	We Are Restaurants Inc.	William	Rosario Torres	Las Piedra	PR	(739) 642-1443
9458	Camacho-Bonet Holding, Corp.	Luis	Camacho	Mayaguez	PR	(787) 265-3683
10375	H&A Sub Inc	Hector	Rivera	Hatillo	PR	(787) 896-1839
12119		Solanya	Vargas	Caguas	PR	(787) 644-7300
13319		William	Rosario Torres	Las Piedra	PR	(739) 642-1443
1658	Classic Restaurant Concepts, Inc.	Kendal L	Higgins	Greer	SC	(864) 676-0423
2740		Donald	Lehman	York	SC	(803) 517-9772
4668	4 L Foods LLC	Randall	Long	N Litchfield	SC	(843) 235-6477
4861	4 L Foods LLC	Randall	Long	N Litchfield	SC	(843) 235-6477
4862	4 L Foods LLC	Randall	Long	N Litchfield	SC	(843) 235-6477
5534		Ronnie	Windham	Florence	SC	(843) 661-6707
5669	Satyam LLC	Ketal	Patel	Greenville	SC	(864) 582-3231
6592	HOB!, Inc.	William	Swartz	Rembert	SC	(803) 713-9924
6969	Santus Subs, LLC	Terry	Santus	Beaufort	SC	(843) 522-9548
6970	Santus Subs, LLC	Terry	Santus	Beaufort	SC	(843) 522-9548
9273	4 L Foods LLC	Randall	Long	N Litchfield	SC	(843) 235-6477
9744		Charlie	McBride	Sumter	SC	(803) 481-7398
11490	Q-81, LLC	Brian	McSharry	Taylors	SC	(864) 268-4857
12242		Bhavindu	Patel	Conway	SC	(843) 365-2874
12246	LC's Subs LLC	Michael	Payne	Daniel Island	SC	(843) 509-2207
12590	Father and Daughter Enterprise, Inc.	Natasha	Sherman	Simpsonville	SC	(864) 963-1878
3884		Mark	Aughenbaugh	Brookings	SD	(605) 691-5208
5903	GI Gi, Inc.	Ramona	Irving	Fort Pierre	SD	(605) 223-2477
11122	Kum & Go, L.C.	James	Brandt	Des Moines	SD	(515) 226-1595
763	Emerald City, LLC	Joe E.	Holt	Bristol	TN	(423) 323-4533
1126		Mike	Wenke	Sevierville	TN	(865) 429-7684
1126		Kumud	Malaney	Sevierville	TN	(865) 428-6804
3180		Dileep	Mulamalla	Nashville	TN	(615) 269-4441
4203	LSJC Corporation	Shane	Webb	Crossville	TN	(931) 484-3474
7286	Allgood Incorporated	Gary	Allgood	Bristol	TN	(423) 878-6439
7299	Sexton Services, Inc.	Brian	Sexton	Knoxville	TN	(865) 693-5014
8029	Hard Eight Management, LLC	Michael	Ray	Nashville	TN	(615) 948-7552

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8030	Hard Eight Management LLC	Michael	Ray	Nashville	TN	(615) 948-7552
8221		Norman	Manning	Hermitage	TN	(615) 885-9477
10749	Fleming Hospitality Services, LLC	Nicholas	Fleming	White House	TN	(314) 486-7446
10755	Hard Eight Management LLC	Michael	Ray	Nashville	TN	(615) 948-7552
11385	HARD EIGHT MANAGEMENT, LLC	Michael	Ray	Nashville	TN	(615) 948-7552
11875		Henry	Arsenault Jr	Belfast	TN	(931) 276-2319
11877	LSJC, Corp.	Shane	Webb	Crossville	TN	(931) 484-3474
12122	Hard Eight Management LLC	Michael	Ray	Nashville	TN	(615) 948-7552
12958	J and K Subs, Inc.	Janice	Zartman	Knoxville	TN	(865) 579-6940
12969		Rajesh	Patel	Mc Donald	TN	(423) 473-7976
13026		Nirav	Patel	Antioch	TN	(615) 331-4889
378	Hughes Holdings LLC	David	Hughes	Austin	TX	(512) 292-3178
383	CANDA, Inc.	Charlotte	Russell	Annapolis	TX	(410) 571-5058
468		Guillermo	Perez	Houston	TX	(713) 426-0609
501	Vap S Incorporated	Salvador	Sequeira	Houston	TX	(281) 879-5989
511		Jefferson C.	Kim	Austin	TX	(512) 837-4021
526	Copperfield Health Food Inc.	Kashif	Mehdi	Houston	TX	(281) 858-1773
547		Zarina	Rehmani	Allen	TX	(972) 242-5765
810	South Plains Q-Subs, Inc.	Randall	Reed	Paris	TX	(903) 785-9669
830	DandS Ventures Incorporated	Micaela	Salam-Dulin	McKinney	TX	(301) 801-8525
869	Evelia I, Ltd.	Nosratolah	Ghanbarnejad	Plano	TX	(972) 964-1673
886	Nordino Foods, Inc.	Larry	Cechin	Lewisville	TX	(972) 245-9190
971	Nordino Foods, Inc.	Larry	Cechin	Lewisville	TX	(972) 245-9190
974	Dharm, Inc.	Minarkumar	Bhavsar	Richardson	TX	(972) 235-8049
1058	DFW Subs, LLC	Paresh R.	Patel	Irving	TX	(972) 402-0513
1122	Sungrace Systems, Inc.	Sunil	Bolleddu	San Antonio	TX	(210) 688-6403
1167	Doshi And Unique, L.L.C.	Anik	Doshi	Arlington	TX	(817) 244-4458
1191	Singal Source, Inc.	Sachin	Chowdhry	Pearland	TX	(713) 436-4393
1203	DandS Ventures Incorporated	Micaela	Salam-Dulin	McKinney	TX	(301) 801-8525
1320	Jarrell, Inc.	Pamela	Jarrell	Abilene	TX	(915) 695-0498
1373	Eldridge Sub, LLC	Jatinder	Singh	Houston	TX	(281) 807-7072
1387	Copperfield Management Corporation	Victor	Cheung	Houston	TX	(281) 587-0718
1563	KYBJ, Inc.	Kunsik	Lee	Pasadena	TX	(281) 487-8194
1564	KYBJ, Inc.	Kunsik	Lee	Pasadena	TX	(281) 487-8194
1589		Ronald	Smith	Dickinson	TX	(281) 337-3617
1708	Wave Dancer Holdings, LLC	Terrance	Casey	Dallas	TX	(214) 987-0882
1907		Nearyrath	Ngor	Saginaw	TX	(817) 806-8067
1952	S-Jet Southwest , L.L.C.	Richard	Staley	Missouri City	TX	(713) 825-9712
1986	Goring Corporation	Virbala	Patel	Sugar Land	TX	(281) 277-1595

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1991		Simon	Cheung	Houston	TX	(218) 631-9417
2192	S and S Q Subs, Incorporated	Stuart A	White	Weatherford	TX	(817) 419-6806
2255		Daniel	Moon	Dallas	TX	(214) 325-5000
2511	Anjney Incorporated	Jayendra	Patel	Garland	TX	(972) 530-6420
2842	Gessner Toasty Sub, Inc.	Amy	Chen	Sugar Land	TX	(281) 277-9488
2965		Kamal	Dharani	Carrollton	TX	(972) 395-0994
3223		Elsa	Grullon	San Antonio	TX	(210) 698-7721
3308	Fresquez Concessions, Inc.	Charles	Fresquez	Albuquerque	TX	(505) 884-7484
3608	Erae, LLC	Sonia	Park	San Antonio	TX	(210) 455-9613
3983		Tom	Jones	Houston	TX	(281) 256-3975
4061	Toast-It, L.L.C.	Angeli	Patel	Spring	TX	(287) 655-4153
4073		Rupesh	Patel	Garland	TX	(972) 414-5816
4573		Kent	Flowers	Austin	TX	(512) 280-6561
4732		Frank	Miers Jr	Montgomery	TX	(936) 582-1631
4777	Looking Glass Concepts, LLC	Diana	Deweese	Brazoria	TX	(979) 798-2422
4924		James	Vo	Houston	TX	(832) 469-7984
5236	Amar Solutions Inc	Ferozali	Momin	Euleess	TX	(817) 703-1012
5587		Hicham	Lahbabi	Austin	TX	(512) 343-9129
5625	Kochi Management Group LLC	Antony	Mathew	Edinburg	TX	(956) 225-9227
6420		David	Cho	Cedar Park	TX	(512) 585-5511
7103		Scott	Hanson	Austin	TX	(512) 733-2458
7324	Khanh 'n Lan LLC	Khanh	Le	Austin	TX	(512) 670-0482
7818	WM-Q, LLC	Charles	Lambrech	San Antonio	TX	(210) 820-0446
8060	Kavmel, Inc.	Navnitkumar C.	Patel	Hurst	TX	(817) 589-2778
8084		Fernando	Escarzaga	El Paso	TX	(915) 740-5122
8166	BC-Q, LLC	Jon	Sayers	San Antonio	TX	(210) 820-0446
8287	Sungrace Systems, Inc	Sunil	Bolleddu	San Antonio	TX	(210) 688-6403
9161		Vanny	Vorng	Conroe	TX	(936) 273-0827
9241	KTD Investments, LLC	Regina	Henson	Marshall	TX	(903) 923-0484
9596	Armour and Armour LLC	Evelyn	Armour	Humble	TX	(281) 852-2960
9703		Swati	Shah	Katy	TX	(281) 492-8294
10014	Pretty Boy Subs, L.P.	James	Nitschke	Benbrook	TX	(871) 249-3325
10184	PB & J Restaurants, Ltd.	Bradley	Baker	San Angelo	TX	(325) 224-2556
10223	Grand Slam, Inc.	Diep	Cantwell	Decatur	TX	(940) 627-1413
10365		Mohammad	Khan	Round Rock	TX	(512) 218-8075
10624		Ashlea	McCulloch	New Braunfels	TX	(830) 620-0053
10754		Adriana	Martinez	Laredo	TX	(956) 729-9383
11023	AME Interest, Inc.	David	Easterling	Richmond	TX	(832) 595-0538
11128		Kenneth	Drayden	San Antonio	TX	(210) 695-2421

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11129		Kenneth	Drayden	San Antonio	TX	(210) 695-2421
11204		John	Cook	The Woodlands	TX	(832) 216-9216
11212	Petroleum Wholesale Limited Partnership	John	Cook	The Woodlands	TX	(832) 216-9216
11355	JAD Ventures, LLC	Bernadette	Jorda-Bondoc	Allen	TX	(972) 678-0506
11358	Ya Basit Inc	Navin	Butt	Irving	TX	(817) 468-4974
11475	Murshid Enterprises Inc	Faisal	Memon	Richardson	TX	(972) 671-5660
11625	KGR Property Management, Inc.	Nikunj	Patel	Rockport	TX	(361) 386-0221
11657	LUBBOCK Q-SUBS, INC.	Randall	Reed	Paris	TX	(903) 785-9669
11794	Host International, Inc.	Jon	Stentz	Bethesda	TX	(240) 694-4200
11795	J. Simmons & Sons LLC	Lisa	Simmons	Houston	TX	(713) 864-5755
12107	ASALCO, L.L.C.	Arturo	Salinas Sr	Eagle Pass	TX	(830) 773-7179
12120	PHSCRUTI LLC	Tracy	Lee	Missouri City	TX	(832) 539-1861
12188		Brandi	Statum	Highlands	TX	(713) 614-0752
12209		David	Cho	Cedar Park	TX	(512) 585-5511
12338		Travis	Terry	Mission	TX	(956) 581-0272
12351		Kent	Flowers	Austin	TX	(512) 280-6561
12549	C.R.U.S.T. Food Group, Inc.	David	Lecount	Keller	TX	(817) 741-3009
12570		JoJo	Thomas	McAllen	TX	(956) 686-4515
12575	Mossaicos Gourmet Foods, Inc.	Enrique	Esteves	El Paso	TX	(915) 833-4005
12706		David	Cho	Cedar Park	TX	(512) 585-5511
12707		David	Cho	Cedar Park	TX	(512) 585-5511
12796		Kenneth	Drayden	San Antonio	TX	(210) 695-2421
12830		Suzanne	Buford	San Antonio	TX	(210) 277-0247
13014	AG Taylor & Associates LLC	Gerald	Taylor	Frisco	TX	(214) 504-8931
13090		Elizabeth	Gonzalez	Katy	TX	(281) 392-1168
13091	Copperfield Health Food Inc.	Kashif	Mehdi	Houston	TX	(281) 858-1773
13107		Barbara	Perez	Beaumont	TX	(409) 866-5139
13127		Maria	Rivera	Helotes	TX	(210) 881-9468
13172	M.H. Young Ventures Inc.	Adam	Young	Eules	TX	(817) 713-9876
13177		William	Drake	Red Oak	TX	(972) 617-4498
13243	3rd Coast Subs I, LLC	Jessie	Garcia	Corpus Christi	TX	(361) 765-0176
13244	3rd Coast Subs II, LLC	Jessie	Garcia	Corpus Christi	TX	(361) 765-0176
13249	Up In The Air Ventures, Inc.	Jeffery	Bankston	Kerens	TX	972-396-7984
13497		Joe	Satcher	Wetmore	TX	210-771-9285
574		Erik	Stromness	Riverton	UT	(891) 656-7688
575	Progressive Dining Group, LLC	Jed	Archibald	Benson	UT	(435) 881-2243
576	JLS Business Ventures Inc.	James	Schmerer	West Jordan	UT	(801) 568-3632
1500	BSOP Corporation	Lynn	Carter	Draper	UT	(801) 572-0464
1778		Richard	Elliott	Sandy	UT	(801) 572-7684

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<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee (First Name)</u>	<u>Franchisee (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
1785		Dan	Price	Brigham City	UT	(435) 723-7375
4106		Lane	Stephenson	Ogden	UT	(509) 548-0570
6798		Steve	Hansen	Saint George	UT	(435) 619-1911
9409		Mark	Nugen	Spanish Fork	UT	(801) 687-7501
9712 Cedar City Subs, L.L.C.		Theodore	Selden	Cedar City	UT	(435) 865-6490
12811 TKET Enterprises LLC		Jason	Allen	North Ogden	UT	(801) 737-9394
12904 TKET Enterprises LLC		Jason	Allen	North Ogden	UT	(801) 737-9394
2380 Global Chain Group, Inc.		Shi Yeun	Kim	Fairfax	VA	(703) 278-8651
2481		Lucero	Arnez	Annandale	VA	(703) 503-5444
3198		Kamrul	Islam	Falls Church	VA	(703) 998-9176
3450 Epiphany International L.L.C.		John	Forson	Woodbridge	VA	(571) 309-2816
3514 Furqan Sons LLC		Hasan	Noman	Warrenton	VA	(540) 347-1703
3615 Toasted LLC		Bonnie	Bolton	Mineral	VA	(540) 854-5841
4083 Punam Associates, LLC		Purnima Kiran	Patel	Virginia Beach	VA	(757) 963-2741
4532		Harsha	Patel	Chesterfield	VA	(804) 425-6473
4543		Yon Soo	Park	Springfield	VA	(703) 569-3614
4551 KBS. Q. Inc.		Rachel	Sim	Haymarket	VA	(703) 743-8320
4687 Punam Associates, L.L.C.		Purnima Kiran	Patel	Virginia Beach	VA	(757) 963-2741
5076		Dallas	Womack	Danville	VA	(434) 822-0844
5706 Watson Investments, LLC		Paul	Watson	Bluefield	VA	(304) 952-9526
5936 Pooneh II, L.L.C.		Davood	Moghadam	Virginia Beach	VA	(757) 721-2777
6275 Diversified Business Incorporated		Tapan	Mazumdar	Springfield	VA	(703) 866-9052
6821 Little City Enterprises, LLC		Mark	Vanover	Clintwood	VA	(540) 926-6301
6859		Ramesh	Patel	Norfolk	VA	(203) 665-8291
7017 AWB, LLC		Abdul	Barekzai	Ashburn	VA	(571) 434-0982
7310 DKY, Inc.		David S.	Yeon	Sterling	VA	(703) 450-4099
7661 The Q Club, L.L.C.		Frank	Salabarría	Chesapeake	VA	(757) 361-0190
8592 EAST PELICAN BAY CORPORATION		Cheryl	Jones	Carrollton	VA	(757) 238-2566
9054		Gary	Allgood	Bristol	VA	(423) 878-6439
9192		Chan	Im	Newport News	VA	(757) 369-5836
9267 G and G Enterprize LLC		Gary	Ingram	Stuarts Draft	VA	(540) 337-5082
9305 Broumax Group LLC		Farshad	Broumand	Fairfax	VA	(703) 543-6758
9403 New Core, LLC		Jamie	Shin	Herndon	VA	(703) 689-2098
9499 Dual Images LLC		Michael	Bolden	Williamsburg	VA	(757) 259-0908
10003 A & O Enterprises Inc		Jeffrey	Gore	Farmville	VA	(434) 392-6906
10579 Riverton Subs, LLC		Wade	Holloway	Front Royal	VA	(540) 635-2969
11862 Ranjer Foods LLC		Randall	Tabor	Virginia Beach	VA	(757) 496-6568
12494		Mehdi	Zomorodian	Vienna	VA	703-281-0059
12568 Quixotic Ways LLC		Edwin	Fernandez	Culpeper	VA	(540) 829-2336

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<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee (First Name)</u>	<u>Franchisee (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
12696		Gary	Ingram	Stuarts Draft	VA	(540) 337-5082
12740	Living Star Enterprise, Inc	Ki	Kim	Burke	VA	(703) 978-2207
13102		David	Vickers	Leesburg	VA	(703) 909-6643
8454		Jayshree	Patel	Lowell	VT	(978) 452-1795
8684	SV Group L.L.C.	Vijayalakshmi	Pammi	Manchester	VT	(802) 362-8198
	225 Dahan Group, LLC	Dick	Twu	Federal Way	WA	(253) 874-4940
	944 Hansen Ventures, LLC	Lisa	Hansen	Moses Lake	WA	(509) 760-0230
1045		Sophia	Ding	Seattle	WA	(206) 522-2553
1315	SDK Corporation	Debbie	Kim	Bellevue	WA	(425) 378-0531
1417		Kahkashan	Parveen	Kirkland	WA	(425) 822-1133
1444		Harkawal	Chatha	Renton	WA	(425) 917-8335
1554		Karim	Khimani	Morganville	WA	(732) 536-0192
1871	Jenkins Endeavor, LLC	Talia	Nelson-Jenkins	Bremerton	WA	(360) 478-5951
2038		Leeanna	Mao	Lakewood	WA	(253) 588-3718
3287		Varinder	Khaira	Everett	WA	(425) 338-5981
3373	T-Fun-D, Inc.	Amie	Lock-Tse	Seattle	WA	(206) 794-0733
3559		Richard L.	Green	Lakewood	WA	(253) 588-8683
4222		Leeanna	Mao	Lakewood	WA	(253) 588-3718
4270		Heriberto	Salazar	Tacoma	WA	(253) 475-0554
4275	Megha Enterprises Inc.	Sonia	Kakar	Bothell	WA	(425) 402-7132
5222		Su	Lee	Seattle	WA	(206) 706-0753
5288	B J & R Enterprises, Inc.	Bette Jo	Masella	Gig Harbor	WA	(253) 858-6001
5942		Michael	Buzzard	Mount Vernon	WA	(360) 336-1618
6993	Jasa Jade Subs, Inc.	Anthony	Lo	Silverdale	WA	(360) 271-2940
7186		Cuong	Nguyen	Renton	WA	(253) 632-0675
7284	Jasa Jade Subs, Inc.	Anthony	Lo	Silverdale	WA	(360) 271-2940
8218	Tisay Foods, Inc.	Laurence	Anderson	Spokane	WA	(509) 487-0412
8642	Liao Investments L.L.C.	Chris	Liao	Seattle	WA	(206) 722-8002
8725		Iksin	Lee	Bothell	WA	(425) 345-2562
9624		Wael	Kouttainay	Lynnwood	WA	(425) 771-3246
9970		Sanga	Viryincy	Bothell	WA	(425) 488-4084
12771	Ridhi Enterprise Inc	Sonia	Kakar	Bothell	WA	(425) 402-7132
1616	R V Holdings, LLC	Purvi	Rao	Racine	WI	(262) 697-0392
1656	Veer Dev Corp.	Nimesh I	Patel	Des Plaines	WI	(847) 452-3955
2337		Jay	Schleis	Cameron	WI	(715) 458-4582
4197	Maulik Enterprises LLC	Anilkumar	Patel	Elkhorn	WI	(262) 723-2955
5125	Quizbros 5125, LLC	Scott	Vesterstein	Duluth	WI	(218) 393-1111
5329	Sai Ram Inc.	Usharani	Reddy	Waukesha	WI	(262) 513-9692
5943	Hug Holdings LLC	Rachel	Mackie-Hug	Waukesha	WI	(414) 350-4132

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6030	Matherne Enterprises, LLC	Justin	Matherne	Lake Geneva	WI	(414) 248-2776
6921	Sub Ops Inc.	Joseph	Venable	Janesville	WI	(608) 363-0125
7040		Craig A.	Shodeen	Geneva	WI	(630) 232-9159
7905	Wepking Enterprises, LLC	Vicki	Wepking	Allenton	WI	(262) 629-4071
8021	T and T Subs, Inc.	Jennifer	Carey	Sheboygan Falls	WI	(920) 467-1929
8150	Khurana Enterprises LLC	Gaganjot	Khurana	Brookfield	WI	(262) 373-0517
8685		Jean	Dembroski	Hudson	WI	(715) 222-2711
8960		Rajeswari	Venkatesan	Madison	WI	(608) 240-4704
9851	Host International, Inc.	Jon	Stentz	Bethesda	WI	(240) 694-4200
10283	Sub Ops Inc.	Joseph	Venable	Janesville	WI	(608) 363-0125
11913	MACBEN, LLC	Mario	Peralta	Pleasant Prairie	WI	(262) 697-0115
5649	GLA Enterprises LLC	Garry	Ayers Sr.	Sandstone	WV	(304) 466-1370
6395	JMT&G Entrepreneurial Endeavors, LLC	Jeremy	Throckmorton	Winchester	WV	(540) 247-3632
8118	A. & J. Spanos LLC	Annitsa	Spanos	Harpers Ferry	WV	(304) 725-3829
1519	Pressco, Inc.	Lyle	Presser	Greeley	WY	(970) 352-7827
3196		Bill	Gates	Cody	WY	(307) 527-5212

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**AREA DIRECTORS WHO HAVE LEFT
THE SYSTEM OR NOT COMMUNICATED**

AS OF DECEMBER 31, 2010

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

QFA (Unit)
Ex. E (Part 2) – ADs Who Left System (03/2011)

AREA DIRECTORS WHO LEFT THE SYSTEM DURING THE PERIOD 1/1/2010 - 12/31/2010

Area Director Company Name (If applicable)	Area Director Contact	Area Director City	Area Director State	Area Director Zip	Area Director Phone
JBB Restaurant Group, Inc.	Mark Shlansky	Hialeah	FL	33010	(305)884-0050
Classic Foods, Inc.	John Guida	Chicago	IL	60605	(219)629-0471
Continental Development of Detroit LLC	Ardag Tachian	Novi	MI	48735	(248)380-5712
	Scott Adams				
Continental Development of Flint LLC	Ardag Tachian	Novi	MI	48735	(248)380-5712
	Scott Adams				
Continental Development of Grand Rapids LLC	Ardag Tachian	Novi	MI	48375	(248)380-5712
	Scott Adams				
Continental Development of Toledo LLC	Ardag Tachian	Novi	MI	48735	(248)380-5712
	Scott Adams				
ROC Corporation	Rob Tobias	White Plains	NY	10604	(212)375-1929
Condor of Raleigh, LLC	Dick Ren	Holly Springs	NC	27540	(919)773-2180
	John Dawson				
Zita Inc.	Jarrood Brooks	Mt. Pleasant	SC	29464	(843)884-8997
	David Brooks				
	Marci Brooks				
Texas Family Foods, LLC	Bill Roberts	Pleasanton	TX	78064	(210)241-8999
GJW Enterprises, Inc.	George Waldron	Mobile	AL	36693	(251) 602-1994
Vahle Development, LLC	Charles Vahle	Williamsport	MD	21795	(301) 223-7878
Sixty-Ten, LLC	John Fitchett	Williamsburg	VA	23188	(804) 874-1560

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**FRANCHISEES WHO HAVE LEFT THE SYSTEM
OR NOT COMMUNICATED
(WITHOUT OPENING RESTAURANTS)**

FOR THE PERIOD FROM JANUARY 1, 2010 THROUGH DECEMBER 31, 2010

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee Contact (First Name)</u>	<u>Franchisee Contact (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
12369	RBS Group LLC	Mohammed	Islam	Montgomery	AL	(407) 832-6034
12401		Edward	Pendleton	Orange Beach	AL	(251) 981-1451
13332		Andrew	Postell	Birmingham	AL	(205) 231-2819
13408		George	Tolar	Morris	AL	(205) 680-3830
4703		Scott	Chamberlain	Chandler	AZ	(480) 225-4070
9088	Kostiw Enterprises LLC	Erick	Kostiw	Surprise	AZ	(623) 544-3342
10313	MPQ, LLC	David	Mullin	Maricopa	AZ	(520) 568-6662
12353		Dinakant	Patel	Phoenix	AZ	(602) 943-7827
12366	EDD 3, LLC	Duane	Livingston	Scottsdale	AZ	(309) 692-0742
12873		Grant	Shaw	Casa Grande	AZ	(520) 560-5161
13010	D.R.S. Development L.L.C	Dale	Slaughter	Tucson	AZ	(520) 405-8329
13298		Michael	Greenberg	Phoenix	AZ	(770) 846-4367
13560		Fe Zinnia	Nowack	Phoenix	AZ	(602) 803-3460
13561		Jeremy	Crawford	Glendale	AZ	(623) 533-6152
5048		James	Kemp	Lakeport	CA	(707) 279-0262
7961		Barton D.	Klatt	San Diego	CA	(619) 582-8898
8943		Hector	Medina	Bakersfield	CA	(661) 391-8200
10553		Jon	Brattland	El Cajon	CA	(619) 884-1532
11817		Sonia	Sauseda	Galt	CA	(209) 744-1445
11849		Michael	Moore	Laguna Niguel	CA	(714) 920-9858
11872		Richard	Dodge	Reedley	CA	(559) 250-0594
12638	M. and P. O'Dwyer, LLC	Michael	Odwyer	Gilroy	CA	(408) 842-4202
12826	RAJNEET ENTERPRISES, INC.	Kuldeep	Sawhney	Irvine	CA	(562) 692-6600
12856	Papa Peanut Companies, Inc.	Matthew	Burry	Morgan Hill	CA	(408) 776-0100
12857	Papa Peanut Companies, Inc.	Matthew	Burry	Morgan Hill	CA	(408) 776-0100
12859	Papa Peanut Companies, Inc.	Matthew	Burry	Morgan Hill	CA	(408) 776-0100
12984		Grace	Hung	Villa Park	CA	(714) 408-6708
13058		Pedro	Apolinar	Nipomo	CA	(805) 450-6366
13114		Tejwant	Thind	Fremont	CA	(510) 226-0349
13138	Glenbarr, Inc.	Eugene	Kealer	Culver City	CA	(818) 519-4727
13187		Dharmika	Ganhewa	Irvine	CA	(714) 508-6402
13188		Peter	Tran	San Jose	CA	(408) 204-4451
13219		Sunny	Puri	Long Beach	CA	(562) 261-3585
13230	Otal, LLC	Harmanjit	Otal	Carson	CA	(818) 288-0346
13231		Daryl	Beckom	Los Angeles	CA	(323) 216-6777
13239		Jose	Coronel	San Jose	CA	(408) 691-7543
13259		Jason	Lee	Fremont	CA	(415) 680-5156
13261		Rajnish	Sawhney	Hayward	CA	(415) 671-9233

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13283		Josiefe	Demattos	Brawley	CA	(760) 587-3766
13311		Phil	Leighton	Napa	CA	(707) 363-9734
13321		Kamal	Singh	Simi Valley	CA	(818) 261-2746
13325		Yuriy	Butayev	West Sacramento	CA	(916) 375-1662
13341		Eric	Ezeuka	Winnetka	CA	(818) 773-0023
13343		Jeri	Kremer	Torrance	CA	(310) 798-1700
13349		John	Dokimos	Sacramento	CA	(916) 604-2901
13350	EXPRESS GIFTS WHOLESAL, INC.	Fouad	Hadavi	Tustin	CA	(714) 730-0260
13351		Chitralekha	Pasi	Anaheim	CA	(714) 998-8548
13361		Ethel	Dijamco	Santa Clarita	CA	(661) 803-8692
13362		Manish	Singh	Cornell	CA	(818) 879-0860
13363		Nkem	Ezeuka	Winnetka	CA	(805) 526-0314
13434		Steven	Wideman	Turlock	CA	(510) 430-3427
13457		Julian	Cook	Chula Vista	CA	(619) 602-8716
13459		Karl	Montiel	Garden Grove	CA	(714) 530-7135
13463		Sunny	Puri	Long Beach	CA	(562) 997-2888
13465		Daniel	Margetts	Los Angeles	CA	(213) 596-9306
13467		Todd	Nakaya	Riverside	CA	(951) 235-2116
13507		Lisa	Araujo	San Bernardino	CA	(909) 702-3579
13508		Benjamin	Toufer	Woodland Hills	CA	(213) 568-5800
13514		Celeste	Calubaquib	Glendale	CA	(213) 241-3052
13516		Fatemeh	Barani	Santa Monica	CA	(310) 396-3200
13529		Hawk	Khondakar	El Cajon	CA	(619) 447-2283
13578		Sheila	Todd Swain	Carson	CA	(310) 549-6579
13580	R.M.N. PRODUCTIONS INC.	Rajinder	Uppal	Olivehurst	CA	(530) 821-0388
13612		Yao Wen	Yeh	Hacienda Heights	CA	(626) 839-3798
13736		Parmjit	Bassi	Windsor	CA	(707) 573-6790
12183	Wyatt Family Enterprises, LLC	Gwen	Wyatt	Colorado Springs	CO	(719) 548-4445
13292		Steve	Dorman	Littleton	CO	(720) 283-8476
13379		Jagdish	Khatter	Aurora	CO	(303) 617-6578
13386		Sanford	Tillman	Fort Lupton	CO	(303) 857-6189
13451		Steven	Nylander	Parker	CO	(303) 840-6282
13598	Aspen Subs LLC	Maximillian	Nickelsburg	Divide	CO	(972) 832-4186
13800	DL Worth & Son	Daniel	Worth	Littleton	CO	(303) 783-4782
6366		Scott P.	Ling	Middletown	CT	(860) 344-9919
7607		Rich	Varrato	Meriden	CT	(203) 238-4776
7608		Rich	Varrato	Meriden	CT	(203) 238-4776
12845	DMC 2, LLC	Michael	Creed	Southbury	CT	(203) 888-9771

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12846	DMC 2, LLC	Michael	Creed	Southbury	CT	(203) 888-9771
12847	DMC2 LLC	Michael	Creed	Southbury	CT	(203) 888-9771
13416		Ernest	Bello	Greenwich	CT	(203) 869-6264
7163		Mohammad	Khan	Washington	DC	(202) 289-3594
8784		Duc T	Nguyen	Bear	DE	(302) 832-2196
13307	Atlantic Acquisitions, LLC	Emmanuel	Tyner	Newark	DE	(302) 292-1011
6831	CFL FOOD ENTERPRISES, LLC	Alejandro	Pineiro	Clermont	FL	(352) 241-9557
6851	Nolen Holdings, Inc	Cindy	Nolen	Odessa	FL	(813) 920-6900
6973	McJon, LLC	John	McCarthy	Stuart	FL	(561) 650-6821
7184		Elisa B	Whitehall	Wellington	FL	(561) 333-2738
8893		Kristi M	Lewis	Saint Cloud	FL	(407) 836-3111
10047		Robert	Dyer	Pensacola	FL	(850) 474-6565
10124	KB Sunshine Inc.	Mervyn	Beckles	Kissimmee	FL	(407) 846-0472
10373	Alyssaash, LLC	Jeffrey	Montalbano	Winter Garden	FL	(407) 654-7692
10716	Bricyn, Inc.	Brian	Murphy	Miami	FL	(305) 232-3094
10941	Futch Enterprises, Inc	Daryll	Futch	Palatka	FL	(386) 325-5640
11215		Robert	Aberly	Glen Saint Mary	FL	(904) 259-4411
12346	Modern Age Subs, LLC	Danielle	Corliss	Dunnellon	FL	(352) 861-5711
13149		John	Lowe	St Cloud	FL	(407) 460-2630
13152		Sandra	Villada	Pompano Beach	FL	(954) 592-7038
13154		Randal	Gerber	Riverview	FL	(813) 425-5656
13166		Michelle	Goldsmith	Fleming Island	FL	(904) 375-1079
13203		Michael	Alonzo	Clearwater	FL	(868) 680-2476
13211		Syed	Ahmed	Land O Lakes	FL	(407) 858-1540
13242		Guy	Demuro	Longwood	FL	(407) 331-5279
13263		Ashokkumar	Patel	Sanford	FL	(407) 688-8928
13303		Rafael	Fernandez	Orlando	FL	(848) 260-7608
13306		Dennis	Sclafani	Citrus Ridge	FL	(772) 360-7260
13315		Harold	Miller	Melbourne	FL	(321) 725-5190
13318		Younghwan	Oh	St Petersburg	FL	(850) 980-4411
13326		Mark	Rathbun	Winter Springs	FL	(407) 971-1967
13365		Vipinchandra	Patel	Winter Haven	FL	(205) 283-6664
13373		Ruth	Nehme	Pompano Beach	FL	(954) 545-2721
13384		Vito	Damore	Hernando	FL	(352) 270-8313
13407		Terry	Riney	Tampa Palms	FL	(813) 221-5625
13413		Denise	Laforce	Boynton Beach	FL	(561) 739-8108
13415		Ted	Baker	Jacksonville	FL	(904) 766-9283
13422		Sudesh	Banskota	Fernandina Beach	FL	(904) 596-7133

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13436		Juan	Hernandez	Tampa	FL	(813) 789-9878
13441		Philippe	Langelier	Tampa	FL	(813) 915-5861
13498		Eyad	Samn	New Smyrna Beach	FL	(407) 529-8895
13506		Terry	Clay Sr	Jacksonville	FL	(904) 309-3453
13548		Wendy	Blount	Pembroke Pines	FL	(954) 538-6903
13591		Jamila	Ogla	Tampa	FL	(813) 964-9129
13609		Waleed	Aldameth	Oviedo	FL	(407) 615-4314
13681		Vijay	Paul	Odessa	FL	(813) 746-8231
13725		Natalia	Draghi	Miami	FL	(305) 305-6430
13815		Evan	Nissinoff	Port St Lucie	FL	(772) 781-0097
13820		Hamed	Barrie	Orlando	FL	(407) 341-3332
12371	LMG FOOD CONCEPAT, LLC	Yasin	Shahid	College Park	GA	(678) 770-8235
12936		Ronald	White	Fayetteville	GA	(770) 719-1115
13064		Kamlesh	Dansinghani	Woodstock	GA	(770) 218-8148
13071	M.A.F Enterprises, Inc.	Maurice	Florence	Mcdonough	GA	(770) 389-0542
13113		Dominick	Roselli	Augusta	GA	(706) 922-5480
13254		Steven	Brooks	Alpharetta	GA	(770) 664-2603
13295		Alexandrite	Lee	Alpharetta	GA	(770) 905-3875
13366		Michael	Briley	Bridgeboro	GA	(229) 395-3789
13369		Pravin	Thakkar	Douglasville	GA	(678) 907-2159
13620		Candice	Bucknor	Powder Springs	GA	(770) 943-5055
13729	Kline Enterprises Group, LLC	Albert	Kline	Adairsville	GA	(770) 514-7844
10930		Joseph	Berutti	Cedar Rapids	IA	(319) 298-1795
12181	Gott It! LLC	Nathan	Gottschalk	Ottumwa	IA	(641) 680-2653
13796		Brian	Newman	Caldwell	ID	(508) 453-8213
7437		Charles	Grachan	Lockport	IL	(815) 469-4999
11187		Patrick	O'Mahoney	Ottawa	IL	(815) 579-0001
13142		Jeffery	Johnson	Chicago	IL	(273) 772-3690
13398		Syed	Abbas	Willow Springs	IL	(708) 839-2559
13426		Mike	Li	Palatine	IL	(847) 485-9428
13428		Hector	Hernandez	Wauconda	IL	(847) 865-3009
13444		Jabari	Mahdu	Lisle	IL	(630) 461-4848
13501		Maitali	Patel	Bolingbrook	IL	(630) 890-2047
13571		Aula	Abdeen	Chicago Ridge	IL	(708) 257-6583
13652		Saifullah	Sheikh	Weschester	IL	(708) 409-1075
13657		Audrey	Schifo	Harwood Heights	IL	(847) 322-4567
12472		Jasdeep	Nijjer	Fishers	IN	(317) 773-5464
12556		Harminder	Dhariwal	Elkhart	IN	(574) 262-1742

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<u>Store Number</u>	<u>Franchisee Company Name</u>	<u>Franchisee Contact (First Name)</u>	<u>Franchisee Contact (Last Name)</u>	<u>Franchisee City</u>	<u>Franchisee State</u>	<u>Franchisee Phone</u>
11835	R Q1 Subs, Inc.	Tracie	Retter	Shawnee	KS	(913) 351-9926
12204	Hungry Cats, Inc.	William	Wise	Lawrence	KS	(785) 760-1421
12205	Hungry Cats, Inc.	William	Wise	Lawrence	KS	(785) 760-1421
12206	Hungry Cats, Inc.	William	Wise	Lawrence	KS	(785) 760-1421
12462	RQ1 Subs, Inc.	Tracie	Retter	Shawnee	KS	(913) 351-9926
12444	Kentucky Subs, LLC	John	Tyler	Louisville	KY	(502) 645-2056
13344		Mafaz	Ansar	Glasgow	KY	(270) 814-1275
13547		Blazan	Mijatovic	Lexington	KY	(859) 523-9725
11295		David	Mondebello	Hammond	LA	(985) 902-8383
12539	R&B Enterprises, LLC	Stephen P	Bienvenu	Youngsville	LA	(337) 856-9568
8180		James R.	Cross	Sturbridge	MA	(860) 513-2879
13446		Victor	Abousetta	Shrewsbury	MA	(508) 751-6727
6265		Shamsheesh	Suhas	Annapolis	MD	(410) 320-4961
10807		Norbert	Torres	Leonardtown	MD	(711) 489-4095
10812		Norbert	Torres	Leonardtown	MD	(711) 489-4095
12065		Farag	Moussa	Rockville	MD	(301) 424-0226
12164		Rodyssieus	Joiner	Temple Hills	MD	(301) 899-7464
12553		Ma	Min	Jessup	MD	(301) 317-7821
13430		Penafancia	Caraang	Calverton	MD	(301) 931-7133
7882	J&D Quality Enterprises, LLC	Joe M.	Gibson	Rockland	ME	(207) 621-8646
12360		Timothy	Birmingham	Holden	ME	(207) 843-7730
10437	QZ, Inc.	Laura	Fortner	Iron Mountain	MI	(906) 774-5880
12102		Robert	Stepp	Tipton	MI	(517) 263-8855
13673	Jai Meldi Corporation	Sanjay	Patel	Flint	MI	(810) 731-1398
11455		Sofia	Grewal	Creve Coeur	MO	(314) 469-5426
12908	TOASTY INVESTMENTS, LLC	Jeffrey	Weaver	Saint Robert	MO	(573) 341-3278
13575		Susan	Hunt Bradford	kirkwood	MO	(314) 984-7535
12422		Rosemarie	Rakowski	Greensboro	NC	(336) 324-0384
12452		Vernita	Smith	Charlotte	NC	(203) 996-4474
13006		Katie	Lamb	Hendersonville	NC	(828) 692-8333
13240		Keith	Walters	Advance	NC	(336) 940-2380
13521		Steven	Atkinson	Oak Ridge	NC	(336) 580-2108
3434		Irving	Brothman	Livingston	NJ	(973) 610-8155
3435		Irving	Brothman	Livingston	NJ	(973) 610-8155
4793		Manisha	Patel	Hillsborough	NJ	(609) 520-2020
5324		Meena C.	Parikh	North Bergen	NJ	(201) 601-2971
5443		Kalpesh T.	Master	Princeton Twp	NJ	(732) 329-0979
5488		Nisha S.	Bhansali	Somerset	NJ	(732) 387-3112

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5489		Bhanu	Desai	Dayton	NJ	(609) 633-7386
5512		Maureen M.	Forrester	Madison	NJ	(973) 377-1481
5855	Tawa Hospitality Group LLC	Puja	Lal	Denville	NJ	(973) 328-0119
5856	Tawa Hospitality Group LLC	Puja	Lal	Denville	NJ	(973) 328-0119
6126		Hemlatta S.	Patel	Piscataway	NJ	(908) 561-0717
8073		Manjit	Parmar	Matawan	NJ	(732) 290-8447
8074		Manjit	Parmar	Matawan	NJ	(732) 290-8447
8127		Anthony	Bonanno	West Caldwell	NJ	(973) 884-1700
8509	Sub Law LLC	Claudine	Liss	Montclair	NJ	(973) 890-1819
8510	Sub Law LLC	Claudine	Liss	Montclair	NJ	(973) 890-1819
11496		Bridget	Prosperi	Bloomfield	NJ	(973) 338-0664
12545	AG Nisbeth Enterprises, LLC	Arthur	Nisbeth	South Orange	NJ	(516) 384-3447
13533		Ami	Inkawa	Manalapan Twp	NJ	(732) 446-0600
13567		Sukhvir	Thind	Burlington	NJ	(609) 724-6685
13602		Josephine	Komey	Parsippany	NJ	(973) 560-9115
13605		Ajaykumar	Shah	Bridgewater	NJ	(908) 754-5861
13765	Herman Marketing Group, Inc.	Bennett	Herman	Farmingdale	NJ	(732) 938-3278
9175		William	Garrison	Rio Rancho	NM	(505) 867-0646
10914	Blaze Enterprises, Inc.	Becky	Bond	Farmington	NM	(505) 324-6719
12304		Roberta	Marquez	Albuquerque	NM	(505) 323-0058
12315	Tapasya, LLC	Simmi	Chandhok	Albuquerque	NM	(505) 828-1414
11310	Tempest International Group USA, LLC	Ming	Hart	Henderson	NV	(702) 914-1950
11311	Tempest International Group USA, LLC	Ming	Hart	Henderson	NV	(702) 914-1950
12431		Harry	Sidhu	North Las Vegas	NV	(702) 648-3899
12483	L&V Ceballos, LLC	Veda	Ceballos	Pahrump	NV	(775) 537-2229
13165		Suren	Melikyan	Las Vegas	NV	(702) 588-3813
13241	WARIS INCORPORATED	Deep	Kaur	Reno	NV	(775) 788-2919
13411		Valerie	Landau	Henderson	NV	(702) 405-0499
5373	Prasad Management Group Inc.	Samuel	Prasad	Huntington	NY	(631) 368-8130
6138		Andrzej	Sliwowski	Islip	NY	(631) 581-7577
7479		Tim	Miller	Fulton	NY	(315) 445-0499
7654		Joanne	Won	Highland	NY	(914) 489-6311
8375		Daniel	Swatling	Clifton Park	NY	(518) 371-2369
10416		Kulwant	Singh	Fresh Meadows	NY	(917) 903-3371
10714		Michael	Iannone	Washingtonville	NY	(845) 496-4917
11300		Alfred	Ponzini	Carmel	NY	(845) 483-7849
12117	Antosa Enterprises, LLC	Gilberto	Morrison	Yonkers	NY	(914) 376-2791
12458		Vincent	Kennedy	Roosevelt	NY	(516) 771-2456

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13209		Furdowse	Nazir	Glenville	NY	(518) 728-8651
13214		Akm	Karim	Queens	NY	(917) 496-8589
13233		Gregory	Colon	Scotchtown Branch	NY	(845) 412-5265
13355		Jaime	Rivera	Fair Harbor	NY	(631) 274-5556
13381	Fansquare International Corp.	Angela	Fan	North Hempstead	NY	(516) 625-2556
13440		Mohammad	Khokhar	New York	NY	(347) 702-7107
13462		Erich	Stapelfeldt	Liverpool	NY	(315) 299-4119
5808		Jeanne	Crumrine	Newark	OH	(740) 522-0739
5993	Universal Foods, Inc.	John	Virgili	Macedonia	OH	(216) 973-0642
12173		Jeanne	Crumrine	Newark	OH	(740) 522-0739
12942	N C S Subs LLC	Stephanie	Sorrell	Rossville	OH	(513) 868-3693
13161		Edward	Johnson	Russell	OH	(216) 570-7256
13170		John	Navratil	Westlake	OH	(442) 308-6791
13247		Myrtle	Maddox	Cincinnati	OH	(513) 281-4992
13293		Michael	Etheridge	Dublin	OH	(614) 390-4590
13455		Kevin	Randall	North Ridgeville	OH	(440) 465-3572
13468		Sherri	Deckard	New Carlisle	OH	(937) 845-0812
13470		Jack	Watterson	Sonora	OH	(372) 747-7013
13495		Martha	Wilkinson	Cincinnati	OH	(513) 574-3075
13512		Paul F	O'Malley	Sandusky	OH	(419) 627-2502
13555		Eric	Gill	Lewis Center	OH	(740) 549-0943
13556		Mark	Gupko	Hudson	OH	(330) 342-7301
13643		Michael	Lucas	Columbus	OH	(614) 557-8488
13649		Tabassom	Rafiq	Columbus	OH	(614) 885-8104
13671		Benaud	Jones	Beachwood	OH	(216) 832-8692
13777		Mary	Gruhn	Broadview Heights	OH	(440) 376-1880
13780		Alicia	Willis	Dayton	OH	(888) 808-1428
12199	Smoot Enterprises, Inc.	Gary	Smoot	Oklahoma City	OK	(405) 659-8864
13438		Kalpesh	Patel	Heavener	OK	(918) 653-7801
13774		David	Franzoni	Oklahoma City	OK	(405) 410-2260
12151	Sub Dudes, Inc.	Gary	Spalter	Eugene	OR	(541) 337-3281
12152	Sub Dudes, Inc.	Gary	Spalter	Eugene	OR	(541) 337-3281
12195		Adrienne	Preston	Grants Pass	OR	(541) 244-1453
12203	Carpe Diem Enterprises, Inc.	Cathy	Thompson	Medford	OR	(541) 326-9167
13072	SRI Vishnu Enterprises, LLC	Swaroopaa	Kothapalli	Beaverton	OR	(503) 579-6264
13879		Mike	Shaffer	Salem	OR	(503) 363-1938
7897		Annappa B.	Metgud	Mountain Top	PA	(570) 655-5574
8859		Ellen	Blickman	Allentown	PA	(610) 360-8394

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13128	SK Group, Inc.	Surender	Kesari	Upper Gwynedd	PA	(610) 277-5611
13157		George	Coclea	Philadelphia	PA	(215) 400-1307
13180		Pankajkumar	Patel	Warrington	PA	(215) 237-3690
13356		Tjandra	Anggono	Philadelphia	PA	(215) 291-8448
13496		Stephen	Brown	Philadelphia	PA	(215) 989-0917
13623		Osama	Aly	Port Carbon	PA	(570) 622-5955
13812		Sanjeev	Kohli	Pittsburgh	PA	(412) 621-1800
13821		Aura	De Leon	Philadelphia	PA	(215) 624-7530
13103		Jose	Torres Santini	Coamo	PR	(787) 803-1663
13103		Jose	Torres Santini	Coamo	PR	(787) 803-1663
13103		Jose	Torres Santini	Coamo	PR	(787) 803-1663
12264	Alpha Dog Development Incorporated	Phillip	Rich	North Kingstown	RI	(401) 829-8570
12266	Alpha Dog Development Incorporated	Phillip	Rich	North Kingstown	RI	(401) 829-8570
12267	Alpha Dog Development Incorporated	Phillip	Rich	North Kingstown	RI	(401) 829-8570
12268	Alpha Dog Development Incorporated	Phillip	Rich	North Kingstown	RI	(401) 829-8570
10358		Mark	Aughenbaugh	Brookings	SD	(605) 691-5208
4204	LSJC, Corp.	Shane	Webb	Crossville	TN	(865) 671-0046
12270	Mitjans Enterprises, LLC	Claire	Simmons-Mitjans	Brentwood	TN	(615) 776-8253
12910	BTR Enterprises, LLC	Brian	Ridley	Harrison	TN	(423) 877-3327
13302		Ida	Salter	Memphis	TN	(901) 368-0278
13308		Melwyn	Misquitta	Cordova	TN	(901) 309-5722
13313		Lee	Harris	Memphis	TN	(901) 678-1393
13464		Gregory	Lee	Concord	TN	(865) 675-2984
13664		Eric	Dalton	Sevierville	TN	(865) 908-7554
9126		Alfred	Latini	Lewisville	TX	(940) 566-9800
9977		Ali	Naqvi	Houston	TX	(713) 991-5693
10403		Gloria	King	Houston	TX	(281) 895-7787
10737	Ewere Investments LLC	Aaron	Ewere	Houston	TX	(832) 606-5600
11581	Lucky Dog Ventures, Inc.	Alfred	Latini	Lewisville	TX	(940) 566-9800
12148	South Plains Q-Subs, Inc.	Randall	Reed	Paris	TX	(318) 393-3669
12149	Panhandle Q-Development, Inc.	Randall	Reed	Paris	TX	(318) 393-3669
12150	Panhandle Q-Development, Inc.	Randall	Reed	Paris	TX	(318) 393-3669
12271	Kavash International, Inc.	Bhavna	Chowdhry	Pearland	TX	(713) 759-1900
12359	AME Interest, Inc.	David	Easterling	Richmond	TX	(832) 595-6006
12373	K T & K Company, LLC	Keith	Sarraf	Crockett	TX	(936) 544-0424
12420		Irasema	Galvan	Dickinson	TX	(281) 337-8001
12454	West Star Enterprises, LLC	John	Domeracki	Austin	TX	(512) 825-1907
12491		Rhonda	Dunagan	Leander	TX	(512) 528-8509

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12563		Gerardo	Rivera	Pearland	TX	(413) 733-8500
12587	Wapcaplet, Inc.	Dan	Stegemann	San Antonio	TX	(210) 558-6031
12916	JAD Ventures, LLC	Bernadette	Jorda-Bondoc	Allen	TX	(972) 678-0506
13112		Michael	Hughes	Round Rock	TX	(512) 789-3862
13119		Michael	Hughes	Round Rock	TX	(512) 789-3862
13178		Douglas	Wade	Atascocita	TX	(281) 812-7074
13195		Kobina	Amoo	Houston	TX	(405) 269-6827
13196		Vikas	Agrawal	Houston	TX	(832) 767-1684
13197		Ghasem	Azodi	Houston	TX	(832) 766-6267
13199		Ercilia	Garza	Houston	TX	(281) 250-7100
13205	Ambo, Inc.	Asim	Jilani	Houston	TX	(713) 530-6900
13248		Michael	Young	Eules	TX	(817) 235-4407
13268	Orion Forwarding, Inc.	Eythan	Hofman	San Antonio	TX	(956) 337-4734
13289		Raymond	Collins	Grand Prairie	TX	(972) 345-3011
13403		Adnan	Khan	San Antonio	TX	(210) 697-0006
13405		Andy	Lee	Houston	TX	(281) 443-9370
13429	Up In The Air Ventures, Inc.	Genola	Bankston	Kerens	TX	(903) 396-7984
13460		Minarkumar	Bhavsar	Richardson	TX	(972) 929-0404
13572		Walter	Day	Spring	TX	(281) 363-2200
13582		Greg	Hailey	Beaumont	TX	(800) 877-1010
13592		Akber	Gilani	San Antonio	TX	(210) 923-2980
13663		Geeta	Kumar	Plano	TX	(214) 453-2642
13791		Joriel	Rivera	Burleson	TX	(815) 280-9699
12143		Sandra	Gillman	Park City	UT	(435) 615-9339
12280	NHN Investments LLC	Farrell	Newland	Centerville	UT	(801) 295-5591
12281	NHN Investments, LLC	Farrell	Newland	Centerville	UT	(801) 295-5591
12538	Can-ada LLC	Lorraine	Macomb	Saratoga Spgs	UT	(801) 768-0962
12831	CJ INVESMENTS LLC	Steve	Calbert	Cottonwood Heights	UT	(801) 598-8838
13245		Dan	Coles	West Jordan	UT	(801) 878-8456
13320	MERCHANT & SONS L.L.C.	Maqsood	Merchant	Salt Lake City	UT	(801) 886-1575
13562		Reuben	Bell	Kaysville	UT	(801) 444-9269
3497	SASA Enterprises Inc.	Amaranatha	Chandagari	Chantilly	VA	(703) 856-5200
6396		Jeremy	Throckmorton	Winchester	VA	(540) 667-7546
12741		Bikash	Saha	Lorton	VA	(703) 725-0030
12742		Bikash	Saha	Lorton	VA	(703) 725-0030
13129		Daniel	Pottle	Williamsburg	VA	(757) 285-6429
13491		Naheed	Nasrin	Lorton	VA	(703) 690-2074
13727	Apple Financial Investments, LLC	Jose	Vedia	Fairfax	VA	(703) 543-6770

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13772		Ayob	Metry	Vienna	VA	(571) 213-1922
13817		Jasbir	Gaba	Ashburn	VA	(517) 292-2157
10906		Primitiva	Hodgson	Poulsbo	WA	(360) 779-1615
10909		Primitiva	Hodgson	Poulsbo	WA	(360) 779-1615
11955		Hanh	Dinh-Carvo	Kirkland	WA	(425) 823-7588
12357	Magic Enterprises, LLC	Million	Ketebo	Lynnwood	WA	(206) 382-8840
12917		Chad	Demmitt	Omak	WA	(509) 429-9101
13220	E-MW76, Inc.	Kyoungsoo	Seo	Puyallup	WA	(253) 841-0150
13515		Johnny	Wei	Seattle	WA	(206) 525-3053
11741		Gregory	Karn	Verona	WI	(608) 845-8159
13264		Oleh	Bohachuk	Milwaukee	WI	(414) 238-4834

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**EXHIBIT F
(TO DISCLOSURE DOCUMENT)**

FINANCIAL STATEMENTS



QFA ROYALTIES LLC AND SUBSIDIARY

Consolidated Financial Statements

December 31, 2010 and 2009

(With Independent Auditors' Report Thereon)

QFA ROYALTIES LLC AND SUBSIDIARY

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KPMG LLP
Suite 2700
707 Seventeenth Street
Denver, CO 80202-3499

Independent Auditors' Report

The Board of Directors and Member
QFA Royalties LLC and subsidiary:

We have audited the accompanying consolidated balance sheets of QFA Royalties LLC and subsidiary (the Company) as of December 31, 2010 and 2009, and the related consolidated statements of income, changes in member's equity, and cash flows for each of the years in the three-year period ended December 31, 2010. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of QFA Royalties LLC and subsidiary as of December 31, 2010 and 2009, and the results of their operations and their cash flows for each of the years in the three-year period ended December 31, 2010, in conformity with U.S. generally accepted accounting principles.

KPMG LLP

Denver, Colorado
March 18, 2011

QFA ROYALTIES LLC AND SUBSIDIARY

Consolidated Balance Sheets

December 31, 2010 and 2009

Assets	2010	2009
Current assets:		
Cash and cash equivalents	\$ 3,055,287	5,785,046
Restricted cash	649,670	853,924
Accounts and royalties receivable, net	1,487,384	1,937,931
Accounts receivable, related party	599,782	696,425
Deferred franchise costs, related party	2,582,640	4,539,920
Total current assets	8,374,763	13,813,246
Investment in area marketing agreements, net of accumulated amortization of \$39,022,402 and \$31,216,858, respectively	16,692,140	20,368,951
Intangible assets, net	38,333,333	38,333,333
Total assets	\$ 63,400,236	72,515,530
Liabilities and Member's Equity		
Current liabilities:		
Accounts payable	\$ 16,088	6,410
Accounts payable, related party	5,673,882	4,795,450
Accrued liabilities	185,464	681,314
Deposits	480,500	586,750
Deferred initial franchise fees	2,642,750	5,010,750
Current portion of notes payable	1,736,461	848,353
Current portion of other deferred revenues	340,372	541,134
Total current liabilities	11,075,517	12,470,161
Notes payable, less current portion	2,407,103	1,600,815
Other deferred revenue, less current portion	35,545	38,582
Total liabilities	13,518,165	14,109,558
Commitments and contingencies		
Member's equity	49,882,071	58,405,972
Total liabilities and member's equity	\$ 63,400,236	72,515,530

See accompanying notes to consolidated financial statements.

QFA ROYALTIES LLC AND SUBSIDIARY

Consolidated Statements of Income

Years ended December 31, 2010, 2009, and 2008

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Revenue:			
Royalty fees	\$ 65,619,117	85,956,153	109,469,367
Initial franchise fees	3,899,300	3,222,835	20,724,807
Product license fees from related party	24,895,083	31,476,085	40,194,366
Other	<u>1,316,499</u>	<u>2,357,472</u>	<u>4,211,393</u>
Total revenue	<u>95,729,999</u>	<u>123,012,545</u>	<u>174,599,933</u>
Operating expenses:			
Servicing expense to related party	49,666,558	59,707,081	96,748,392
Amortization of intangible assets	—	—	2,537,500
Amortization of investment in area marketing agreements	7,805,810	7,009,396	8,281,374
Area director commission expenses	3,474,951	8,558,592	9,648,489
General and administrative expenses	<u>1,200,000</u>	<u>966,795</u>	<u>575,588</u>
Total operating expenses	<u>62,147,319</u>	<u>76,241,864</u>	<u>117,791,343</u>
Income from operations	<u>33,582,680</u>	<u>46,770,681</u>	<u>56,808,590</u>
Other income:			
Interest income	2,903	4,601	59,579
Interest income from related party	1,155,813	1,268,617	1,860,310
Interest expense	<u>(154,002)</u>	<u>(76,980)</u>	<u>(320,078)</u>
Total other income	<u>1,004,714</u>	<u>1,196,238</u>	<u>1,599,811</u>
Income before income taxes	34,587,394	47,966,919	58,408,401
Income tax expense	<u>(224,479)</u>	<u>(276,929)</u>	<u>(267,680)</u>
Net income	<u>\$ 34,362,915</u>	<u>47,689,990</u>	<u>58,140,721</u>

See accompanying notes to consolidated financial statements.

QFA ROYALTIES LLC AND SUBSIDIARY

Consolidated Statements of Changes in Member's Equity

Years ended December 31, 2010, 2009, and 2008

	Member's equity
Balance – December 31, 2007	\$ 69,252,235
Distributions to member	(69,563,892)
Net income	<u>58,140,721</u>
Balance – December 31, 2008	57,829,064
Distributions to member	(47,113,082)
Net income	<u>47,689,990</u>
Balance – December 31, 2009	58,405,972
Distributions to member	(42,886,816)
Net income	<u>34,362,915</u>
Balance – December 31, 2010	<u>\$ 49,882,071</u>

See accompanying notes to consolidated financial statements.

QFA ROYALTIES LLC AND SUBSIDIARY

Consolidated Statements of Cash Flows

Years ended December 31, 2010, 2009, and 2008

	<u>2010</u>	<u>2009</u>	<u>2008</u>
Cash flows from operating activities:			
Net income	\$ 34,362,915	47,689,990	58,140,721
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization of investment in area marketing agreements	7,805,810	7,009,396	8,281,374
Provisions for losses on accounts and royalty receivables	1,200,000	965,049	567,161
Amortization of intangible assets	—	—	2,537,500
Changes in assets and liabilities:			
Restricted cash	204,254	72,881	(750,269)
Accounts and royalties receivable	(749,453)	1,158,991	160,388
Accounts receivable – related party	96,643	823,228	2,258
Deferred franchise costs – related party	1,957,280	1,764,320	15,455,815
Other assets	—	—	66,835
Accounts payable	9,678	(348,321)	158,380
Accounts payable – related party	878,432	(712,355)	3,728,335
Accrued liabilities	(495,850)	(202,554)	862,466
Deposits	(106,250)	112,250	(237,750)
Deferred initial franchise fees	(2,368,000)	(1,997,000)	(18,603,167)
Other deferred revenue	(203,799)	(82,538)	(836,754)
	<u>42,591,660</u>	<u>56,253,337</u>	<u>69,533,293</u>
Cash flows from investing activities:			
Investment in area marketing agreements	<u>(1,509,764)</u>	<u>(1,748,240)</u>	<u>(1,648,366)</u>
Net cash used in investing activities	<u>(1,509,764)</u>	<u>(1,748,240)</u>	<u>(1,648,366)</u>
Cash flows from financing activities:			
Repayments on notes payable	(924,839)	(1,606,969)	(4,412,392)
Distributions to member	<u>(42,886,816)</u>	<u>(47,113,082)</u>	<u>(69,563,892)</u>
Net cash used in financing activities	<u>(43,811,655)</u>	<u>(48,720,051)</u>	<u>(73,976,284)</u>
Net increase (decrease) in cash and cash equivalents	(2,729,759)	5,785,046	(6,091,357)
Cash and cash equivalents – beginning of year	<u>5,785,046</u>	<u>—</u>	<u>6,091,357</u>
Cash and cash equivalents – end of year	<u>\$ 3,055,287</u>	<u>5,785,046</u>	<u>—</u>
Supplemental disclosures of cash flow information:			
Cash paid during the year for interest	\$ 153,998	84,748	314,192
Cash paid during the year for income taxes	224,479	276,929	267,680

Supplemental disclosure of noncash activity:

During the years ended December 31, 2010, 2009, and 2008, the Company required territories from area directors by issuing notes payable totaling \$2,619,235, \$2,732,715, and \$600,000, respectively.

See accompanying notes to consolidated financial statements.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2010 and 2009

(1) Description of Business

(a) *Description of Business*

QFA Royalties LLC (QFA) and its wholly owned subsidiary, Quizno's Franchising II LLC (QF II) (collectively, the Company), were formed on October 28, 2004 in the state of Delaware and commenced operations during February 2005. In 2008, QF II was liquidated and all remaining assets were distributed to QFA. The term "the Company" means, for periods prior to March 28, 2008, QFA and QF II as consolidated, and for periods after March 28, 2008, QFA. The Company franchises quick service restaurants offering submarine sandwiches, salads, soups, soft drinks, and related other products under the service mark QUIZNOS and QUIZNOS SUB.

The Company primarily generates revenues from the sale of new QUIZNOS franchise agreements, from on-going royalty fees earned under QUIZNOS franchise agreements and from fees received under a product licensing agreement, pursuant to which, the Company receives a fee from a related party equal to a percentage of sales made by the Company's franchise owners. The Company receives royalty fees from franchise owners based on a percentage of gross restaurant sales less discounts.

(b) *Organization*

Upon the commencement of operations, the Company entered into certain agreements with related parties, who have the same management as the Company, for fulfilling the rights and obligations of the Company under its franchise agreements and area marketing agreements.

On May 5, 2006, a related party entered into a \$950 million credit facility with a syndicate of banks. All of the assets owned by the Company are subject to the claims of creditors.

(2) Summary of Significant Accounting Policies

(a) *Principles of Consolidation*

The accompanying consolidated financial statements include the accounts of QFA and its wholly owned subsidiary, QF II for the period from January 1, 2008 to March 28, 2008. All significant intercompany accounts and transactions have been eliminated in consolidation.

(b) *Investment in Area Marketing Agreement*

During 2010, the Company identified a relationship with a related-party area director and an unaffiliated area director that previously had not been accounted for in accordance with its contractual terms. As a result, the Company determined that it had misstated certain area director commission expenses related to the related-party area director and the unaffiliated area director in prior periods. The cumulative effects of adjusting this matter were to decrease area director commission expense by \$707,394 and record area director commission expense, related party, of \$2,364,064. The difference of \$1,656,670 was recorded to accounts payable, related party.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2010 and 2009

(c) ***Concentrations of Credit Risk***

As of December 31, 2010, the Company had 2,834 QUIZNOS franchise restaurants, of which 2,805, or 99%, were located in the United States and 29, or 1%, were located in Puerto Rico.

Accounts and royalties receivable consist primarily of amounts due from franchise owners for royalty fees. The financial condition of the franchise owners is largely dependent upon the underlying business trends of the QUIZNOS brand. This concentration of credit risk is mitigated in part by the large number of franchise owners and the short-term nature of the royalty fees receivable.

(d) ***Use of Estimates***

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that could affect the amounts reported in the Company's consolidated financial statements and accompanying notes. Management adjusts such estimates and assumptions that affect the amounts reported in the Company's consolidated financial statements when facts and circumstances dictate. As future events and their effects cannot be determined with precision, actual results could differ significantly from these estimates. The Company's most significant areas of estimation are:

- future cash flows used to assess the recoverability and valuation of intangible assets;
- liabilities for loss contingencies;
- the fair value of investments in area marketing agreements;
- the fair value of notes payable related to the reacquisition of area marketing agreements;
- current and long-term portions of significant assets and liabilities; and
- allowances associated with accounts and royalties receivable.

(e) ***Cash and Cash Equivalents***

The Company considers all highly liquid instruments purchased with an original maturity of three months or less to be cash equivalents.

(f) ***Restricted Cash***

The Company classifies any cash that collateralizes certain operating or performance obligations of the Company as restricted cash. Restricted cash represents amounts held in escrow for cash received for service not yet rendered, from certain franchise owners.

(g) ***Accounts and Royalties Receivable***

The Company's accounts and royalties receivable are reviewed periodically and the carrying values of the net receivables are adjusted to the amount that the Company estimates to be the net realizable value. The Company evaluates the collectibility of its accounts and royalties receivable based on a combination of factors, including length of time the receivables are past due, historical performance, and the probability of collection.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2010 and 2009

(h) *Deferred Franchise Costs*

The Company has a servicing agreement with a related party who services the Company's pre-opening obligations required to be performed by the Company under the Company's franchise agreements.

The costs are deferred and expensed at the time the related initial franchise fee is recognized as revenue, which is generally when the franchise commences operations or upon termination of the franchise agreement. Under area marketing agreements, the Company pays area directors a commission upon the sale of the franchise agreement. Commissions are deferred and expensed at the time the related initial franchise fee is recognized as revenue, which is generally when the franchise commences operations.

As of December 31, 2010 and 2009, the Company has classified \$2,582,640 and \$4,539,920, respectively, of deferred franchise costs as a current asset on the consolidated balance sheets based upon the Company's projected openings and terminations for 2011 and 2010, respectively. The amount of the deferred franchise costs estimated to be recognized in the next year could change significantly if estimates and actual results differ.

(i) *Investment in Area Marketing Agreements*

Investment in area marketing agreements includes the costs associated with reacquiring and terminating area marketing agreements. The acquisition costs are allocated at the time of purchase or termination to the existing franchise agreements, including the agreements for stores sold but not yet open in the area director territory. The costs are amortized on a straight-line basis over the remaining term of the individual underlying franchise agreements. Franchise agreements typically have a term of 15 years. If the franchise restaurant closes or the agreement is terminated, the remaining balance related to that specific unit is amortized in the current period.

(j) *Intangible Assets*

Intangible assets consist of a one-time intellectual property licensing fee paid to a related party for the use of intellectual property over a term of 99 years. In 2008, the Company performed a review of its related-party agreements and legal structure, and determined QFA would become the Company's primary franchisor for the foreseeable future. In conjunction with this change in assumption, the Company changed the useful life of the intangible asset from 7 years to an indefinite life. Effective April 1, 2008, the Company no longer amortizes the asset in accordance with Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) subtopic 350-20, *Intangibles – Goodwill and Other: Goodwill* (ASC 350-20).

Under the provisions of FASB ASC Topic 250, *Accounting Changes and Error Corrections*, the change in the useful life is treated as a change in accounting estimate. The effect of this change has been reflected on a prospective basis beginning April 1, 2008.

The Company's policy is to evaluate the carrying value of indefinite-lived intangible assets annually, or more frequently if events or circumstances indicate that the asset might be impaired, in accordance with ASC 350-20. An impairment loss is recognized to the extent that the carrying

QFA ROYALTIES LLC AND SUBSIDIARY

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amount exceeds the asset's fair value. Based on the results of this evaluation, no impairment loss was recognized during 2010, 2009, or 2008.

(k) Deposits

Deposits include refundable deposits for initial franchise fees from prospective franchise owners on franchise agreements not yet executed by the Company.

(l) Revenue Recognition

Royalty Fees

Pursuant to the various franchise agreements, franchise owners are required to pay the Company royalty fees based on a percentage of sales ranging from 0% to 8%. Royalty fees are accrued based on a percentage of gross restaurant sales less discounts, as reported by franchise owners, and are included in accounts and royalties receivable.

Initial Franchise Fees

In accordance with FASB ASC Subtopic 952-06, *Franchisors, Revenue Recognition*, nonrefundable initial franchise fees paid by franchise owners are recognized as revenue the earlier of when the restaurant commences operations or upon termination of the franchise agreement. Initial franchise fees collected prior to the restaurant commencing operations are recorded as deferred initial franchise fees. The Company recognized revenue from terminations of franchise agreements of \$138,300, \$1,179,835, and \$15,586,550 for the years ended December 31, 2010, 2009, and 2008, respectively.

As of December 31, 2010 and 2009, the Company has classified \$2,642,750 and \$5,010,750, respectively, of deferred initial franchise fees on the consolidated balance sheets as a current liability based upon the Company's projected openings and terminations for 2011 and 2010, respectively. The amount of the deferred initial franchise fees estimated to be recognized in the next year could change significantly if estimates and actual results differ.

Other Revenue

Other revenue primarily consists of transfer franchise fees collected by the Company that are recognized as revenue when all services and conditions required to be performed by the Company have been substantially completed, which is generally when the restaurant transfers possession. As of December 31, 2010 and 2009, the Company had deferred transfer fees of \$329,750 and \$511,250, respectively. For the years ended December 31, 2010, 2009, and 2008, the Company recognized transfer fee income, recognized as a component of other revenue, of \$1,105,750, \$1,924,375, and \$3,348,375, respectively.

(m) Income Taxes

QFA is a limited liability company and is not subject to income tax under provisions of the Internal Revenue Code. Rather, taxable income or loss of the Company is reported on the income tax returns of the ultimate members. Income taxes reflected in the consolidated statements of income are foreign withholding taxes. These taxes were withheld and subtracted from royalty payments received outside the United States. Royalty fees and the withholding taxes are presented on a gross basis.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

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(n) Loss Contingencies

As required by FASB ASC Topic 450, *Contingencies*, the Company assesses each loss contingency to determine the degree of probability and range of loss. Those contingencies that are deemed probable and where the amount of such loss can be reasonably estimated are accrued in the consolidated financial statements.

(3) Allowance for Doubtful Accounts

The change in allowance for doubtful accounts for the years ended December 31, 2010 and 2009 is as follows:

	2010	2009
Beginning balance	\$ 807,683	646,352
Provision for doubtful accounts	1,200,000	965,049
Write-offs, net of recoveries	(1,194,393)	(803,718)
Ending balance	\$ 813,290	807,683

(4) Investment in Area Marketing Agreements

Amortization expense related to investment in area marketing agreements for the years ended December 31, 2010, 2009, and 2008 was \$7,805,810, \$7,009,396, and \$8,281,374, respectively. Estimated amortization expense for each of the five years beginning in 2011 is expected to be a minimum of approximately \$2,000,000. Future amortization would increase if a store within a territory closed or a franchise agreement is terminated, requiring the remaining unamortized cost allocated to that agreement to be fully amortized. The remaining weighted average life of investment in area marketing agreements is approximately 7.3 years.

During 2010, the Company reacquired seven area marketing agreements for \$4,128,999, exclusive of legal and other related costs. The Company issued notes payable for \$2,619,235 in connection with the purchase, with the balance paid in cash.

(5) Intangible Assets

Intangible assets at December 31, 2010 and 2009 are as follows:

	2010	2009
Intellectual property licensing fee to a related party	\$ 70,000,000	70,000,000
Less accumulated amortization	(31,666,667)	(31,666,667)
	\$ 38,333,333	38,333,333

Amortization expense related to the amortization of the intellectual property license fees to a related party was \$0, \$0, and \$2,500,000 for the years ended December 31, 2010, 2009, and 2008, respectively. For the years ended December 31, 2010, 2009, and 2008, amortization expense related to the other intangibles was \$0, \$0, and \$37,500, respectively.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2010 and 2009

As the intellectual property licensing fee is deemed to have an indefinite life, estimated amortization expense is \$0 in each of the following five years and instead will be evaluated for impairment at least annually.

(6) Notes Payable

Notes payable consisted of the following at December 31, 2010 and 2009:

	2010	2009
Various notes payable	\$ 4,143,564	2,449,168
Less current maturities of notes payable	(1,736,461)	(848,353)
Total long-term notes payable	\$ 2,407,103	1,600,815

Maturities of debt are as follows, estimated based on expected timing of repayment:

Year ending December 31:		
2011	\$	1,736,461
2012		1,386,763
2013		364,812
2014		202,752
2015		101,049
Thereafter		351,727
	\$	4,143,564

The various notes payable are related to the reacquisition of area marketing agreements. The notes have interest rates of 5.25% and maturities through September 2020.

(7) Related-Party Transactions

(a) *Product License Fees from Related Party*

The Company granted a related party the right to select the suppliers of products and services to the Company's franchise owners and a sublicense for the right to use QUIZNOS intellectual property. Pursuant to the arrangement, the Company receives fees from the related party equal to a percentage of the gross sales, less discounts, from all sales made by the Company's franchise owners. For the years ended December 31, 2010, 2009, and 2008, product license fees were \$24,895,083, \$31,476,085, and \$40,194,366, respectively.

(b) *Accounts Receivable from Related Party*

Accounts receivable due from a related party of \$599,782 and \$696,425 at December 31, 2010 and 2009, respectively, relate to amounts due under the product licensing agreement described in (a) above.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2010 and 2009

(c) ***Servicing Expense to Related Party***

The Company has servicing agreements with a related party. The related party performs the Company's obligation under the QUIZNOS franchise agreements, including managing the QUIZNOS system operating under the Company's authority; developing markets and providing operational support to franchise owners, implementing quality assurance programs; and otherwise fulfilling the duties under QUIZNOS franchise agreements. Servicing expense primarily includes pre-opening servicing expense and post-opening operations expense as described below.

Pre-opening Servicing Expense

The costs for pre-opening obligations under the franchise agreements are deferred and expensed at the time the related initial franchise fee is recognized as revenue, which is generally the earlier of when the franchise commences operations or upon termination of the franchise agreement. For the years ended December 31, 2010, 2009, and 2008, pre-opening servicing expense recognized by the Company, included in servicing expense, was \$3,721,088, \$2,980,024, and \$18,266,180, respectively.

Post-opening Operations Expense

The related party receives a monthly fee for post-opening operations services based on a percentage of amounts received by the Company from franchise owners for royalties, transfer fees, renewal fees, late fees, interest on late fees and damages for breach, and indemnities and insurance recoveries due under the franchise agreement and prior to March 31, 2008, a percentage of royalty, sales, and opening commissions received by the Company under corporate area marketing agreements. Subsequent to March 31, 2008, the Company paid third parties the area director commission expense. For the years ended December 31, 2010, 2009, and 2008, post-opening operations expense recognized by the Company, included in servicing expense, was \$42,838,795, \$56,054,084, and \$77,586,979, respectively.

(d) ***Area Director Commission Expense – Related Parties***

The Company has area director marketing agreements with two related parties. The related parties are responsible for selling QUIZNOS franchises in certain geographic areas, and developing, supporting, and providing services to QUIZNOS franchises within such geographical areas. The Company pays commission expense upon the related parties' sales of franchise agreements. This commission expense is deferred and expensed at the time the related initial franchise fee is recognized as revenue, which is generally the earlier of when the franchise commences operations or upon termination of the franchise agreement. For the years ended December 31, 2010, 2009, and 2008, commission expense recognized by the Company, included in servicing expense, was \$3,106,675, \$672,973, and \$895,233, respectively.

(e) ***Amortization of Intellectual Property Rights – Related Party***

In 2005, the Company paid a one-time fee of \$70,000,000 to a related party to license QUIZNOS intellectual property rights. This fee was recorded as an intangible asset. As discussed in note 2, the Company changed the useful life of the intangible asset from seven years to an indefinite life.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2010 and 2009

(f) *Accounts Payable – Related Party*

Accounts payable to a related party of \$5,673,882 and \$4,795,450 at December 31, 2010 and 2009, respectively, relate to payables to a related party for amounts due under servicing agreements.

(g) *Interest Income – Related Party*

The Company has a \$60,000,000 revolving note receivable with a related party. The note earns interest at the prime rate plus a margin of 1.25% and all interest and principal is due on demand. For the years ended December 31, 2010, 2009, and 2008, interest income earned from related party was \$1,155,813, \$1,268,617, and \$1,860,310, respectively. As of December 31, 2010, 2009, and 2008, the Company distributed the outstanding note balances of \$42,886,816, \$47,113,082, and \$58,711,831, respectively, to its member.

(8) *Commitments and Contingencies*

(a) *Litigation*

In the normal course of business, the Company is party to litigation from time to time with current and prior franchise owners. The Company maintains insurance to cover certain actions and believes that resolution of such litigation will not have a material adverse effect on the Company.

(b) *Sold Not Opened and Operator Litigation*

Certain class action complaints were previously filed against the Company and its related parties alleging, among other things, claims against the Company and its related parties of fraudulent inducement and breach of contract arising out of the sale of franchises and the subsequent sale to franchise owners of certain products and services. Ultimately, the parties agreed that settlement was desirable to avoid the time, expense, and risk of continuing to litigate the cases. The related parties and the plaintiffs entered into a settlement agreement during 2009. By the terms of the agreement, a member of the class is entitled to obtain a settlement payment, or other forms of consideration, which, along with the other consideration provided under the agreement, had the effect of resolving all past differences between the class member and the Company and its related parties relating to their ownership and operation of a Quiznos restaurant. The class members are entitled to various levels of consideration, dependant on the history of their relationship with the Company and its related parties, with the principle factor being if the class member operated a Quiznos restaurant. For class members that did not operate a restaurant, the settlement consideration is a cash payment based on the various factors including but not limited to effective date of their franchise agreement and initial franchise fee. For class members who have or currently operate a Quiznos restaurant, the related parties may elect the form and timing of the settlement consideration. All consideration is paid on a claims-made basis. The class members must have made a claim in order to receive any consideration and may have opted-out of the class.

In addition to the consideration to the class members, the Company is obligated to provide certain operational benefits.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

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During 2009, the related parties recorded total settlement charges of \$16.8 million, including \$10.5 million of fees to be paid to plaintiff's attorneys and net of approximately \$3.2 million of deferred initial franchise fees and other accrued obligations that were released per the terms of the settlement. The settlement charges were estimated based on the terms of the settlement agreement and class responses. In September 2010, the case received final court approval, and all claims were released. Based upon this final judgment, the related parties recorded an additional \$0.9 million of expense. In March 2011, the Company entered into an agreement with its insurance carrier whereas the carrier would reimburse the Company for \$9.8 million of its settlement and defense costs related to this case. Per the terms of the agreements, the Company expects to receive payment in March 2011. The Company has recorded those recoveries as a reduction in litigation charges and as an other receivable as of December 31, 2010. During 2010, the related parties paid approximately \$16.8 million of costs related to the settlement and has a remaining \$0.9 million related to this litigation recorded in accrued liabilities, with the majority of the remaining accrued balance expected to be paid during 2011.

The Company did not accrue for any charges under the settlement agreement as the related parties were assigned the burden of the settlement. However, upon termination of the underlying franchise agreements, the Company paid the related parties \$2,182,500 that was previously recorded in deferred initial franchise fees and deferred franchise costs held by the Company related to the class members.

(c) *California Sold Not Opened Litigation*

A putative class action complaint was filed against the Company and certain of its related parties in 2006, which alleges that the Company and certain of its related parties fraudulently induced the plaintiffs to sign franchise agreements by misrepresenting information. During 2009, the related parties and the plaintiffs executed a settlement agreement, which was approved by the court in 2009. Under the settlement agreement, certain members of the class could elect to receive either a cash settlement payment or equipment purchase credit. As of December 31, 2009, the related parties had accrued for \$1.5 million related to this litigation, estimated based on the executed settlement agreement and participating class members. The related parties paid the settlement and the related attorneys' fees in January 2010. The Company did not accrue for any charges under the settlement agreement as the related parties were assigned the burden of the settlement.

(d) *Facsimile Litigation*

In August 2006, a purported class action complaint alleged the Company and certain of its related parties sent unsolicited advertisements via facsimile, which the plaintiff claims was a violation of the Telephone Consumer Protection Act (TCPA). The complaint sought injunctive relief against the Company and certain of its related parties, an award of damages in the minimum amount of \$500 per violation, trebling of damages, interest, costs, and attorneys' fees. During 2008, the complaint was settled. During 2009, the related parties paid the liability related to the settlement and received the corresponding proceeds from insurance carriers.

QFA ROYALTIES LLC AND SUBSIDIARY

Notes to Consolidated Financial Statements

December 31, 2010 and 2009

(9) Subsequent Events

The Company has evaluated subsequent event from the balance sheet date through March 18, 2011, the date at which the consolidated financial statements were available to be issued.

**EXHIBIT G
(TO DISCLOSURE DOCUMENT)**

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2011 QUIZNOS OPERATIONS MANUAL

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OPERATIONS MANUAL

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**EXHIBIT H
(TO DISCLOSURE DOCUMENT)**

REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT

REPRESENTATIONS AND ACKNOWLEDGMENT STATEMENT

The purpose of this Statement is to demonstrate to QFA Royalties LLC (“Franchisor”) that the person(s) signing below (“I,” “me” or “my”), whether acting individually or on behalf of any legal entity established to acquire the franchise rights, (a) fully understands that the purchase of a QUIZNOS Restaurant franchise is a significant long-term commitment, complete with its associated risks, and (b) is not relying on any statements, representations, promises or assurances that are not specifically set forth in Franchisor’s Franchise Disclosure Document and Exhibits (collectively, the “FDD”) in deciding to purchase the franchise.

In that regard, I represent to Franchisor and acknowledge that:

<p>I understand that buying a franchise is not a guarantee of success. Purchasing or establishing any business is risky, and the success or failure of the franchise is subject to many variables such as my skills and abilities (and those of my partners, officers, employees), the time my associates and I devote to the business, competition, interest rates, the economy, inflation, operation costs, location, lease terms, the market place generally and other economic and business factors. I am aware of and am willing to undertake these business risks. I understand that the success or failure of my business will depend primarily upon my efforts and not those of Franchisor.</p>	<p>INITIAL:</p>
<p>I received a copy of the FDD, including the Franchise Agreement, at least 14 calendar days (10 business days in California, Michigan, Oklahoma, Rhode Island and Washington) before I executed the Franchise Agreement. I understand that all of my rights and responsibilities and those of Franchisor in connection with the franchise are set forth in these documents and only in these documents. I acknowledge that I have had the opportunity to personally and carefully review these documents and have, in fact, done so. I have been advised to have professionals (such as lawyers and accountants) review the documents for me and to have them help me understand these documents. I have also been advised to consult with other franchisees regarding the risks associated with the purchase of the franchise.</p>	<p>INITIAL:</p>
<p>Neither the Franchisor nor any of its officers, employees or agents (including any franchise broker) has made a statement, promise or assurance to me concerning any matter related to the franchise (including those regarding advertising, marketing, training, support service or assistance provided by Franchisor) that is contrary to, or different from, the information contained in the FDD.</p>	<p>INITIAL:</p>
<p>My decision to purchase the franchise has not been influenced by any oral representations, assurances, warranties, guarantees or promises whatsoever made by the Franchisor or any of its officers, employees or agents (including any franchise broker), including as to the likelihood of success of the franchise.</p>	<p>INITIAL:</p>

I have made my own independent determination as to whether I have the capital necessary to fund the business and my living expenses, particularly during the start-up phase.	INITIAL:
I have not received any information from the Franchisor or any of its officers, employees or agents (including any franchise broker) concerning actual, average, projected or forecasted sales, revenues, income, profits or earnings of the franchise business (including any statement, promise or assurance concerning the likelihood of my success) except as contained in the FDD or as indicated below (write "None" if none provided): _____.	INITIAL:

Prohibited Parties Clause. I acknowledge that Franchisor, its employees and its agents are subject to U.S. laws that prohibit or restrict (a) transactions with certain parties, and (b) the conduct of transactions involving certain foreign parties. These laws include, without limitation, U.S. Executive Order 13224, the U.S. Foreign Corrupt Practices Act, the Bank Secrecy Act, the International Money Laundering Abatement and Anti-terrorism Financing Act, the Export Administration Act, the Arms Export Control Act, the U.S. Patriot Act, and the International Economic Emergency Powers Act, and the regulations issued pursuant to these and other U.S. laws. As part of the express consideration for the purchase of the franchise, I represent that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been listed on:

1. the U.S. Treasury Department’s List of Specially Designated Nationals;
2. the U.S. Commerce Department’s Denied Persons List, Unverified List, Entity List, or General Orders;
3. the U.S. State Department’s Debarred List or Nonproliferation Sanctions; or
4. the Annex to U.S. Executive Order 13224.

I warrant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, is now, or has been: (i) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or (ii) is owned or controlled by terrorists or sponsors of terrorism. I warrant that I am now, and have been, in compliance with U.S. anti-money laundering and counter-terrorism financing laws and regulations, and that any funds provided by me to Franchisor were legally obtained in compliance with these laws.

I further covenant that neither I nor any of my employees, agents, or representatives, nor any other person or entity associated with me, will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any anti-terrorism law.

If the QUIZNOS Restaurant franchise that you will purchase is located in Maryland or if you are a resident of Maryland, the following shall apply:

The representations made in this Representations and Acknowledgment Statement are not intended to, nor shall they, act as a release, estoppel, or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

Acknowledged _____, 20__.

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity
By: _____
Signature

Print Name: _____
Title: _____
Date: _____

EXHIBIT I
(TO DISCLOSURE DOCUMENT)

STATE ADDENDA AND AGREEMENT RIDERS

**ADDENDUM TO
QFA ROYALTIES LLC
DISCLOSURE DOCUMENT**

CALIFORNIA

1. The "Summary" section of Item 17(u), entitled **Dispute resolution by arbitration or mediation**, is deleted and replaced with the following:

Except for claims relating to your use of the Marks, you must arbitrate all disputes relating to the Franchise Agreement, our relationship with you, the validity of the Franchise Agreement or any other agreement between you and us, or any standards or specifications relating to the Restaurant's establishment or operations.

MARYLAND

1. The following paragraph is added to the end of Item 5 of the Franchise Disclosure Document:

Pursuant to an order of the Maryland Securities Commissioner, we (or our affiliates, as applicable) will, within 48 hours after we (or our affiliates) have received them, deposit all initial fees and payments received from you into an escrow account with Wells Fargo Bank located in Maryland. Such fees include: (i) the initial franchise fee; (ii) the Lease Review Fee; and (iii) the cost of restaurant equipment and construction materials, including the cost of the point-of-sale and credit card processing systems. These funds will remain in escrow until we apply for and obtain their release. We will apply for release of: (i) the initial franchise fee after your Restaurant opens; (ii) the Lease Review Fee after your Restaurant opens; and (iii) the amounts you paid for equipment and construction materials, including the point-of-sale and credit card processing systems, after these items are installed and operational in your Restaurant.

2. The following language is added to the end of Item 5 and to the "Summary" sections of Items 17(c) and (m) of the Franchise Disclosure Document:

Such general releases will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. The "Summary" section of Item 17(h) of the Franchise Disclosure Document is amended by adding the following:

The Franchise Agreement provides for termination upon your bankruptcy. This provision might not be enforceable under federal bankruptcy law (11 U.S.C. Sections 101 et seq.), but we will enforce it to the extent enforceable.

4. The "Summary" section of Item 17(v) of the Franchise Disclosure Document is amended to read as follows:

Litigation in Denver, Colorado except to the extent otherwise required by applicable law with respect to claims arising under the Maryland Franchise Registration and Disclosure Law.

5. The "Summary" section of Item 17(w) of the Franchise Disclosure Document is amended to read as follows:

Except for federal law, Colorado law applies, except as otherwise required by the Maryland Franchise Registration and Disclosure Law.

MINNESOTA

1. The Item 6 line item entitled "Noncompetition Violation" will not be enforced to the extent prohibited by applicable law.

2. The first sentence of the 9th paragraph of Item 13 of the Franchise Disclosure Document is deleted, and the following sentence is added:

We will protect you, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition regarding your use of the Marks when, in the opinion of our counsel, your rights require protection.

3. The "Summary" section of Item 17(r) of the Franchise Disclosure Document is amended by adding the following:

Liquidated damages payments for noncompetition violations will not be enforced to the extent prohibited by applicable law.

4. The following paragraphs are added at the end of the chart in Item 17 of the Franchise Disclosure Document:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement.

Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J might prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes 1984, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

Any release as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by law with respect to claims arising under Minn. Rule 2860.4400D.

Minn. Rule Part 2860.4400J might prohibit a franchisee from waiving rights to a jury trial; waiving rights to any procedure, forum or remedies provided by the laws of the jurisdiction; or consenting to liquidated damages, termination penalties, or judgment notes. However, we and you will enforce these provisions in our Franchise Agreement to the extent the law allows.

VIRGINIA

1. The following language is added to the end of the "Summary" section of Item 17 (e), entitled **Termination by franchisor without cause:**

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision might not be enforceable.

**THE FOLLOWING PAGES IN THIS EXHIBIT ARE
STATE-SPECIFIC RIDERS TO THE
FRANCHISE AGREEMENT AND RELATED DOCUMENTS**

**CALIFORNIA RIDER TO
QFA ROYALTIES LLC
FRANCHISE AGREEMENT
BETWEEN
QFA ROYALTIES LLC
AND**

1. Section 21.1 of the Franchise Agreement is deleted in its entirety, and the following is substituted in its place:

21.1 **Governing Law/Arbitration/Consent to Forum and Jurisdiction/Arbitration.** (a) Except to the extent governed by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.), the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement shall be interpreted under the laws of the State of Colorado, and any dispute between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of Colorado, which laws shall prevail in the event of any conflict of law.

(b) Franchisor and Franchisee agree that, except for controversies, disputes, or claims related to or based on Franchisee's use of the Marks, all controversies, disputes, or claims between Franchisor (and its affiliates, and Franchisor's and its affiliates' respective shareholders, members, officers, directors, agents, and/or employees) and Franchisee (and/or its owners, guarantors, affiliates, and/or employees) arising out of or related to:

- i. this Agreement or any other agreement between Franchisor (and/or its affiliates) and Franchisee;
- ii. Franchisor's relationship with Franchisee;
- iii. the validity of this Agreement or any other agreement between Franchisor (and/or its affiliates) and Franchisee; or
- iv. any standard or specification relating to the Restaurant's establishment or operation;

must be submitted for binding arbitration to the Denver, Colorado office of the American Arbitration Association. The arbitration proceedings will be conducted in Denver, Colorado by one arbitrator and, except as this Section otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. Sections 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

Franchisor and Franchisee agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. Franchisor and Franchisee further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either Franchisor or Franchisee. Franchisor reserves the right, but has no obligation, to advance Franchisee's costs of any arbitration proceeding in order for such arbitration proceeding to take

place and by doing so shall not be deemed to have waived or relinquished Franchisor's right to seek the recovery of those costs in accordance with Section 23.6 below.

Franchisor and Franchisee agree that arbitration will be conducted on an individual, not a class-wide, basis, and that an arbitration proceeding between Franchisor (and its affiliates, and Franchisor's and its affiliates' respective shareholders, officers, directors, agents, and/or employees) and Franchisee (and/or its owners, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between Franchisor and any other person or entity, nor may any claims of another party or parties be joined with any claims asserted in any action or proceeding between Franchisor and Franchisee. Notwithstanding the foregoing or anything to the contrary in this Section 21.1(b), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 21.1(b), then all parties agree that this arbitration clause shall not apply to that dispute and such dispute shall be resolved in a judicial proceeding in accordance with Section 21.1(a) (excluding this Section 21.1(b)).

Despite this agreement to arbitrate, Franchisor and Franchisee each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that Franchisor and Franchisee must contemporaneously submit their dispute for arbitration on the merits as provided in this Section.

Subject to the parties' obligation to arbitrate as provided in this Section, the parties agree that the exclusive forum for disputes between them shall be in the District Court for the City and County of Denver, Colorado, or the United States District Court for the District of Colorado, and each party waives any objection it might have to the personal jurisdiction of or venue in such courts.

The provisions of this Section are intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

2. The Guaranty and Assumption of Franchisee's Obligations attached to the Franchise Agreement is hereby deleted and replaced with the Guaranty and Assumption of Franchisee's Obligations attached hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

QFA ROYALTIES LLC

By: _____

Title: _____

*Date: _____

*(Effective Date of Franchise Agreement)

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a
partnership but the partnership is not a separate
legal entity)

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "**Agreement**") by QFA Royalties LLC ("**Franchisor**"), each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Franchisor and its successors and assigns, for the term of the Agreement, including renewals, that Franchisee as that term is defined in the Agreement ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and any renewals thereof; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (and any renewals thereof), including, but not limited to, those specifically identified below.

In addition, in the event Franchisee enters into a sublease or other similar agreement (the "**Sublease**") with Restaurant Realty LLC ("**Restaurant Realty**"), an affiliate of Franchisor, each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Restaurant Realty and its successors and assigns, for the term of the Sublease, including any renewals thereof, that Franchisee shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Sublease; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Sublease (and any renewals thereof).

Each of the undersigned waives the following:

- 1. Acceptance and notice of acceptance by Franchisor or Restaurant Realty of the foregoing undertaking;
- 2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- 3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and
- 4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability.

Each of the undersigned consents and agrees that:

- 1. His or her direct and immediate liability under this guaranty shall be joint and several;
- 2. He or she shall render any payment or performance required under the Agreement or Sublease upon demand if Franchisee fails or refuses punctually to do so;
- 3. Such liability shall not be contingent or conditioned upon pursuit by Franchisor or Restaurant Realty of any remedies against Franchisee or any other person;
- 4. Such liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor or Restaurant Realty may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any

way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement or Sublease, including any renewals thereof;

5. He or she shall be bound by any restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement or the Sublease;
6. If no signature appears below for his or her spouse, he or she is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the marital estate;
7. This Guaranty shall be interpreted under the laws of the State of Colorado, and any dispute between an undersigned and Franchisor or Restaurant Realty, whether arising under or related to this Guaranty, shall be governed by and determined in accordance with the substantive laws of the State of Colorado, which laws shall prevail in the event of any conflict of law. Each of the undersigned agrees that if a claim is asserted in any legal proceeding involving an undersigned and Franchisor or Restaurant Realty, the exclusive forum for such dispute shall be in a court of general jurisdiction located in Denver, Colorado, and each undersigned waives any objection he or she might have to the personal jurisdiction of or venue in such courts;
8. The prevailing party in any litigation arising out of or relating to this Guaranty shall be entitled to recover from the other party reasonable costs and expenses (including reasonable attorneys' fees incurred in connection with such judicial or other proceeding); and
9. Guarantor agrees to be personally bound by the arbitration obligations under Section 21.1 of the Agreement, including, without limitation, the obligation to submit to binding arbitration the claims described in Section 21.1 of the Agreement in accordance with its terms.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

GUARANTOR(S):

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

The undersigned, as the Spouse of Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

NAME OF GUARANTOR

NAME OF GUARANTOR

NAME OF GUARANTOR'S SPOUSE

NAME OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

**MARYLAND RIDER TO
QFA ROYALTIES LLC
FRANCHISE AGREEMENT
BETWEEN QFA ROYALTIES LLC
AND**

1. The following paragraph is added to the end of Sections 4.1 and 6.2:

Pursuant to an order of the Maryland Securities Commissioner, Franchisor (or its affiliates, as applicable) will, within 48 hours after Franchisor (or its affiliates) has received them, deposit all initial fees and payments received from Franchisee into an escrow account with Wells Fargo Bank located in Maryland. Such fees include: (i) the Initial Franchise Fee; (ii) the Lease Review Fee; and (iii) the cost of Restaurant equipment and construction materials, including the cost of the point-of-sale and credit card processing systems. These funds will remain in escrow until Franchisor applies for and obtains their release. Franchisor will apply for release of: (i) the Initial Franchise Fee after Franchisee's Restaurant opens; (ii) the Lease Review Fee after Franchisee's Restaurant opens; and (iii) the amounts Franchisee paid for equipment and construction materials, including the point-of-sale and credit card processing systems, after these items are installed and operational in Franchisee's Restaurant.

2. The following is added at the end of Sections 16.2.(i) and 17.2.(d):

, provided, however, that such releases shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. Section 21.1 is deleted in its entirety, and the following is substituted in its place:

21.1 **Governing Law/Consent to Forum and Jurisdiction.** Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) or other federal law, and except to the extent otherwise required by applicable law with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, this Agreement shall be interpreted under the laws of the State of Colorado, and any dispute between the parties, whether arising under this Agreement or from any other aspect of the parties' relationship, shall be governed by and determined in accordance with the substantive laws of the State of Colorado, which laws shall prevail in the event of any conflict of law. Franchisee and Franchisor have negotiated regarding a forum in which to resolve any disputes arising between them and have agreed to select a forum in order to promote certainty and stability in their relationship. Therefore, if a claim is asserted in any legal proceeding involving Franchisee or any Bound Party and Franchisor, the parties agree that the exclusive forum for disputes between them shall be in a court of general jurisdiction located in Denver, Colorado, and each party waives any objection it might have to the personal jurisdiction of or venue in such courts. However, to the extent allowed by the Maryland Franchise Registration and Disclosure Law, Franchisee may commence any cause of action against Franchisor in any court of general jurisdiction, including the state or federal courts of Maryland.

4. The limitation of claims provisions set forth in Section 21.4 shall not act to reduce the three (3) year statute of limitations afforded Franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the franchise.

5. The following is added to the end of Sections 23.2 and 23.13:

Provided, however, that this provision is not intended to, nor shall it, act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

6. The Guaranty and Assumption of Franchisee's Obligations attached to the Franchise Agreement is hereby deleted and replaced with the Guaranty and Assumption of Franchisee's Obligations attached hereto.

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

QFA ROYALTIES LLC

By: _____

Title: _____

*Date: _____

*(Effective Date of Franchise Agreement)

FRANCHISEE:

Sign here if you are taking the franchise as an **INDIVIDUAL(S)**
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "**Agreement**") by QFA Royalties LLC ("**Franchisor**"), each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Franchisor and its successors and assigns, for the term of the Agreement, including renewals, that Franchisee as that term is defined in the Agreement ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and any renewals thereof; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (and any renewals thereof), including, but not limited to, those specifically identified below.

In addition, in the event Franchisee enters into a sublease or other similar agreement (the "**Sublease**") with Restaurant Realty LLC ("**Restaurant Realty**"), an affiliate of Franchisor, each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Restaurant Realty and its successors and assigns, for the term of the Sublease, including any renewals thereof, that Franchisee shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Sublease; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Sublease (and any renewals thereof).

Each of the undersigned waives the following:

- 1. Acceptance and notice of acceptance by Franchisor or Restaurant Realty of the foregoing undertaking;
- 2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- 3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and
- 4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability.

Each of the undersigned consents and agrees that:

- 1. His or her direct and immediate liability under this guaranty shall be joint and several;
- 2. He or she shall render any payment or performance required under the Agreement or Sublease upon demand if Franchisee fails or refuses punctually to do so;
- 3. Such liability shall not be contingent or conditioned upon pursuit by Franchisor or Restaurant Realty of any remedies against Franchisee or any other person;
- 4. Such liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor or Restaurant Realty may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any

way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement or Sublease, including any renewals thereof;

5. He or she shall be bound by any restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement or the Sublease;
6. If no signature appears below for his or her spouse, he or she is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of the marital estate;
7. Except to the extent otherwise required by applicable law with respect to claims arising under the Maryland Franchise Registration and Disclosure Law, this Guaranty shall be interpreted under the laws of the State of Colorado, and any dispute between an undersigned and Franchisor or Restaurant Realty, whether arising under or related to this Guaranty, shall be governed by and determined in accordance with the substantive laws of the State of Colorado, which laws shall prevail in the event of any conflict of law. Each of the undersigned agrees that if a claim is asserted in any legal proceeding involving an undersigned and Franchisor or Restaurant Realty, the exclusive forum for such dispute shall be in a court of general jurisdiction located in Denver, Colorado, and each undersigned waives any objection he or she might have to the personal jurisdiction of or venue in such courts. However, to the extent allowed by the Maryland Franchise Registration and Disclosure Law, Guarantor may commence any cause of action against Franchisor or Restaurant Realty in any court of general jurisdiction, including the state or federal courts of Maryland; and
8. The prevailing party in any litigation arising out of or relating to this Guaranty shall be entitled to recover from the other party reasonable costs and expenses (including reasonable attorneys' fees incurred in connection with such judicial or other proceeding).

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

GUARANTOR(S):

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

NAME OF GUARANTOR

NAME OF GUARANTOR

NAME OF GUARANTOR'S SPOUSE

NAME OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

**MINNESOTA RIDER TO
QFA ROYALTIES LLC
FRANCHISE AGREEMENT
BETWEEN QFA ROYALTIES LLC
AND**

1. The following is added to Section 14.3:

Franchisor agrees to protect Franchisee, to the extent required by the Minnesota Franchise Act, against claims of infringement or unfair competition with respect to Franchisee's use of the Marks when, in the opinion of Franchisor's counsel, Franchisee's rights warrant protection.

2. The following is added at the end of Sections 16.2(i) and 17.2(d):

, except to the extent otherwise prohibited by applicable law with respect to claims arising under the Minnesota Franchise Act.

3. The following is added to Section 18.8:

Minnesota law provides a franchisee with certain termination and nonrenewal rights. Minn. Stat. Sec. 80C.14 Subd. 3, 4 and 5 require, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of this Agreement.

4. Section 20.4 will not be enforced to the extent prohibited by applicable law.

5. The following is added to Section 21.1:

Pursuant to Minn. Stat. § 80C.21 and Minn. Rule Part 2860.4400J, this section shall not in any way abrogate or reduce your rights as provided for in Minnesota Statutes 1984, Chapter 80C, including the right to submit matters to the jurisdiction of the courts of Minnesota.

6. If and then only to the extent required by the Minnesota Franchises Law, Section 21.2 is deleted in its entirety.

7. The following is added to Section 21.4:

Under the Minnesota Franchise Act, any claims between the parties must be commenced within three years from the occurrence of the facts giving rise to such claim, or such claim shall be barred.

8. The Guaranty and Assumption of Franchisee's Obligations attached to the Franchise Agreement is hereby deleted and replaced with the Guaranty and Assumption of Franchisee's Obligations attached hereto.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the effective date of the Franchise Agreement.

QFA ROYALTIES LLC

By: _____

Title: _____

*Date: _____

*(Effective Date of Franchise Agreement)

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a
partnership but the partnership is not a separate
legal entity)

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

By: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the above Franchise Agreement (the "**Agreement**") by QFA Royalties LLC ("**Franchisor**"), each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Franchisor and its successors and assigns, for the term of the Agreement, including renewals, that Franchisee as that term is defined in the Agreement ("**Franchisee**") shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement and any renewals thereof; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (and any renewals thereof), including, but not limited to, those specifically identified below.

In addition, in the event Franchisee enters into a sublease or other similar agreement (the "**Sublease**") with Restaurant Realty LLC ("**Restaurant Realty**"), an affiliate of Franchisor, each of the undersigned hereby personally and unconditionally:

- (a) Guarantees to Restaurant Realty and its successors and assigns, for the term of the Sublease, including any renewals thereof, that Franchisee shall punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Sublease; and
- (b) Agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Sublease (and any renewals thereof).

Each of the undersigned waives the following:

- 1. Acceptance and notice of acceptance by Franchisor or Restaurant Realty of the foregoing undertaking;
- 2. Notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;
- 3. Protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and
- 4. Any right he or she may have to require that any action be brought against Franchisee or any other person as a condition of liability.

Each of the undersigned consents and agrees that:

- 1. His or her direct and immediate liability under this guaranty shall be joint and several;
- 2. He or she shall render any payment or performance required under the Agreement or Sublease upon demand if Franchisee fails or refuses punctually to do so;
- 3. Such liability shall not be contingent or conditioned upon pursuit by Franchisor or Restaurant Realty of any remedies against Franchisee or any other person;
- 4. Such liability shall not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which Franchisor or Restaurant Realty may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any

way modify or amend this Guaranty, which shall be continuing and irrevocable during the term of the Agreement or Sublease, including any renewals thereof;

5. He or she shall be bound by any restrictive covenants, confidentiality provisions, and indemnification provisions contained in the Agreement or the Sublease;
6. If no signature appears below for his or her spouse, he or she is either not married or, if married, is a resident of a state which does not require the consent of both spouses to encumber the assets of the marital estate;
7. This Guaranty shall be interpreted under the laws of the State of Colorado, and any dispute between an undersigned and Franchisor or Restaurant Realty, whether arising under or related to this Guaranty, shall be governed by and determined in accordance with the substantive laws of the State of Colorado, which laws shall prevail in the event of any conflict of law. Each of the undersigned agrees that if a claim is asserted in any legal proceeding involving an undersigned and Franchisor or Restaurant Realty, the exclusive forum for such dispute shall be in a court of general jurisdiction located in Denver, Colorado, and each undersigned waives any objection he or she might have to the personal jurisdiction of or venue in such courts. Notwithstanding the foregoing, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor and Restaurant Realty, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in the Guaranty shall abrogate or reduce any of Guarantor's rights under Minnesota Statutes Chapter 80C or Guarantor's right to any procedure, forum or remedies that the laws of the jurisdiction provide; and
8. The prevailing party in any litigation arising out of or relating to this Guaranty shall be entitled to recover from the other party reasonable costs and expenses (including reasonable attorneys' fees incurred in connection with such judicial or other proceeding).

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

GUARANTOR(S):

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

SIGNATURE

SIGNATURE

NAME - TYPED OR PRINTED

NAME - TYPED OR PRINTED

The undersigned, as the spouse of the Guarantor indicated below, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

NAME OF GUARANTOR

NAME OF GUARANTOR

NAME OF GUARANTOR'S SPOUSE

NAME OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

SIGNATURE OF GUARANTOR'S SPOUSE

**EXHIBIT J
(TO DISCLOSURE DOCUMENT)**

**ADDENDUM TO FRANCHISE AGREEMENT FOR
NON-TRADITIONAL RESTAURANT**

ADDENDUM TO FRANCHISE AGREEMENT FOR A NON-TRADITIONAL RESTAURANT

THIS ADDENDUM to the Franchise Agreement (the "**Agreement**") dated as of the Effective Date between QFA Royalties LLC ("**Franchisor**") and _____ ("**Franchisee**"). The following amends and shall be incorporated into the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Agreement. Franchisor and Franchisee agree as follows:

1. **Non-Traditional Restaurant.** All references in the Agreement to the "**Restaurant**," as defined in Section 1.1 of the Agreement, are deleted and the reference "**Non-Traditional Restaurant**" is inserted in their place. Except as otherwise noted in this Addendum or the Agreement, all applicable terms, conditions, and requirements set forth in the Agreement applicable to the Restaurants apply to the Non-Traditional Restaurants. Franchisor's approval of the development and operation of a Non-Traditional Restaurant, as required pursuant to Section 3.3 of the Agreement, is hereby granted. The terms of the Agreement and of this Addendum apply only to the Non-Traditional Restaurant operations and products offered or sold from or through the Non-Traditional Restaurant and not to the other business of Franchisee located in the Host Facility (defined below) except as specifically set forth in this Addendum.

2. **Franchised Location.** Franchisee intends to propose a site for the Franchised Location, in accordance with Section 3.1 of the Agreement, which is in a non-traditional venue, as contemplated by Section 3.3 of the Agreement. It is the intention of the parties that the Franchised Location will be located at or within a host facility (also referred to as the "**Host Facility**"), information about which shall be included in the information submitted by Franchisee pursuant to Section 3.1 of the Agreement.

Franchisee acknowledges and agrees that, if Franchisor approves the Host Facility and Franchised Location, it has 12 months from the Effective Date of the Agreement within which to perform all pre-opening obligations prescribed under the Agreement and to commence operation of the Non-Traditional Restaurant. If Franchisee does not commence operation of the Non-Traditional Restaurant by the end of such 12-month period, and Franchisor determines, in its sole discretion, that Franchisee is making reasonable and continuing efforts to actively and diligently pursue opening of (and can reasonably be expected to open) the Non-Traditional Restaurant within 24 months from the Effective Date of the Agreement, Franchisor will extend the deadline to commence operation for another 12 months so long as Franchisee continues, during such period, to actively and diligently pursue the opening of the Non-Traditional Restaurant. Franchisee acknowledges and agrees that, unless Franchisor extends the deadline, Franchisor may terminate the Agreement any time after the expiration of the first 12-month period if Franchisee has not commenced operation of the Non-Traditional Restaurant. Franchisee further acknowledges and agrees that, if Franchisor extends the deadline and Franchisee fails, in Franchisor's sole discretion, to actively and diligently pursue the opening of the Non-Traditional Restaurant during such period, Franchisor may, upon notice, rescind the extension and terminate the Agreement. Franchisor also may terminate the Agreement upon the expiration of the 24-month period.

If, within 90 days following the Effective Date of the Agreement, Franchisor does not approve the Host Facility as the facility within which the Franchised Location will be located or Franchisee is denied the necessary governmental permits for the Franchised Location (and submits to Franchisor documentation evidencing such denial), either Franchisor or Franchisee may terminate the Agreement upon written notice to the other party. Upon such termination, Franchisor will refund the Initial Franchise Fee, less any direct out-of-pocket expenses incurred by Franchisor as of the effective date of termination; provided that Franchisor may require, as a condition precedent to such refund, Franchisee to sign a general release in a form satisfactory to Franchisor of all claims against Franchisor and its affiliates and their respective shareholders, members, officers, directors, employees, and agents arising out of or relating to the Agreement or the parties' relationship.; provided, however, that if the Non-Traditional Restaurant is located in Maryland or if Franchisee is a resident of Maryland, then any release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the placement and operation of the Non-Traditional Restaurant in or in connection with the Host Facility require the consent of the owner, franchisor, or licensor of the Host Facility, Franchisee agrees to obtain such consent in writing (and provide a copy thereof to Franchisor), and Franchisee acknowledges and agrees that such consent is a condition precedent to the grant of Franchisee's right to establish and operate the Non-Traditional Restaurant.

3. **Initial Franchise Fee**. Section 4.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

3.1 **Initial Franchise Fee**. Franchisee agrees to pay to Franchisor, concurrently with signing this Agreement, an initial franchise fee of Ten Thousand Dollars (\$10,000) ("**Initial Franchise Fee**"). If Franchisee is purchasing an existing QUIZNOS Non-Traditional Restaurant in connection with the execution of this Agreement, Franchisee is not required to pay the Initial Franchise Fee, provided that Franchisee or the seller of the Non-Traditional Restaurant pays the transfer fee required under the seller's franchise agreement. Franchisee acknowledges and agrees that the Initial Franchise Fee represents payment for the initial grant of the right to use the Marks and Licensed Methods, and that Franchisor has earned the Initial Franchise Fee upon acceptance and execution of this Agreement by Franchisor.

4. **Beverages**. All fountain drinks sold in the Non-Traditional Restaurant shall be served in a QUIZNOS logo cup, and all such sales will be included in Gross Sales. Franchisee may have a separate fountain for the Non-Traditional Restaurant, or the Non-Traditional Restaurant may share a common self-service fountain with the rest of the Host Facility.

5. **Signs**. Section 6.5 of the Agreement is hereby supplemented by adding the following:

Franchisee agrees to use best efforts to maximize the use of Franchisor's Marks on pre-existing and new signs placed at the Franchised Location and on the premises of the Host Facility. All signs and their placement configuration shall be approved by both Franchisee and Franchisor, which approval shall not be unreasonably withheld and shall

be based on parameters which shall best maximize sign usage to the extent allowable under any landlord restrictions and any applicable local laws, zoning ordinances, and other similar requirements. Franchisor hereby approves all uses by Franchisee of the marks, symbols, names, and identifying marks of the Host Facility at the Franchised Location.

6. **Equipment.** Section 6.6 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.6 **Equipment.** Franchisee shall purchase or otherwise obtain for use in connection with the Non-Traditional Restaurant such equipment of a type and in an amount which complies with Franchisor's and its affiliates' standards and specifications and only from suppliers or other sources approved and/or designated by Franchisor and its affiliates. Franchisor and its affiliates may designate only one supplier for certain items, and Franchisor and/or its affiliates may be an approved or the designated supplier for certain items. Franchisee acknowledges that the type, quality, configuration, capability, and/or performance of the Non-Traditional Restaurant's equipment are all standards and specifications which are a part of the Licensed Methods. Franchisee shall configure its computer cash register system in use in the Host Facility ("**System**") to accurately record every sale or other transaction. Franchisee also must install and maintain a cash register terminal in the Non-Traditional Restaurant portion of the Host Facility. The point-of-sale system used at the Host Facility shall differentiate sales of the Non-Traditional Restaurant from sales of the rest of the Host Facility by the use of "price look up" ("**PLU**") or other keys that track and tally sales of the Non-Traditional Restaurant separately and shall report Non-Traditional Restaurant Gross Sales by item type. Franchisee shall submit any required reports in a format designated from time to time by Franchisor. Franchisee grants Franchisor and its affiliates reasonable access to its records only on the System and authorizes Franchisor and its affiliates to obtain its sales, sales mix, and revenue information from the System. Franchisee acknowledges that Franchisor and its affiliates will use information from required reports primarily to make business and marketing decisions.

7. **Training.** Section 7.1 of the Agreement is hereby supplemented and amended by providing that, where the Franchisee has appointed a full-time Designated Manager who will attend the training programs and who will be directly responsible for the proper operation of the Non-Traditional Restaurant, then a Managing Owner shall not be required to take and pass the competency tests or the training program. This waiver as to the Managing Owner shall apply only for as long as the Non-Traditional Restaurant is under the direct supervision of a full-time Designated Manager who is employed by Franchisee and has successfully completed all required tests and training programs. In the event the Designated Manager leaves the employ of Franchisee or becomes no longer responsible for the operation of the Non-Traditional Restaurant, then Franchisee must immediately hire or appoint an existing employee as a replacement Designated Manager who shall be a full-time employee and who shall successfully complete all required competency tests and training programs, failing which, the foregoing waiver with respect to a Managing Owner shall automatically and without notice be rescinded.

8. **Non-Traditional Restaurant Operations.** Section 11.1(e) of the Agreement is hereby supplemented by adding the following:

Franchisor and Franchisee acknowledge and agree that the products and services offered for sale from the Non-Traditional Restaurant, and the standards and specifications of Franchisor and its affiliates, may differ from that of a traditional QUIZNOS Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor and its affiliates.

9. **Grand Opening.** Section 12.2 of the Agreement is hereby amended to require Franchisee to spend a minimum of Three Thousand Dollars (\$3,000) for the grand opening program. All other terms of Section 12.2 of the Agreement remain the same.

10. **Restrictions on Services and Products.** The following is added at the end of Section 13.3 of the Agreement:

Franchisee agrees that, during the term of the Agreement, it will not offer or sell any Sub-Sandwiches or any type of Branded Sandwich from or through the Host Facility other than from or through the Non-Traditional Restaurant. "**Sub-Sandwich**" is defined as a submarine, hoagie, hero-type, or deli-style sandwich. "**Branded Sandwich**" is defined as any sandwich marketed by a fast food franchisor or chain, whose primary menu items consist of sandwiches, under a locally, regionally, or nationally known or registered trade name, trademark, or service mark. Except for Sub-Sandwich or Branded Sandwich products, Franchisee may sell other food products from or through the portion of the Host Facility that does not comprise the Non-Traditional Restaurant.

11. **Financial Reports.** Franchisee will not be required to use the designated Service Provider as described in Section 15.1 of the Agreement. The Bookkeeping Services may be performed by Franchisee internally or by a different third-party provider.

12. **Financial Records Use and Access.** The second sentence of Section 15.2 of the Agreement is hereby deleted in its entirety.

13. **Term.** Section 17.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

17.1 **Term.** The primary term of this Agreement is for a period of five (5) years from the Effective Date, unless sooner terminated.

14. **Renewal.** Section 17.2 of the Agreement is hereby amended to provide that the term of Franchisee's option to renew is five (5) years. All other terms of Section 17.2 remain the same.

15. **Default and Termination.** The following new Section 18.2(r) is added:

18.2(r) **Loss of Right to Operate Host Facility.** If Franchisee loses the right for whatever reason to operate the Host Facility.

16. **Right to Repurchase.** The first sentence of Section 18.6 of the Agreement is deleted and replaced in its entirety with the following:

Upon expiration or termination of this Agreement for any reason, Franchisor shall have the option to purchase the assets used in the operation of the Non-Traditional Restaurant, or a portion of the assets, which option, however, shall not include the right to purchase any fixtures or real property interest.

In addition, Section 18.6(b) is deleted.

17. **Non-Competition During Term.** Sections 20.1(a) and (b) of the Agreement are hereby deleted. In addition, Section 20.1 of the Agreement is hereby amended to provide that the term "**Competitive Business**" shall mean any business operating, or granting franchises or licenses to others to operate, a restaurant or other food service business deriving more than ten percent (10%) of its gross receipts, excluding gross receipts relating to the sale of alcoholic beverages, from the sale of Sub-Sandwiches (as defined above). The offer or sale of food products other than Sub-Sandwiches or Branded Sandwiches through or from the portion of the Host Facility that does not comprise the Non-Traditional Restaurant shall not be considered a Competitive Business.

18. **Branded Business.** Section 20.2 of the Agreement is hereby deleted in its entirety.

19. **Post Termination Covenant Not to Compete.** Section 20.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

20.3 **Post Termination Covenant Not to Compete.** For a period of two (2) years from the effective date of termination or expiration of this Agreement for any reason, or the date on which Franchisee and all other Bound Parties begin to comply with this Section, whichever is later, neither Franchisee nor its Bound Parties shall have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative, agent, or in any other capacity in any Branded Sandwich franchise or chain located within a five (5) mile radius of the Host Facility (including at the Host Facility) or within a five (5) mile radius of any other QUIZNOS Restaurant existing on the later of the effective date of termination or expiration of this Agreement or the date on which Franchisee and all other Bound Parties begin to comply with this Section. The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Franchisee and the other Bound Parties expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

20. **Additional Remedies for a Breach.** Section 20.4's reference to Section 20.2 is hereby deleted.

21. **Confidentiality of Proprietary Information.** The following is added to the end of Section 20.5 of the Agreement:

Franchisee shall not use the Licensed Methods, including, without limitation, Franchisor's and its affiliates' recipes, materials, forms, menus, items, supplies, business forms, or business policies, as stated in the Operations Manual or otherwise, except for the benefit of Franchisor and its affiliates and in operation of the Franchisee's Non-Traditional Restaurant.

22. **Security Interest.** Section 22 of the Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)

(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

**EXHIBIT K
(TO DISCLOSURE DOCUMENT)**

CONSENT TO TRANSFER

AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER

THIS AGREEMENT AND CONDITIONAL CONSENT TO TRANSFER (“Agreement”) is made among QFA ROYALTIES LLC (“Franchisor”), [SELLER NAME(S) OR ENTITY NAME] (“Seller”), and [BUYER NAME(S) OR ENTITY NAME] (“Buyer”), and, if any, the undersigned Guarantors, effective as of the Effective Date.

RECITALS

A. Seller is the franchisee pursuant to that certain franchise agreement between Franchisor and Seller, as franchisee, dated [date of seller franchise agreement] (the “Seller Franchise Agreement”), governing the operation of the Quiznos restaurant located at [store address] (the “Restaurant” or “Franchised Location”);

B. Buyer is the franchisee under that certain franchise agreement between Franchisor and Buyer, as franchisee, dated [date of buyer franchise agreement] (the “Buyer Franchise Agreement”);

C. Seller has notified Franchisor that it and Buyer have entered into an Asset Purchase Agreement, dated [date of asset purchase agreement] (the “Purchase Agreement”), pursuant to which Seller has agreed to sell and Buyer has agreed to purchase all of the rights, obligations and assets relating to the Restaurant (the “Interests”) and, further, that Buyer has agreed to assume the lease obligations with regard to the Franchised Location (collectively, the “Transfer”); and

D. Seller and the guarantors of the obligations of Seller (the “Seller Guarantors”) have requested that Franchisor consent to the Transfer and release Seller and the Seller Guarantors from all obligations under the Seller Franchise Agreement and guaranty, respectively; and

E. The parties desire to (i) amend the Seller Franchise Agreement and Buyer Franchise Agreement as set forth below; and (ii) set forth the terms and conditions under which Franchisor will consent to the Transfer.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals, which are incorporated herein, the mutual covenants expressed herein and other valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Effective Date.** The “Effective Date” will be the date on which Franchisor signs this Agreement acknowledging its consent to the proposed Transfer.

2. **Proposed Transfer.** Buyer is purchasing the Interests from Seller in accordance with the terms and conditions of the Purchase Agreement, a copy of which has been provided to Franchisor by Seller and Buyer. Seller and Buyer represent and warrant that the form of Purchase Agreement provided to Franchisor is the final version of the agreement and is the version which has been or will be executed by them to effectuate the Transfer.

3. **Conditional Consent; Release of Guaranty.** The Seller Franchise Agreement provides that the Transfer cannot take place without the consent of Franchisor. Franchisor will consent to the Transfer, as provided in the Seller Franchise Agreement, and will release (a) Seller from any obligations arising under the Seller Franchise Agreement and (b) Seller Guarantors under any guaranty agreement (in each case except as described below) from and after the Effective Date; provided, however, such consent and release are expressly contingent upon compliance with the following terms and conditions on or before the date of the closing of the Transfer (“Closing Date”):

a. **Franchise Agreement.** The Seller Franchise Agreement will terminate as of the Closing Date in accordance with the terms set forth in Section 8 below, and the operation of the Restaurant will thereafter be governed by the Buyer Franchise Agreement;

b. **Payment of Amounts Due.** Seller will pay all amounts due and owing from Seller (or an affiliate of Seller) to Franchisor through the Closing Date[, including but not limited to past due royalty and advertising fees in the amount of [\$_____]];

c. **Transfer Fee.** Upon execution of this Agreement, a transfer fee of [\$_____] (“Transfer Fee”) shall be paid to Franchisor as provided in the Seller Franchise Agreement. Except as described in Section 5 below, Seller and Buyer acknowledge and agree that Franchisor has earned the Transfer Fee upon receipt thereof and that the Transfer Fee is not refundable;

d. **Financial Statements.** Seller will provide Franchisor with all required monthly financial statements for the Restaurant through the Closing Date;

e. **Training.** Buyer or Buyer’s designated representative(s) shall have satisfactorily completed the initial training program as described in the Buyer Franchise Agreement prior to the Closing Date;

f. **Fee Deposit.** Upon execution of this Agreement, Seller agrees to deposit \$1,600 with Franchisor (“Fee Deposit”). Within 45 days following the Closing Date, Franchisor will refund the Fee Deposit to Seller, less any amounts which may be due pursuant to Section 3(b);

g. **Right to Possession.** Buyer will provide satisfactory evidence to Franchisor that Buyer has the right to possession of the premises for the Restaurant by way of lease assignment and/or assumption or otherwise (with all required landlord consents), as more fully described in Section 6 below;

h. **Site Selection Assistance.** Buyer acknowledges and agrees that Franchisor has complied with and satisfied its obligations under the Buyer Franchise Agreement to provide site selection and development assistance;

i. **Remodeling.** Seller and Buyer shall ensure that all of the items reflected on the pre-sale inspection (“Inspection”) which is attached hereto as Schedule 3.i have been completed prior to the Closing Date or by such other date specified in the Inspection;

- j. **Purchase Agreement.** The Purchase Agreement will not be amended and the terms of the transaction thereunder will not be changed except with the prior written consent of Franchisor;
- k. **Buyer Loans.** Buyer shall provide Franchisor with copies of all loan documents or loan commitments evidencing all debt taken on by Buyer in connection with the purchase of the Restaurant; and
- l. **Restaurant Possession.** Prior to the Closing Date and changing possession of the Restaurant, Seller and Buyer shall obtain the written consent of Franchisor to change possession.
- m. **Maximum Borrowing.** Buyer acknowledges that Franchisor requires that the total debt which can be undertaken by Buyer in connection with the Buyer Franchise Agreement and the purchase of the Restaurant may not exceed certain limits unless Franchisor provides written consent otherwise. Accordingly, Buyer acknowledges and agrees that the [maximum allowable debt in connection with the purchase of the Restaurant is [\$ _____] and that it is not and will not exceed such debt] [purchase price for the Restaurant shall be paid via cash such that there is no debt on the Restaurant].
- n. **Seller Financing.** Regardless of any provision of the Purchase Agreement (or any other agreement) to the contrary, if Seller provides financing to Buyer for any portion of the purchase price for the Restaurant and such financing is secured by any assets of the Restaurant, Seller acknowledges and agrees that Seller does not and will not have any interests or rights, revisionary or otherwise, to operate the Restaurant after the Closing Date pursuant to the Seller Franchise Agreement or Buyer Franchise Agreement.
4. **Waiver of Right of First Refusal.** Franchisor hereby waives any right of first refusal to purchase the Interests as it may have pursuant to the Seller Franchise Agreement.
5. **Contingency.** Franchisor may terminate this Agreement and/or the Buyer Franchise Agreement, if:
- a. The transactions contemplated between Seller and Buyer are not approved by Franchisor;
 - b. Buyer fails to satisfactorily complete the initial training program as described in the Buyer Franchise Agreement; or
 - c. Seller and Buyer fail to change ownership and/or possession of the Restaurant as described herein within 90 days following the Effective Date of this Agreement.

In the event of such termination, Franchisor will refund the Transfer Fee, without interest, within thirty (30) days after receipt by Franchisor of an executed termination and release agreement acceptable to Franchisor; provided, however if this Agreement and/or the Buyer Franchise Agreement are terminated after Buyer or Buyer's designated representatives have begun the initial training program, Franchisor will only be obligated to refund fifty percent

(50%) of the Transfer Fee. Further provided that, if Buyer has already completed the initial training program in connection with its ownership of another QUIZNOS Restaurant, and this Agreement and/or the Buyer Franchise Agreement are terminated after the Effective Date of this Agreement, Franchisor will only be obligated to refund fifty percent (50%) of the Transfer Fee. However, if this Agreement and/or the Buyer Franchise Agreement are terminated solely because either the landlord does not approve the assignment of the lease for the Restaurant, and such approval is required, or Buyer is unable to obtain financing for the transaction contemplated between Seller and Buyer, then Franchisor will refund all of the Transfer Fee.

6. **Assignment/Assumption of Premise Lease.** Buyer and Seller acknowledge that one of the requirements of Franchisor's consent is that the premises lease be assigned to and/or otherwise assumed by the Buyer and that the lease for the Restaurant premises may require consent of and/or notice to the landlord with respect to such assignment and/or assumption. Provided Buyer takes an assignment of the lease for the Restaurant and the terms of such lease are not amended, Franchisor waives the requirement for lease review and approval (and the associated lease review fee) set forth in the Buyer Franchise Agreement. If the lease terms are amended or Buyer enters into a new lease for the Restaurant, all lease review and approval requirements (including payment of the lease review fee) set forth in the Buyer Franchise Agreement shall remain applicable. Buyer acknowledges and agrees that Franchisor's approval of the Restaurant location and waiver of the lease review requirement or approval of the lease terms do not constitute a recommendation, endorsement, or guarantee by Franchisor of the suitability of the Restaurant location or the lease, and Buyer acknowledges that it has taken all steps necessary to ascertain whether such Restaurant location and lease are acceptable to Buyer.

Buyer and Seller further acknowledge and agree that, if Franchisor is granting consent to a change of ownership and possession of the Restaurant prior to the time that landlord's consent has been secured, such consent does not eliminate the need (if it exists under the lease) for Buyer and Seller to secure the landlord's consent or to provide notice to the landlord, as appropriate, and that changing ownership and possession prior to such time may be a default under the lease. It is incumbent upon Buyer and Seller to secure any consent and to provide any notice to the landlord as required under the lease. Buyer and Seller agree that they will timely secure such consent and provide such required notice to landlord and provide Franchisor with a copy thereof regardless of whether a change of ownership and possession may have been authorized by Franchisor. If ownership and possession change prior to securing landlord's consent, where required by the lease, Buyer and Seller release Franchisor from any liability resulting the failure to secure such consent prior to changing ownership and possession of the Restaurant.

7. **Grand Opening.** The grand opening expenditure requirement set forth in Section 12.2 of the Buyer Franchise Agreement shall be deleted; provided all other terms of Section 12.2 remain the same.

8. **Termination of Seller Franchise Agreement and Guaranties.** Franchisor and Seller acknowledge and agree that, as of the Closing Date and upon the Transfer and compliance with the conditions set forth in Section 3 above, the Seller Franchise Agreement and the guaranties (if any) will automatically terminate and neither Seller nor Seller Guarantors shall have any further rights or obligations thereunder except that neither Seller nor any Seller Guarantor shall be released from:

- a. any obligations to pay money to Franchisor owed under either the Seller Franchise Agreement or the guaranty prior to the Closing Date; or
- b. the provisions of the Seller Franchise Agreement that, either expressly or by their nature, survive termination of the Seller Franchise Agreement (including without limitation the post-termination restrictive covenants, dispute resolution and notice, and confidentiality provisions of the Seller Franchise Agreement).

9. **Release of Franchisor.** Seller, the Seller Guarantors and Buyer, and each of them, for themselves and their respective affiliates, employees, officers, directors, successors, assigns, and other representatives, hereby fully and forever unconditionally release and discharge Franchisor, and its affiliates, parents, subsidiaries, area directors, agents, and insurers and their respective employees, officers, directors, successors, assigns, guarantors and other representatives (the “Released Parties”), from any and all claims, demands, obligations, actions, liabilities and damages of every kind or nature whatsoever, in law or in equity, whether known or unknown to them, which they may have against the Released Parties as of the date of this Agreement, or which may thereafter be discovered, accrued, or sustained, in connection with, as a result of, or in any way arising from, any relations or transactions with the Released Parties, however characterized or described, including but not limited to, any claims arising from the Seller Franchise Agreement, the Buyer Franchise Agreement or the Purchase Agreement or the transactions described herein.

IF THE RESTAURANT IS LOCATED IN CALIFORNIA OR IF EITHER BUYER OR SELLER IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS THE INTENTION OF SELLER AND BUYER IN EXECUTING THIS AGREEMENT THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND OR CAUSE OF ACTION RELEASED BY SELLER AND/OR BUYER. EACH OF SELLER AND BUYER RECOGNIZES THAT HE, SHE OR IT MAY HAVE SOME CLAIM, DEMAND OR CAUSE OF ACTION AGAINST THE RELEASE PARTIES OF WHICH HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH HE, SHE OR IT IS GIVING UP BY EXECUTING THIS AGREEMENT. IT IS THE INTENTION OF EACH OF SELLER AND BUYER IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE HIM, HER OR IT OF SUCH CLAIM, DEMAND OR CAUSE OF ACTION AND PREVENT HIM, HER OR IT FROM ASSERTING IT AGAINST THE RELEASED PARTIES. IN FURTHERANCE OF THIS INTENTION, SELLER AND BUYER EXPRESSLY WAIVE ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

EACH OF SELLER AND BUYER ACKNOWLEDGES AND REPRESENTS THAT HE, SHE, OR IT HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS AGREEMENT AND THAT HE, SHE, OR IT UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS AGREEMENT SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS AND CAUSES OF ACTION.

If the Restaurant is located in Maryland or if either Buyer or Seller is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

10. **Non-Disparagement.** In consideration of the accommodations provided to Seller, the Seller Guarantors, and Buyer and concessions made by Franchisor and its affiliates under this Agreement, Seller, the Seller Guarantors, and Buyer agree not to, and to use their best efforts to cause their current and former shareholders, officers, directors principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor or the Released Parties or their respective current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the Quiznos brand, the Quiznos system, or any other service-marked or trademarked concept of Franchisor, or which would subject the Quiznos brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

11. **Acknowledgment.** Buyer and Seller acknowledge that although Franchisor or its affiliates, employees, officers, directors, successors, assigns, and other representatives may have been involved in Buyer's purchase of the Interests from Seller, Buyer and Seller have assumed sole and full responsibility for making the final decision to purchase and sell the Interests and each has consulted, or has had the opportunity to consult but, of its own accord, elected not to consult, with its own legal and financial advisors. Buyer further understands that as part of analyzing the purchase of the Interests from Seller, it is Buyer's responsibility to meet with or otherwise gather necessary information from the appropriate parties which may or may not affect Buyer's purchase of the Interests from Seller.

12. **Additional Documents.** Buyer and Seller agree to execute such additional documents as may be necessary to complete the Transfer as contemplated by the Purchase Agreement, the Seller Franchise Agreement and the Buyer Franchise Agreement.

13. **Miscellaneous Provisions.** This Agreement will be construed and enforced in accordance with, and governed by, the laws of the state of Colorado. This Agreement may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The headings of this Agreement are for convenience and reference only and will not limit or

otherwise affect the meaning hereof. In the event of any conflict between the terms of this Agreement and the terms of the Seller Franchise Agreement or the Buyer Franchise Agreement, the terms of this Agreement shall control. This Agreement may be executed in any number of counterparts and sent via facsimile, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the applicable franchise agreement.

THUS signed by the parties shown below and made effective as of the Effective Date.

SELLER(S): If Seller is a legal entity, name of entity: _____	
By: _____	By: _____
Name: _____	Name: _____
Title (if applicable): _____	Title (if applicable): _____
By: _____	By: _____
Name: _____	Name: _____
Title (if applicable): _____	Title (if applicable): _____

SELLOR GUARANTORS:	
_____	_____
Print Name: _____	Print Name: _____
_____	_____
Print Name: _____	Print Name: _____

BUYER(S): If Buyer is a legal entity, name of entity: _____	
By: _____	By: _____
Name: _____	Name: _____
Title (if applicable): _____	Title (if applicable): _____
By: _____	By: _____
Name: _____	Name: _____
Title (if applicable): _____	Title (if applicable): _____

[Franchisor signature on following page]

ACCEPTED:

QFA ROYALTIES LLC

By: _____

Title: _____

Date*: _____

*This date is the Effective Date

**EXHIBIT L
(TO DISCLOSURE DOCUMENT)**

RENEWAL ADDENDUM

RENEWAL ADDENDUM TO FRANCHISE AGREEMENT
(to be signed by a renewing franchisee concurrently with the Franchise Agreement)

BETWEEN QFA ROYALTIES LLC
AND

THIS RENEWAL ADDENDUM ("Addendum") to the Franchise Agreement dated as of the Effective Date (the "Agreement") between **QFA ROYALTIES LLC** ("Franchisor") and _____ ("Franchisee"), is made as of the same date to amend and supplement certain terms and conditions of the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Agreement.

1. **Franchised Location.** Franchisor has previously approved the Franchised Location as required pursuant to Section 6.1. The Franchised Location is: _____

2. **Lease Approval.** Franchisor has previously approved the lease for the Franchised Location as required pursuant to Section 6.2 and therefore waives the requirement for lease review and approval (and the associated lease review fee); provided, however, that if Franchisee enters into a new lease for the Franchised Location during the term of the Agreement, all lease review and approval requirements shall remain applicable.

3. **Commencement of Operations.** Franchisor and Franchisee acknowledge that the Franchised Location has commenced operations as required pursuant to Section 6.8.

4. **Franchisor's Development Assistance.** Franchisee acknowledges and agrees that Franchisor has complied with its obligations under the Agreement (or Franchisee waives, as the case may be, Franchisor's obligation) to (1) assist Franchisee in choosing the Franchised Location and determining fulfillment of the requisite criteria for the Franchised Location, such determination based on information provided by Franchisee (including those obligations set forth in Section 9.1(a)); and (2) to provide opening support services listed in Section 9.1(f) .

5. **Grand Opening.** Section 12.2 of the Agreement is deleted.

6. **Renewal Fee.** Franchisee agrees to pay a renewal fee of [\$ _____] to Franchisor concurrently with the execution of the Agreement.

7. **Remodeling.** Franchisee will complete the remodeling and renovations of the Restaurant, at Franchisee's expense, listed on Exhibit A to this Addendum no later than 60 days following the Effective Date of the Agreement or at such different time as set forth in Exhibit A.

8. **Release.** Franchisee, for itself and its affiliates and their respective owners, officers, directors, employees, heirs, successors, assigns, agents and representatives (collectively, the "Releasing Parties"), hereby fully and forever unconditionally releases and discharges the Franchisor, and its predecessors and affiliates, and their respective successors, assigns, agents,

representatives, employees, owners, officers, directors, principals and attorneys (collectively referred to as "Franchisor Parties") from any and all claims, demands, obligations, actions, liabilities, defenses or damages of every kind and nature whatsoever, in law or in equity, whether known or unknown, which may hereafter be discovered, in connection with, as a result of, or in any way arising from, any relationship or transaction with the Franchisor or the Franchisor Parties, however characterized or described, from the beginning of time until the date of this Addendum.

IF THE RESTAURANT FRANCHISEE OPERATES UNDER THE AGREEMENT IS LOCATED IN CALIFORNIA OR IF FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS FRANCHISEE'S INTENTION, ON ITS OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY FRANCHISEE OR THE RELEASING PARTIES. FRANCHISEE RECOGNIZES THAT FRANCHISEE OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE FRANCHISOR PARTIES OF WHICH FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS FRANCHISEE'S INTENTION, ON ITS OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE FRANCHISOR PARTIES. IN FURTHERANCE OF THIS INTENTION, FRANCHISEE, ON ITS OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.”

FRANCHISEE ACKNOWLEDGES AND REPRESENTS THAT FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF

ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the Restaurant Franchisee operates under the Agreement is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply:

Notwithstanding the foregoing, any release provided hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

9. **Non-Disparagement.** Franchisee agrees not to, and to use its best efforts to cause its current and former shareholders, officers, directors, principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of any of the Franchisor Parties, the Quiznos brand, the Quiznos system, or any other service-marked or trademarked concept of Franchisor, or which would subject the Quiznos brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an **INDIVIDUAL(S)**
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____
Signature

Print Name: _____
Title: _____
Date: _____

**EXHIBIT M
(TO DISCLOSURE DOCUMENT)**

EQUIPMENT LEASE AGREEMENT

EQUIPMENT LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this ____ day of _____, 20__ by and between American Food Distributors LLC and certain of its affiliates (“Lessor”) and _____ (“Lessee”).

RECITALS

1. Lessee is a franchisee of QFA Royalties LLC, an affiliate of American Food Distributors LLC, and is operating, or will operate, during the term of this Lease, a QUIZNOS restaurant (“Restaurant”).
2. Lessor is the owner of certain beverage dispensing equipment, including fountain equipment for dispensing carbonated beverages (“Beverage Equipment”).
3. Lessor and Lessee have agreed that Lessor will lease to Lessee, at no cost to Lessee (other than as set forth in this Lease), the Beverage Equipment, subject to the terms and conditions contained in this Lease.

AGREEMENT

1. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the Beverage Equipment, including any attachments, replacement parts, substitutions, additions, repairs or accessories now or hereafter affixed to the Beverage Equipment, upon the terms and conditions set forth in this Lease. All terms and conditions of this Lease shall govern the rights and obligations of Lessor and Lessee with respect to the Beverage Equipment, except as specifically modified in a writing signed by an authorized representative of Lessor.
2. Lessee agrees that it or its designated representative(s) shall sign for delivery of the Beverage Equipment and that such signature shall be deemed to be Lessee’s acceptance of the Beverage Equipment and acknowledgment that Lessee is satisfied that the Beverage Equipment is satisfactory in every respect. This lease shall automatically extend to any attachments, replacement parts, substitutions, additions, repairs or accessories now or hereafter affixed to the Beverage Equipment. The Beverage Equipment may be used solely in the operation of the Restaurant during the term and in accordance with the provisions of the applicable franchise agreement between QFA Royalties LLC and Lessee for the Restaurant (the “Franchise Agreement”).
3. Lessee acknowledges and agrees that the Beverage Equipment is being leased to Lessee at no cost to Lessee and that Lessee shall not have title to, or any other ownership rights with respect to, the Beverage Equipment, except that Lessee shall be obligated to pay any property, sales and use tax on the Beverage Equipment at such time as Lessor designates and Lessee is responsible for all costs incurred for maintenance, repair and replacement of all or any part of the Beverage Equipment. So long as Lessee remains a franchisee of QFA Royalties LLC, uses the beverage products designated by Lessor, and is in compliance with the terms of the

Franchise Agreement, Lessee may use the Beverage Equipment at the Restaurant at no cost. Lessee shall not move the Beverage Equipment from the premises of the Restaurant.

4. Upon expiration or termination of the Franchise Agreement for any reason, Lessee shall immediately return to Lessor (or its designated affiliate), at Lessee's sole expense, the Beverage Equipment.

5. Lessee hereby accepts the Beverage Equipment "as is, where is" and without any warranty of any kind from Lessor. Lessor hereby disclaims any warranties with respect to the Beverage Equipment, whether express or implied, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

6. LESSEE SHALL USE THE BEVERAGE EQUIPMENT FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. THIS LEASE IS GOVERNED BY THE LAWS OF THE STATE OF COLORADO AND JURISDICTION AND VENUE SHALL BE WITH THE FEDERAL COURTS OF COLORADO AND STATE COURTS SITTING IN DENVER, COLORADO. THIS LEASE WILL NOT BE BINDING UNTIL LESSOR SIGNS BELOW.

[Signatures on Following Page]

**LESSOR:
AMERICAN FOOD DISTRIBUTORS LLC**

By: _____

Title: _____

Date: _____

LESSEE:

Sign here if under the Franchise Agreement
you are an

INDIVIDUAL(S)

(Note: use these blocks if you are an individual or a
partnership but the partnership is not a separate
legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if under the Franchise Agreement
you are a

**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

**EXHIBIT N
(TO DISCLOSURE DOCUMENT)**

ADDENDUM TO FRANCHISE AGREEMENT NON-TRADITIONAL CART

**ADDENDUM TO FRANCHISE AGREEMENT
FOR A NON-TRADITIONAL RESTAURANT (CART)**

THIS ADDENDUM to the Franchise Agreement (the “**Agreement**”) is made on the Effective Date between QFA Royalties LLC (“**Franchisor**”) and _____ (“**Franchisee**”). The following amends and shall be incorporated into the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Agreement. For and in consideration of the mutual covenants contained herein and other valuable consideration, receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

1. **Cart Restaurant.** Franchisee operates an existing QUIZNOS Restaurant at _____ (the “**Existing Restaurant**”) pursuant to a Franchise Agreement dated _____ between Franchisor (or an affiliate) and Franchisee (the “**Existing Franchise Agreement**”). In connection with its operation of the Existing Restaurant, Franchisee desires to operate a cart restaurant serving products approved by Franchisor (“**Cart Restaurant**”), all of which must be prepared at the Existing Restaurant pursuant to specifications and procedures prescribed by the QUIZNOS Cart Restaurant Operations Manual or otherwise in writing. All references in the Agreement to the “**Restaurant,**” as defined in Section 1.1 of the Agreement, are deleted and the reference “**Cart Restaurant**” is inserted in their place. Except as otherwise noted in this Addendum or the Agreement, all applicable terms, conditions, and requirements set forth in the Agreement applicable to the Restaurant apply to the Cart Restaurant. Franchisor’s approval of the development and operation of a Cart Restaurant, as required pursuant to Section 3.3 of the Agreement, is hereby granted. The terms of the Agreement and of this Addendum apply only to the Cart Restaurant operations and products offered or sold from or through the Cart Restaurant and not to the other business of Franchisee located in the Host Facility (defined below) except as specifically set forth in this Addendum.

2. **Franchised Location.** The Franchised Location shall be located at the following facility (also referred to as the “**Host Facility**”):

If the placement and operation of the Cart Restaurant in or in connection with the Host Facility require the consent of the owner, franchisor, or licensor of the Host Facility, Franchisee agrees to obtain such consent in writing (and provide a copy thereof to Franchisor), and Franchisee acknowledges and agrees that such consent is a condition precedent to the grant of Franchisee’s right to establish and operate the Cart Restaurant.

3. **Initial Franchise Fee.** Section 4.1 of the Agreement is deleted and replaced in its entirety with the following:

Franchisee agrees to pay to Franchisor, concurrently with signing this Agreement, an initial franchise fee of Ten Thousand Dollars (\$10,000) (“Initial Franchise Fee”). If Franchisee is purchasing an existing QUIZNOS Cart Restaurant in connection with the execution of this Agreement, Franchisee is not required to pay the Initial Franchise Fee, provided that Franchisee or the seller of the Cart Restaurant pays the transfer fee required under the seller’s franchise agreement. Franchisee acknowledges and agrees that the Initial Franchise Fee represents

payment for the initial grant of the right to use the Marks and Licensed Methods, and that Franchisor has earned the Initial Franchise Fee upon acceptance and execution of this Agreement by Franchisor.

4. **Beverages.** All fountain drinks sold in the Cart Restaurant shall be served in a QUIZNOS logo cup, and all such sales will be included in Gross Sales. Franchisee may have a separate fountain for the Cart Restaurant, or the Cart Restaurant may share a common self-service fountain with the rest of the Host Facility.

5. **Franchised Location.** Section 6.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.1 **Approval of Franchised Location.** Franchisor has approved the location as the Franchised Location. Franchisee acknowledges and agrees that (1) Franchisor's approval does not constitute a guarantee, recommendation, or endorsement of the Franchised Location and that the success of the Cart Restaurant is dependent upon Franchisee's abilities; and (2) Franchisor has complied with its obligations under the Agreement to assist Franchisee with respect to criteria for the Franchised Location and determining fulfillment of the requisite criteria for the Franchised Location, such determination based on whatever information has been provided by Franchisee and in deference to Franchisee's expertise as a large food service contractor.

6. **Lease Approval.** Section 6.2 of the Agreement is hereby deleted in its entirety.

7. **Signs.** Section 6.5 of the Agreement is hereby supplemented by adding the following:

Franchisee agrees to use best efforts to maximize the use of Franchisor's Marks on pre-existing and new signs placed at the Franchised Location and on the premises of the Host Facility. All signs and their placement configuration shall be approved by both Franchisee and Franchisor, which approval shall not be unreasonably withheld and shall be based on parameters which shall best maximize sign usage to the extent allowable under any landlord restrictions and any applicable local laws, zoning ordinances, and other similar requirements.

8. **Equipment.** Section 6.6 of the Agreement is hereby deleted and replaced by the following:

6.6 **Equipment.** Franchisee shall purchase or otherwise obtain for use in connection with the Cart Restaurant such equipment of a type and in an amount which complies with Franchisor's and its affiliates' standards and specifications and only from suppliers or other sources approved and/or designated by Franchisor and its affiliates. Franchisor and its affiliates may designate only one supplier for certain items, and Franchisor and/or its affiliates may be an approved or the designated supplier for certain items. Franchisee acknowledges that the type, quality, configuration, capability, and/or performance of the Cart Restaurant's equipment are all standards and specifications which are a part of the Licensed Methods. Franchisee shall configure its computer cash register system in use in the Host Facility ("**System**") to accurately record every sale or other transaction. Franchisee also must install and maintain a cash register terminal in the Cart Restaurant portion of the Host Facility. The point-of-sale system used at the Host Facility shall differentiate sales of the Cart Restaurant from sales of the rest of the Host Facility by the use of "price look up" ("**PLU**") or other keys that track and tally sales of

the Cart Restaurant separately and shall report Cart Restaurant Gross Sales by item type. Franchisee shall submit any required reports in a format designated from time to time by Franchisor. Franchisee grants Franchisor and its affiliates reasonable access to its records only on the System and authorizes Franchisor and its affiliates to obtain its sales, sales mix, and revenue information from the System. Franchisee acknowledges that Franchisor and its affiliates will use information from required reports primarily to make business and marketing decisions.

9. **Training.** Section 7.1 of the Agreement is hereby supplemented and amended by providing that, where the Franchisee has appointed a full-time Designated Manager who will attend the training programs and who will be directly responsible for the proper operation of the Cart Restaurant, then a Managing Owner shall not be required to take and pass the competency tests or the training program. This waiver as to the Managing Owner shall apply only for as long as the Cart Restaurant is under the direct supervision of a full-time Designated Manager who is employed by Franchisee and has successfully completed all required tests and training programs. In the event the Designated Manager leaves the employ of Franchisee or becomes no longer responsible for the operation of the Cart Restaurant, then Franchisee must immediately hire or appoint an existing employee as a replacement Designated Manager who shall be a full-time employee and who shall successfully complete all required competency tests and training programs, failing which, the foregoing waiver with respect to a Managing Owner shall automatically and without notice be rescinded.

10. **Cart Restaurant Operations.** Section 11.1(e) of the Agreement is hereby supplemented by adding the following:

Franchisee shall prepare all products offered by the Cart Restaurant at the Existing Restaurant pursuant to specifications and procedures prescribed by the Operations Manual or otherwise in writing. Franchisor and Franchisee acknowledge and agree that the products and services offered for sale from the Cart Restaurant, and the standards and specifications of Franchisor and its affiliates, may differ from that of a traditional QUIZNOS Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor and its affiliates. Specifically, the Cart Restaurant to be opened and developed hereunder is intended to be a cart restaurant, and as such it may be required to offer a more limited menu than a traditional QUIZNOS Restaurant offers. Therefore, Franchisee acknowledges and agrees that Franchisor may designate a non-standard menu for the Cart Restaurant, and such non-standard menu may be changed from time to time in Franchisor's sole discretion.

11. **Grand Opening.** Section 12.2 of the Agreement is hereby amended to require Franchisee to spend a minimum of Three Thousand Dollars (\$3,000) for the grand opening program. All other terms of Section 12.2 of the Agreement remain the same.

12. **Local Advertising.** Section 12.4 of the Agreement is hereby deleted and replaced in its entirety with the following.

12.4 **Local Advertising.** Franchisee agrees to conduct local advertising and promotions for the Cart Restaurant. The amounts spent for and the manner of conducting such local advertising shall be within the reasonable discretion of Franchisee. Franchisee shall request and obtain Franchisor's prior written approval of any such local advertising and promotional programs in accordance with section 12.1 hereof. Franchisor may request that Franchisee

prepare and submit quarterly report(s) to Franchisor which described local advertising and promotional efforts and the amounts spent on such efforts

13. **Financial Reports.** Franchisee will not be required to use the designated Service Provider as described in Section 15.1 of the Agreement. The Bookkeeping Services may be performed by Franchisee internally or by a different third-party provider. Section 15.1(c) of the Agreement is hereby deleted in its entirety.

14. **Financial Records Use and Access.** In the event, and only in the event, Franchisee is authorized to use a point-of-sale system which is common not only to the Cart Restaurant but also other food and retail businesses operated by Franchisee in the Host Facility, the second sentence of Section 15.2 of the Agreement regarding Franchisor's ability to poll is hereby deleted.

15. **Term.** Section 17.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

17.1 **Term.** The primary term of this Agreement is for a period of five (5) years from the Effective Date, unless sooner terminated.

16. **Renewal.** Section 17.2 of the Agreement is hereby amended to provide that the term of Franchisee's option to renew is five (5) years. All other terms of Section 17.2 of the Agreement remain the same.

17. **Default and Termination.** The following new Sections 18.2(r) and 18.2(s) are added:

(r) **Loss of Right to Operate Host Facility.** If Franchisee loses the right for whatever reason to operate the Cart Restaurant within the Host Facility.

(s) **Termination or Expiration of Existing Franchise Agreement.** If the Existing Franchise Agreement is terminated by Franchisor or Franchisee, or if the Existing Franchise Agreement expires.

18. **Operation of Existing Restaurant.** Franchisee acknowledges and agrees that Franchisee must be operating the Existing Restaurant in order for Franchisee to operate the Cart Restaurant. Franchisee further acknowledges and agrees that if Franchisee ceases operating the Existing Restaurant or abandons the Existing Restaurant, for any reason, Franchisee must immediately cease operating the Cart Restaurant.

19. **Right to Repurchase.** Section 18.6 of the Agreement is hereby supplemented and amended in the following particulars:

a. The first sentence of 18.6 is hereby deleted and replaced in its entirety with the following:

Upon termination or expiration of this Agreement for any reason, Franchisor shall have the option to purchase the assets used in the operation of the Cart Restaurant, or a portion of the assets, which option, however, shall not include the right to purchase any fixtures or real property interest.

b. Section 18.6(b) of the Agreement is hereby deleted in its entirety.

20. **Non-Competition During Term.** Sections 20.1(a) and 20.1(b) of the Agreement are hereby deleted in their entirety. In addition, Section 20.1 of the Agreement is hereby amended to provide that the term “**Competitive Business**” shall mean any business operating, or granting franchises or licenses to others to operate, a restaurant or other food service business deriving more than ten percent (10%) of its gross receipts, excluding gross receipts relating to the sale of alcoholic beverages, from the sale of Sub-Sandwiches (as defined above). The offer or sale of food products other than Sub-Sandwiches or Branded Sandwiches through or from the portion of the Host Facility that does not comprise the Cart Restaurant shall not be considered a Competitive Business.

21. **“Branded Business”.** Section 20.2 of the Agreement is hereby deleted in its entirety.

22. **Post Termination Covenant Not to Compete.** Section 20.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

For a period of one (1) year from the effective date of termination or expiration of this Agreement for any reason, or the date on which Franchisee and all other Bound Parties begin to comply with this Section, whichever is later, neither Franchisee nor its Bound Parties shall have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative, agent, or in any other capacity in any Branded Sandwich franchise or chain located within a five (5) mile radius of the Host Facility (including at the Host Facility) or within a five (5) mile radius of any other QUIZNOS Restaurant existing on the later of the effective date of termination or expiration of this Agreement or the date on which Franchisee and all other Bound Parties begin to comply with this Section. The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Franchisee and the other Bound Parties expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

23. **Additional Remedies for a Breach.** The reference in Section 20.4 of the Agreement to to Section 20.2 of the Agreement is hereby deleted in its entirety.

24. **Confidentiality of Proprietary Information.** The following is hereby added to the end of Section 20.5 of the Agreement:

Franchisee shall not use the Licensed Methods, including, without limitation, Franchisor’s and its affiliates’ recipes, materials, forms, menus, items, supplies, business forms, or business policies, as stated in the Operations Manual or otherwise, except for the benefit of Franchisor and its affiliates and in operation of the Franchisee’s Cart Restaurant.

25. **Security Interest.** Section 22 of the Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

**EXHIBIT O
(TO DISCLOSURE DOCUMENT)**

ADDENDUM TO FRANCHISE AGREEMENT NON-TRADITIONAL COOLER

**ADDENDUM TO FRANCHISE AGREEMENT
FOR A NON-TRADITIONAL RESTAURANT (COOLER)**

THIS ADDENDUM to the Franchise Agreement (the “**Agreement**”) is made on the Effective Date between QFA Royalties LLC (“**Franchisor**”) and _____ (“**Franchisee**”). The following amends and shall be incorporated into the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Agreement. For and in consideration of the mutual covenants contained herein and other valuable consideration, receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

1. Franchisee operates an existing QUIZNOS Restaurant at _____ (the “**Existing Restaurant**”) pursuant to a Franchise Agreement dated _____ between Franchisor (or an affiliate) and Franchisee (the “**Existing Franchise Agreement**”). In connection with its operation of the Existing Restaurant, Franchisee desires to operate a cooler restaurant serving products approved by Franchisor (“**Cooler Restaurant**”), all of which must be prepared at the Existing Restaurant pursuant to specifications and procedures prescribed by the Operations Manual or otherwise in writing. All references in the Agreement to the “**Restaurant**,” as defined in Section 1.1 of the Agreement are deleted and the reference “**Cooler Restaurant**” is inserted in their place. Except as otherwise noted in this Addendum or the Agreement, all applicable terms, conditions, and requirements set forth in the Agreement applicable to the Restaurant apply to the Cooler Restaurant. Franchisor’s approval of the development and operation of a Cooler Restaurant, as required pursuant to Section 3.3 of the Agreement, is hereby granted. The terms of the Agreement and of this Addendum apply only to the Cooler Restaurant operations and products offered or sold from or through the Cooler Restaurant and not to the other business of Franchisee located in the Host Facility (defined below) except as specifically set forth in this Addendum.

2. The Franchised Location shall be located at the following facility (also referred to as the “**Host Facility**”):

The Franchised Location shall be located as shown on the [*map, diagram, etc.*] identified on Exhibit 1 hereto. If the placement and operation of the Cooler Restaurant at the Franchised Location requires the consent of the owner, franchisor, or licensor of the Host Facility, Franchisee agrees to obtain such consent in writing (and provide a copy thereof to Franchisor), and Franchisee acknowledges and agrees that such consent is a condition precedent to the grant of Franchisee’s right to establish and operate the Cooler Restaurant. The parties acknowledge that (a) the Franchised Location shall be strictly limited to the physical area within the Host Facility occupied by the Cooler Restaurant, (b) that the Franchised Location cannot and will not under any circumstances be defined as a geographic area or be described in terms other than a specific location within the Host Facility, and (c) and the term “Host Facility” as used in this Addendum shall be strictly limited to the food court or food service area within which the Cooler Restaurant is operated. Because the Cooler Restaurant is merely a Cooler and is located and

operated within the Host Facility, it will not be possible or practical to comply with all requirements imposed on standard QUIZNOS Restaurants as set forth in the Franchise Agreement.

3. Franchisee acknowledges and agrees that Franchisee must be operating the Existing Restaurant in order for Franchisee to operate the Cooler Restaurant. Franchisee further acknowledges and agrees that if Franchisee ceases operating the Existing Restaurant or abandons the Existing Restaurant, for any reason, Franchisee must immediately cease operating the Cooler Restaurant.

4. Section 2.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

2.2 **Scope of Franchise Operations.** Franchisee agrees at all times to faithfully, honestly and diligently perform its obligations under this Agreement and to use commercially reasonable efforts to promote the Cooler Restaurant. Franchisee agrees to utilize the Marks and Licensed Methods to operate all aspects of the Cooler Restaurant in accordance with the methods and systems developed and prescribed from time to time by Franchisor, as discussed herein, all of which are a part of the Licensed Methods. Franchisee shall offer from the Cooler Restaurant only those products and services which are approved by Franchisor from time to time for sale by or through the Cooler Restaurant. Franchisee shall also use packaging approved by Franchisor from time to time for the Cooler Restaurant.

5. Section 3.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

3.2 **Limitation on Franchise Rights.** The rights granted to Franchisee are for the specific Franchised Location and cannot be transferred to any other location, except as otherwise provided herein. The Marks and Licensed Methods are licensed only for the Franchised Location; provided, however, that Franchisee, with Franchisor's prior written consent (which shall not be unreasonably withheld) if initiated by Franchisee or with prior notice to Franchisor if directed by the owner of the Host Facility, shall have the right to relocate the Cooler Restaurant within the Host Facility so long as (a) there are no costs attributable to Franchisor as a result of such relocation and (b) the relocation does not result in any unreasonable suspension of operations. In addition, Franchisee may cater events outside the Cooler Restaurant, but within the Host Facility, provided that such receipts are included in Gross Sales.

6. Section 3.3 of the Agreement is hereby deleted in its entirety.

7. Section 3.4 of the Agreement is hereby deleted in its entirety

8. All references in Section 3.5 of the Agreement to the "Franchised Location," as defined in Section 3.1 of the Agreement, are hereby deleted and the reference "Host Facility" is inserted in their place.

9. Section 4.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

4.1 **Initial Franchise Fee.** Franchisee agrees to pay to Franchisor, concurrently with signing this Agreement, an initial franchise fee of Five Thousand Dollars (\$5,000) ("Initial Franchise Fee"). If Franchisee is purchasing an existing QUIZNOS Non-Traditional Restaurant in connection with the execution of this Agreement, Franchisee is not required to pay the Initial Franchise Fee, provided that Franchisee or the seller of the Non-Traditional Restaurant pays the transfer fee required under the seller's franchise agreement. Franchisee acknowledges and agrees that the Initial Franchise Fee represents payment for the initial grant of the right to use the Marks and Licensed Methods, and that Franchisor has earned the Initial Franchise Fee upon acceptance and execution of this Agreement by Franchisor.

10. Section 6.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.1 **Approval of Franchised Location.** Franchisor has approved the location identified on Exhibit 1 as the Franchised Location. Franchisee acknowledges and agrees that (1) Franchisor's approval does not constitute a guarantee, recommendation, or endorsement of the Franchised Location and that the success of the Cooler Restaurant is dependent upon Franchisee's abilities; and (2) Franchisor has complied with its obligations under this Agreement to assist Franchisee with respect to criteria for the Franchised Location and determining fulfillment of the requisite criteria for the Franchised Location, such determination based on whatever information has been provided by Franchisee and in deference to Franchisee's expertise as a large food service contractor.

11. Section 6.2 of the Agreement is hereby deleted in its entirety.

12. Section 6.3 of the Agreement is hereby deleted in its entirety.

13. Section 6.4 of the Agreement is hereby deleted in its entirety.

14. Section 6.5 of the Agreement is hereby supplemented and amended by adding the following to the end of the section:

Franchisor acknowledges that, since the Cooler Restaurant is or will be located within the Host Facility, the number, appearance and placement of signs and other branding elements of the Cooler Restaurant may be restricted and determined both by local codes and ordinances and by the owner of the Host Facility. Therefore, it is possible that the number of signs which Franchisee is allowed to use may be less than the maximum number allowed under local codes or ordinances. Franchisee agrees to use its commercially reasonable efforts to obtain the maximum number of signs as permitted under the circumstances. Notwithstanding any other provision of the Agreement, Franchisor shall have no lien on any furniture, fixtures, equipment, or any other item in the Host Facility.

15. Section 6.6 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.6 **Equipment.** Franchisee shall purchase or otherwise cause to be purchased or obtained for use in connection with the operation of the Cooler Restaurant the Cooler Restaurant equipment of a type and in quantities which comply with Franchisor's standards and specifications for its branding and product components. In the event Franchisee is using previously used equipment for the operation of the Cooler Restaurant, such equipment must be repaired, upgraded, and maintained in a manner that ensures such equipment will meet or exceed all of Franchisor's standards and specifications (including but not limited to standards for maintaining proper temperature settings). Franchisee shall be entitled to make its own arrangements regarding the sale of beverages. Franchisee acknowledges that the type, quality, configuration, capability and/or performance of the Cooler Restaurant equipment (including without limitation, the point-of-sales equipment) are all standards and specifications which are a part of the Licensed Methods. Non-proprietary equipment may be purchased from suppliers of Franchisee's choosing but must be capable of performing in a manner that meets Franchisor's standards and specifications. Proprietary equipment must be purchased only from suppliers or other sources approved by Franchisor, such approval not to be unreasonably withheld, conditioned or delayed. Franchisee will run all sales through its point-of-sale system in the Host Facility and will generate sales reports in accordance with the requirements of section 15 below. Franchisee shall ensure that the point-of-sale system used in the Cooler Restaurant keeps track of sales solely for the Cooler Restaurant or, if the point-of-sale system used in the Cooler Restaurant is an integrated system which tracks all sales from all concessions operated by Franchisee in the Host Facility, the system shall be capable of tracking sales and generating reports in a manner which segregates sales from the Cooler Restaurant from all other concessions such that reports required pursuant to section 15 of the Franchise Agreement can be generated and provided solely with respect to the Cooler Restaurant.

16. All references in the Agreement to the "Managing Owner," as defined in Section 7.1 of the Agreement are hereby deleted in their entirety.

17. Section 11.1(e) of the Agreement is hereby deleted and replaced in its entirety with the following:

(e) Franchisee shall prepare all products offered by the Cooler Restaurant at the Existing Restaurant pursuant to specifications and procedures prescribed by the Operations Manual or otherwise in writing. Franchisor and Franchisee acknowledge and agree that the products and services offered for sale from the Cooler Restaurant, and the standards and specifications of Franchisor, will differ from that of a traditional QUIZNOS Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor.

18. Section 11.1(j) of the Agreement is hereby deleted and replaced in its entirety with the following:

(j) Franchisee shall, during the term of this Agreement, operate the Cooler Restaurant during the periods in which the Host Facility is open to the public.

19. Section 12.2 of the Agreement is hereby deleted in its entirety.

20. Section 12.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

12.4 **Local Advertising**. Franchisee agrees to conduct local advertising and promotions for the Cooler Restaurant. The amounts spent for and the manner of conducting such local advertising shall be within the reasonable discretion of Franchisee. Franchisee shall request and obtain Franchisor's prior written approval of any such local advertising and promotional programs in accordance with section 12.1 hereof. Franchisor may request that Franchisee prepare and submit quarterly report(s) to Franchisor which describes local advertising and promotional efforts and the amounts spent on such efforts.

21. Section 12.5 of the Agreement is hereby deleted in its entirety.

22. Franchisee will not be required to use the Service Provider or Bookkeeping Services described in Section 15.1 of the Agreement. Section 15.1(c) of the Agreement is hereby deleted in its entirety. Additionally, the following new Section 15.1(e) of the Agreement is hereby added to the Agreement:

(e) The point-of-sale system used at the Host Facility shall differentiate sales of the Cooler Restaurant from sales of the rest of the Host Facility by the use of "price look up" ("PLU") or other keys that track and tally sales of the Cooler Restaurant separately and shall report Cooler Restaurant Gross Sales by item type.

23. The second sentence of Section 15.2 of the Agreement is hereby deleted in its entirety.

24. Section 16.4 of the Agreement is hereby deleted in its entirety.

25. Section 17.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

17.1 **Term**. The term of this Agreement is for a period of three (3) years from the Effective Date, unless sooner terminated as provided herein.

26. Section 17.2 of the Agreement is hereby amended by deleting the phrase "additional fifteen (15) year term" in the first sentence and replacing it with the phrase "additional three (3) year term."

27. Section 17.3 of the Agreement is hereby amended by deleting the first sentence thereof and replacing it with the following:

Franchisee may exercise its option to renew by giving written notice of such exercise to Franchisor not more than one (1) year nor less than 90 days prior to the expiration of the primary term; provided, however, that such notice may be expressly conditioned upon Franchisee's ability to secure the agreement of the owner of the Host Facility to continue to operate the Franchised Location in the Host Facility during the renewal term.

28. Notwithstanding Section 18 or any other provision of the Franchise Agreement, the parties agree that there shall be no cross-default provision to any other agreement. If any valid, applicable law, or regulation of a competent governmental authority, having jurisdiction over the Franchise Agreement or the parties, shall limit Franchisor's rights of termination or require notice periods longer than those set forth in the Franchise Agreement (as amended), the Franchise Agreement shall be deemed amended to conform to the minimum notice periods required by such law or regulation.

29. The following new Sections 18.2(r) and 18.2(s) are hereby added to the Agreement:

(r) **Loss of Right to Operate Host Facility.** If Franchisee loses the right for whatever reason to operate the Cooler Restaurant within the Host Facility.

(s) **Termination or Expiration of Existing Franchise Agreement.** If the Existing Franchise Agreement is terminated by Franchisor or Franchisee, or if the Existing Franchise Agreement expires.

30. Section 18.6 of the Agreement is hereby deleted in its entirety.

31. Section 18.9 of the Agreement is hereby deleted in its entirety.

32. Sections 20.1(a) and 20.1(b) of the Agreement are hereby deleted. In addition, Section 20.1 of the Agreement is hereby amended to provide that the term "**Competitive Business**" shall mean any business operating, or granting franchises or licenses to others to operate, a restaurant or other food service business deriving more than ten percent (10%) of its gross receipts, excluding gross receipts relating to the sale of alcoholic beverages, from the sale of Sub-Sandwiches (as defined above). The offer or sale of food products other than Sub-Sandwiches or Branded Sandwiches through or from the portion of the Host Facility that does not comprise the Cooler Restaurant shall not be considered a Competitive Business.

33. Sections 20.2, 20.3 and 20. 4 of the Agreement are hereby deleted in their entirety.

34. The following is hereby added to the end of Section 20.5 of the Agreement:

Franchisee shall not use the Licensed Methods, including, without limitation, Franchisor's recipes, materials, forms, menus, items, supplies, business forms, or business policies, as stated in the Operations Manual or otherwise, except for the benefit of Franchisor and in operation of the Franchisee's Cooler Restaurant or other QUIZNOS Restaurants.

35. Section 22 of the Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

**EXHIBIT 1
TO
ADDENDUM NO. 1 TO FRANCHISE AGREEMENT**

(LOCATION OF FRANCHISED LOCATION)

**EXHIBIT P
(TO DISCLOSURE DOCUMENT)**

SITE SPECIFIC ADDENDUM

**ADDENDUM TO FRANCHISE AGREEMENT
(SPECIFIC SITE)**

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "Addendum") is made by and between **QFA ROYALTIES LLC** ("Franchisor") and _____ ("Franchisee"), and is intended to be effective on the Effective Date and to amend certain provisions of that certain Franchise Agreement, dated _____, between Franchisor and Franchisee (the "Franchise Agreement"). In the event of any conflict between the terms of the Franchise Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Franchise Agreement.

The Site

The parties acknowledge that Franchisee has executed the Franchise Agreement based on its desire and intention to develop a QUIZNOS Restaurant at the following site (the "Site"):

Address: _____

At the time of Franchisee's execution of the Franchise Agreement, Franchisor had preliminarily approved the Site for development of a QUIZNOS Restaurant subject to the execution by a franchisee of a lease which meets Franchisor's requirements and is subsequently approved by Franchisor. By execution of the Franchise Agreement, Franchisee has acknowledged its desire to secure the Site and, toward that end, to enter into good faith negotiations with the owner of the Site or its representatives (the "Landlord") for a lease which can be submitted to Franchisor for review and approval. Franchisee further acknowledges and agrees that the Site is subject to final approval by Franchisor.

Franchisee acknowledges that while the Site has been preliminarily approved by Franchisor for the development of a QUIZNOS Restaurant, Franchisor does not guarantee that Franchisee will successfully obtain rights to the Site by executing a lease which must be approved by Franchisor.

If Franchisor does not give final approval for the Site, Franchisor will refund the Initial Franchise Fee, subject to execution of a general release by Franchisee and its owners in the form designated by Franchisor.

Executable Lease Copies

Franchisee agrees to use its best faith efforts to provide any information requested by the Landlord and to negotiate a lease of the Site acceptable to Franchisor to be executed within 120 days of the Effective Date of the Franchise Agreement.

If Franchisee has exercised best faith efforts, but still fails to secure the Site by executing the lease for the Site within 120 days of the Effective Date of the Franchise Agreement solely due to

action or inaction of Landlord or to zoning or other governmental restrictions, Franchisee may request a refund of the Initial Franchise Fee by submitting to Franchisor evidence acceptable to Franchisor that Franchisee's failure to secure the Site was solely due to Landlord's action or inaction or zoning or other governmental restrictions. The burden of proof is on Franchisee to also provide Franchisor evidence acceptable to Franchisor that failure to secure the site was not due to any action or inaction of Franchisee. If Franchisee has not submitted the evidence required by Franchisor within 120 days of the Effective Date of the Franchise Agreement, Franchisee shall be deemed to have waived its right to request or receive a refund of the Initial Franchise Fee. Upon receipt of the refund request and all evidence submitted by Franchisee, Franchisor will refund the Initial Franchise Fee or require the Franchisee to make best faith efforts for another 30 day period to obtain an executed lease for the Site before refunding the Initial Franchise Fee. Notwithstanding the foregoing, any refund of the Initial Franchise Fee shall be contingent upon the execution of a general release by Franchisee and its owners in the form designated by Franchisor; provided, however, that if the Site is located in Maryland or if Franchisee is a resident of Maryland, then any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law..

If (i) at any time, Franchisor determines that Franchisee is not making its best faith efforts to secure an executable lease for the Site, or (ii) if Franchisor determines that the failure to secure executable copies of a lease within the 120-day period (or 150-day period if Franchisor requires Franchisee to continue making best efforts for another 30 days after Franchisee submits refund request) was not solely due to the Landlord's action or inaction or zoning or governmental restrictions, then Franchisee shall not be entitled to request or receive a refund of the Initial Franchise Fee and Franchisor may offer the Site to another franchisee at any time after it makes such determination.

Payment

In addition to the Initial Franchise Fee, Franchisee must pay Franchisor or its authorized representative a non-refundable amount of Eight Thousand Dollars (\$8,000). One Thousand Dollars (\$1,000) of this amount will be applied to the Lease Review Fee. This Eight Thousand Dollar (\$8,000) payment is nonrefundable under any circumstances, even if the Initial Franchise Fee is refunded pursuant to this Addendum.

The Franchise Agreement shall be amended only in the particulars set forth above. All other provisions of the Franchise Agreement which are not specifically addressed in this Addendum shall continue in full force and effect and shall not be altered or affected by this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an **INDIVIDUAL(S)**

(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

**EXHIBIT Q
(TO DISCLOSURE DOCUMENT)**

ADDENDUM TO FRANCHISE AGREEMENT SMALL MARKET DEVELOPMENT

**ADDENDUM TO FRANCHISE AGREEMENT
(SMALL MARKET DEVELOPMENT SPECIFIC COUNTY)**

THIS ADDENDUM TO FRANCHISE AGREEMENT (this “Addendum”) is made by and between **QFA ROYALTIES LLC** ("Franchisor") and _____ ("Franchisee"), and is intended to be effective on the Effective Date and to amend certain provisions of that certain Franchise Agreement, dated _____, between Franchisor and Franchisee (the “Agreement”). In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not otherwise defined in this Addendum shall have their respective meanings set forth in the Agreement.

1. Franchisee acknowledges and agrees that the Franchised Location as defined in Section 3.1 of the Agreement must be located in the following county:

County: _____

State: _____

2. The Franchise Agreement shall be amended only in the particulars set forth above. All other provisions of the Franchise Agreement which are not specifically addressed in this Addendum shall continue in full force and effect and shall not be altered or affected by this Addendum.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a
partnership but the partnership is not a separate
legal entity)

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity
By: _____
Signature

Print Name: _____
Title: _____
Date: _____

**EXHIBIT R
(TO DISCLOSURE DOCUMENT)**

REOPEN ADDENDA

SITE SPECIFIC REOPEN ADDENDUM

**REOPEN ADDENDUM
(SITE SPECIFIC)**

THIS REOPEN ADDENDUM (“Addendum”) is made among **QFA ROYALTIES LLC** (“Franchisor”) and **[FRANCHISEE NAME(S) OR ENTITY NAME]** (“Franchisee”), effective as of the Addendum Effective Date.

RECITALS

A. Franchisee is the franchisee pursuant to that certain franchise agreement between Franchisor and Franchisee dated _____, 20____ (the “Franchise Agreement”);

B. There is a Quiznos restaurant which had formerly operated at **[store address]** (the “Restaurant” or “Franchised Location”), but which has been closed or otherwise abandoned by a previous franchisee;

C. Franchisee has agreed to purchase or obtain certain of the equipment and/or other assets relating to the Restaurant (the “Assets”) and, further, has agreed to assume the lease obligations or otherwise become the successor tenant with regards to the Franchised Location (collectively, the “Reopen”);

D. Franchisee has requested that Franchisor consent to the Reopen; and

E. The parties desire to (i) amend the Franchise Agreement as set forth below; and (ii) set forth the terms and conditions under which Franchisor will consent to the Reopen.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals, which are incorporated herein, the mutual covenants expressed herein and other valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Addendum Effective Date.** The “Addendum Effective Date” will be the date on which Franchisor signs this Addendum acknowledging its consent to the proposed Reopen.

2. **Proposed Reopen.** If Franchisee is purchasing the Assets the purchase shall be consummated in accordance with the terms and conditions of a bill of sale or some other applicable agreement evidencing that Franchisee is obtaining proper right and title to the Assets (“Purchase Agreement”), a copy of which Franchisee shall provide to Franchisor. Franchisee represents and warrants that the form of Purchase Agreement provided to Franchisor shall be the final version of the Purchase Agreement and the version which has been or will be executed to effectuate the purchase of the Assets.

3. **Conditional Consent.** Franchisor will consent to the Reopen; provided, however, such consent is expressly contingent upon compliance with the following terms and conditions on or before the date of the reopening of the Restaurant (“Reopen Date”):

a. **Franchise Agreement.** As of the Reopen Date, operation of the Restaurant will be governed by the Franchise Agreement;

b. **Initial Franchise Fee.** The Initial Franchise Fee as set forth in Section 4.1 of the Franchise Agreement is hereby amended to be \$_____. Except as described in Section 4 below, Franchisee acknowledges and agrees that Franchisor has earned the Initial Franchise Fee upon receipt thereof and that the Initial Franchise Fee is not refundable;

c. **Training.** Franchisee or Franchisee's Designated Manager shall have satisfactorily completed the initial training program as described in the Franchise Agreement prior to the Reopen Date;

d. **Right to Possession.** Franchisee will provide satisfactory evidence to Franchisor that Franchisee has the right to possession of the premises for the Restaurant by way of lease assignment and/or assumption or otherwise (with all required landlord consents), as more fully described in Section 5 below;

e. **Site Selection Assistance.** Franchisee acknowledges and agrees that Franchisor has complied with and satisfied its obligations under the Franchise Agreement to provide site selection and development assistance;

f. **Remodeling.** Franchisee shall ensure that all of the items reflected on the pre-sale inspection ("Inspection") which is attached hereto as Schedule 3.f have been completed prior to the Reopen Date or by such other date specified in the Inspection;

g. **Purchase Agreement.** The Purchase Agreement will not be amended and the terms of the transaction thereunder will not be changed except with the prior written consent of Franchisor;

h. **Buyer Loans.** Franchisee shall provide Franchisor with copies of all loan documents or loan commitments evidencing all debt taken on by Franchisee in connection with the purchase of the Assets;

i. **Restaurant Reopening.** Prior to reopening the Restaurant, Franchisee shall obtain the written consent of Franchisor; and

j. **Maximum Borrowing.** Franchisee acknowledges that Franchisor requires that the total debt which can be undertaken by Franchisee in connection with the Franchise Agreement and the reopening of the Restaurant may not exceed certain limits unless Franchisor provides written consent otherwise. Accordingly, Franchisee acknowledges and agrees that the [maximum allowable debt in connection with the reopening of the Restaurant is [\$_____]] and that it is not and will not exceed such debt [purchase price for the Restaurant shall be paid via cash such that there is no debt on the Restaurant].

4. **Contingency.** Franchisor may terminate this Addendum and/or the Franchise Agreement, if:

a. The transactions contemplated under the Purchase Agreement are not approved by Franchisor;

- b. Franchisee is unable to secure the Franchised Location as more fully described in Section 5 below;
- c. Franchisee fails to satisfactorily complete the initial training program as described in the Franchise Agreement;
- d. Franchisee fails to reopen the Restaurant as described herein within 90 days following the Addendum Effective Date; or
- e. If Franchisor determines in its sole discretion that Franchisee has failed to actively and diligently proceed with securing the Franchised Location and reopening the Restaurant, commencing the Addendum Effective Date.

In the event of such termination, Franchisor will refund the Initial Franchise Fee, without interest, within thirty (30) days after receipt by Franchisor of an executed termination and release agreement acceptable to Franchisor.

5. **Assignment/Assumption of Premise Lease.** Franchisee acknowledges that one of the requirements of Franchisor's consent is that the premises lease be assigned to and/or otherwise assumed by the Franchisee prior to the Reopen Date and that the lease for the Restaurant premises may require consent of and/or notice to the landlord with respect to such assignment and/or assumption. Provided Franchisee takes an assignment of the lease for the Restaurant and the terms of such lease are not amended, Franchisor waives the requirement for lease review and approval (and the associated lease review fee) set forth in the Franchise Agreement. If the lease terms are amended or Franchisee enters into a new lease for the Restaurant, all lease review and approval requirements (including payment of the lease review fee) set forth in the Franchise Agreement shall remain applicable. Franchisee acknowledges and agrees that Franchisor's approval of the Restaurant location and waiver of the lease review requirement or approval of the lease terms do not constitute a recommendation, endorsement, or guarantee by Franchisor of the suitability of the Restaurant location or the lease, and Franchisee acknowledges that it has taken all steps necessary to ascertain whether such Restaurant location and lease are acceptable to Franchisee.

6. **Release of Franchisor.** Franchisee, for itself and its affiliates, employees, officers, directors, successors, assigns, and other representatives (collectively, the "Releasing Parties"), hereby fully and forever unconditionally release and discharge Franchisor, and its affiliates, parents, subsidiaries, area directors, agents, and insurers and their respective employees, officers, directors, successors, assigns, guarantors and other representatives (collectively, the "Released Parties"), from any and all claims, demands, obligations, actions, liabilities and damages of every kind or nature whatsoever, in law or in equity, whether known or unknown to it, which they may have against the Released Parties as of the date of this Addendum, or which may thereafter be discovered, accrued, or sustained, in connection with, as a result of, or in any way arising from, any relations or transactions with the Released Parties, however characterized or described, including but not limited to, any claims arising from the Franchise Agreement or the Purchase Agreement or the transactions described herein.

IF THE RESTAURANT FRANCHISEE OPERATES UNDER THIS ADDENDUM IS LOCATED IN CALIFORNIA OR IF FRANCHISEE IS A RESIDENT OF CALIFORNIA, THE FOLLOWING SHALL APPLY:

SECTION 1542 ACKNOWLEDGMENT. IT IS FRANCHISEE'S INTENTION, ON ITS OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS RELEASE THAT THIS INSTRUMENT BE AND IS A GENERAL RELEASE WHICH SHALL BE EFFECTIVE AS A BAR TO EACH AND EVERY CLAIM, DEMAND, OR CAUSE OF ACTION RELEASED BY FRANCHISEE OR THE RELEASING PARTIES. FRANCHISEE RECOGNIZES THAT FRANCHISEE OR THE RELEASING PARTIES MAY HAVE SOME CLAIM, DEMAND, OR CAUSE OF ACTION AGAINST THE RELEASED PARTIES OF WHICH FRANCHISEE, HE, SHE, OR IT IS TOTALLY UNAWARE AND UNSUSPECTING, WHICH FRANCHISEE, HE, SHE, OR IT IS GIVING UP BY EXECUTING THIS RELEASE. IT IS FRANCHISEE'S INTENTION, ON ITS OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, IN EXECUTING THIS INSTRUMENT THAT IT WILL DEPRIVE FRANCHISEE, HIM, HER, OR IT OF EACH SUCH CLAIM, DEMAND, OR CAUSE OF ACTION AND PREVENT FRANCHISEE, HIM, HER, OR IT FROM ASSERTING IT AGAINST THE RELEASED PARTIES. IN FURTHERANCE OF THIS INTENTION, FRANCHISEE, ON ITS OWN BEHALF AND ON BEHALF OF THE RELEASING PARTIES, EXPRESSLY WAIVES ANY RIGHTS OR BENEFITS CONFERRED BY THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.”

FRANCHISEE ACKNOWLEDGES AND REPRESENTS THAT FRANCHISEE HAS CONSULTED WITH LEGAL COUNSEL BEFORE EXECUTING THIS RELEASE AND THAT FRANCHISEE UNDERSTANDS ITS MEANING, INCLUDING THE EFFECT OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND EXPRESSLY CONSENTS THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH AND ALL OF ITS EXPRESS TERMS AND PROVISIONS, INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO THE RELEASE OF UNKNOWN AND UNSUSPECTED CLAIMS, DEMANDS, AND CAUSES OF ACTION.

If the Restaurant is located in Maryland or if Franchisee is a resident of Maryland, the following shall apply:

Any general release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

7. **Non-Disparagement.** In consideration of the accommodations provided to Franchisee and concessions made by Franchisor and its affiliates under this Addendum, Franchisee agrees not to, and to use their best efforts to cause the Releasing Parties not to, disparage or otherwise speak or write negatively, directly or indirectly, of any of the Released

Parties, the Quiznos brand, the Quiznos system, or any other service-marked or trademarked concept of Franchisor, or which would subject the Quiznos brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

8. **Acknowledgment.** Franchisee acknowledges that although Franchisor or its affiliates, employees, officers, directors, successors, assigns, and other representatives may have been involved in Franchisee's purchase of the Assets, Franchisee has assumed sole and full responsibility for making the final decision to purchase the Assets and reopen the Restaurant, and has consulted, or has had the opportunity to consult but, of its own accord, elected not to consult, with its own legal and financial advisors. Franchisee further understands that as part of analyzing the purchase of the Assets and reopening of the Restaurant, it is Franchisee's responsibility to meet with or otherwise gather necessary information from the appropriate parties which may or may not affect Franchisee's purchase of the Assets or reopening of the Restaurant.

9. **Additional Documents.** Franchisee agrees to execute such additional documents as may be necessary to complete the Reopen as contemplated by the Purchase Agreement and the Franchise Agreement.

10. **Previously Executed Reopen Addendums.** Franchisee and Franchisor acknowledge and agree that upon execution of this Addendum, any previously executed **[Reopen Addendum]** between Franchisee and Franchisor shall become null, void and of no force and effect.

11. **Miscellaneous Provisions.** This Addendum will be construed and enforced in accordance with, and governed by, the laws of the state of Colorado. This Addendum may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The headings of this Addendum are for convenience and reference only and will not limit or otherwise affect the meaning hereof. In the event of any conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall control. This Addendum may be executed in any number of counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Franchise Agreement.

THUS signed by the parties shown below and made effective as of the Addendum Effective Date.

[Franchisee signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the Addendum Effective Date stated below.

QFA ROYALTIES LLC

By: _____

Title: _____

*Date: _____

*(Effective Date)

FRANCHISEE:

Sign here if you are taking the franchise as an **INDIVIDUAL(S)**
(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____
Signature

Print Name: _____
Title: _____
Date: _____

SCHEDULE 3.f
INSPECTION

NON-SITE SPECIFIC REOPEN ADDENDUM

**REOPEN ADDENDUM
(NON-SITE SPECIFIC)**

THIS REOPEN ADDENDUM (“Addendum”) is made among **QFA ROYALTIES LLC** (“Franchisor”) and **[FRANCHISEE NAME(S) OR ENTITY NAME]** (“Franchisee”), effective as of the Effective Date.

RECITALS

A. Franchisee is the franchisee pursuant to that certain franchise agreement (the “Franchise Agreement”) between Franchisor and Franchisee dated on the date hereof;

B. Franchisee desires to reopen a Quiznos restaurant that has formerly operated in the market area described on Exhibit A hereof (the “Territory”), but which has been closed or otherwise abandoned by a previous franchisee (a “Restaurant”);

C. At such time as Franchisee and Franchisor mutually agree upon a Restaurant for Franchisee to reopen (the “Reopen Restaurant”), Franchisee agrees to purchase or obtain certain of the equipment and/or other assets relating to the Reopen Restaurant (the “Assets”) and, further, agrees to assume the lease obligations or otherwise become the successor tenant with regards to the premises of the Reopen Restaurant (collectively, a “Reopen”); and

D. The parties desire to: (i) amend the Franchise Agreement as set forth below; and (ii) set forth the terms and conditions under which Franchisor will consent to the Reopen.

AGREEMENT

FOR AND IN CONSIDERATION of the foregoing Recitals, which are incorporated herein, the mutual covenants expressed herein and other valuable consideration, receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Proposed Reopen.** If Franchisee is purchasing the Assets the purchase shall be consummated in accordance with the terms and conditions of a bill of sale or some other applicable agreement evidencing that Franchisee is obtaining proper right and title to the Assets (“Purchase Agreement”), a copy of which Franchisee shall provide to Franchisor. Franchisee represents and warrants that the form of Purchase Agreement Franchisee provides to Franchisor and approved by Franchisor shall be the final version of the Purchase Agreement and the version which has been or will be executed to effectuate the purchase of the Assets.

2. **Conditional Consent.** Franchisor will consent to a Reopen; provided, however, such consent is expressly contingent upon compliance with the following terms and conditions on or before the date of the reopening of the Reopen Restaurant (“Reopen Date”):

a. **Franchise Agreement.** As of the Reopen Date, operation of the Reopen Restaurant will be governed by the Franchise Agreement;

b. **Initial Franchise Fee.** The Initial Franchise Fee as set forth in Section 4.1 of the Franchise Agreement is hereby amended to be \$_____. Except as described in

Section 4 below, Franchisee acknowledges and agrees that Franchisor has earned the Initial Franchise Fee upon receipt thereof and that the Initial Franchise Fee is not refundable;

c. **Training.** Franchisee or Franchisee's Designated Manager shall have satisfactorily completed the initial training program as described in the Franchise Agreement prior to the Reopen Date;

d. **Right to Possession.** Franchisee will provide satisfactory evidence to Franchisor that Franchisee has the right to possession of the premises for the Reopen Restaurant by way of lease assignment and/or assumption or otherwise (with all required landlord consents), as more fully described in Section 5 below;

e. **Remodeling.** Franchisee shall ensure that all remodeling required by Franchisor for the Reopen Restaurant has been completed prior to the Reopen Date or by such other date specified by the Franchisor;

f. **Buyer Loans.** Franchisee shall provide Franchisor with copies of all loan documents or loan commitments evidencing all debt taken on by Franchisee in connection with the purchase of the Assets;

g. **Restaurant Reopening.** Prior to reopening the Reopen Restaurant, Franchisee shall obtain the written consent of Franchisor; and

h. **Maximum Borrowing.** Franchisee acknowledges that Franchisor requires that the total debt which can be undertaken by Franchisee in connection with the Franchise Agreement and the reopening of the Reopen Restaurant may not exceed certain limits unless Franchisor provides written consent otherwise. Accordingly, Franchisee acknowledges and agrees that the [maximum allowable debt in connection with the reopening of the Reopen Restaurant is [\$_____]] and that it is not and will not exceed such debt].

3. **Best Efforts by Franchisee.** Franchisee agrees to use its best efforts to review information presented by Franchisor relating to Restaurants in the Territory which are available for Franchisee to reopen and to reopen the Reopen Restaurant within 120 days following the Effective Date of the Franchise Agreement (the "Latest Reopen Date").

4. **Contingency.** Either Franchisor or Franchisee may terminate the Franchise Agreement and this Addendum if Franchisee fails to reopen the Reopen Restaurant as described herein by the Latest Reopen Date by delivering written notice to the other party. In the event of such termination, and provided Franchisee has complied with the terms of Section 3 above, Franchisor will refund the Initial Franchise Fee, without interest, within thirty (30) days after receipt by Franchisor of an executed termination and release agreement acceptable to Franchisor. In the event that neither Franchisor nor Franchisee terminates the Franchise Agreement pursuant to this Section 4, the Franchise Agreement and this Addendum will continue and remain in full force and effect.

5. **Assignment/Assumption of Premise Lease.** Franchisee acknowledges that one of the requirements of Franchisor's consent is that the premises lease of the Reopen Restaurant be assigned to and/or otherwise assumed by the Franchisee prior to the Reopen Date and that the lease for the Reopen Restaurant premises may require consent of and/or notice to the landlord with respect to such assignment and/or assumption. Provided Franchisee takes an assignment of the lease for the Reopen Restaurant and the terms of such lease are not amended, Franchisor waives the requirement for lease review and approval (and the associated lease review fee) set forth in the Franchise Agreement. If the lease terms are amended or Franchisee enters into a new lease for the Reopen Restaurant, all lease review and approval requirements (including payment of the lease review fee) set forth in the Franchise Agreement shall remain applicable. Franchisee acknowledges and agrees that Franchisor's approval of the Reopen Restaurant location and waiver of the lease review requirement or approval of the lease terms do not constitute a recommendation, endorsement, or guarantee by Franchisor of the suitability of the Reopen Restaurant location or the lease, and Franchisee acknowledges that it has taken all steps necessary to ascertain whether such Reopen Restaurant location and lease are acceptable to Franchisee.

6. **Non-Disparagement.** In consideration of the accommodations provided to Franchisee and concessions made by Franchisor and its affiliates under this Addendum, Franchisee agrees not to, and to use its best efforts to cause its current and former shareholders, officers, directors principals, agents, partners, employees, representatives, attorneys, spouses, and successors and assigns not to, disparage or otherwise speak or write negatively, directly or indirectly, of Franchisor and its current and former agents, principals, officers, directors, shareholders, members, employees, franchisees, representatives, area directors, attorneys, parents, predecessors, affiliates, subsidiaries divisions, and successors and assigns, the Quiznos brand, the Quiznos system, or any other service-marked or trademarked concept of Franchisor, or which would subject the Quiznos brand to ridicule, scandal, reproach, scorn, or indignity or which would negatively impact the goodwill of Franchisor or its brand.

7. **Acknowledgment.** Franchisee acknowledges that although Franchisor or its affiliates, employees, officers, directors, successors, assigns, and other representatives may be involved in Franchisee's purchase of the Assets, Franchisee will assume sole and full responsibility for making the final decision to purchase the Assets and reopen the Reopen Restaurant, and will consult, or have the opportunity to consult but, of its own accord, elect not to consult, with its own legal and financial advisors. Franchisee further understands that as part of analyzing the purchase of the Assets and reopening of the Reopen Restaurant, it is Franchisee's responsibility to meet with or otherwise gather necessary information from the appropriate parties which may or may not affect Franchisee's purchase of the Assets or reopening of the Reopen Restaurant.

8. **Additional Documents.** Franchisee agrees to execute such additional documents as may be necessary to complete the Reopen as contemplated by the Purchase Agreement and the Franchise Agreement.

9. **Previously Executed Reopen Addendums.** Franchisee and Franchisor acknowledge and agree that upon execution of this Addendum, any previously executed [Reopen Addendum] between Franchisee and Franchisor shall become null, void and of no force and effect.

10. **Miscellaneous Provisions.** This Addendum will be construed and enforced in accordance with, and governed by, the laws of the state of Colorado. This Addendum may not be modified or amended or any term hereof waived or discharged except in writing signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. The headings of this Addendum are for convenience and reference only and will not limit or otherwise affect the meaning hereof. In the event of any conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall control. This Addendum may be executed in any number of counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument. All capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Franchise Agreement.

THUS signed by the parties shown below and made effective as of the Effective Date.

[Franchisee signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date stated below.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)
(Note: use these blocks if you are an individual or a
partnership but the partnership is not a separate
legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

EXHIBIT A
TERRITORY

Ex. A

**EXHIBIT S
(TO DISCLOSURE DOCUMENT)**

SUBLEASE

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (this "Sublease") is made and entered into this _____ day of _____, ____ by and between **RESTAURANT REALTY LLC** ("Sublandlord"), _____ a(n) _____ ("Subtenant"), and _____ ("Guarantor").

WITNESSETH: Sublandlord, for and in consideration of the rents, covenants, agreements and conditions herein contained on the part of Subtenant to be paid, kept, observed and performed, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the parties, does hereby sublease to Subtenant, and Subtenant does hereby take and sublease from Sublandlord, subject to the terms and conditions of this Sublease, the Leased Premises.

1. **Definitions.** As used in this Sublease the following words and phrases shall have the meanings indicated:

(a) **Master Lease:** That certain Lease Agreement including amendments, if any, dated _____, attached as Exhibit A to this Sublease, pursuant to which Sublandlord leases certain land and building, and in which Sublandlord is referred to as "tenant" or "lessee".

(b) **Leased Premises:** The premises leased by Sublandlord pursuant to the Master Lease, which are commonly known as _____.

(c) **Sublease Commencement Date:** The Sublease Commencement Date is the same as the commencement date under the Master Lease, or if the Master Lease has already commenced, the Sublease Commencement Date shall be _____.

(d) **Term:** The period specified in Section 2 of this Sublease, as may be extended in accordance with Section 9 below.

(e) **Master Landlord:** _____, or its successors or assigns, who is the "landlord" or "lessor" under the Master Lease.

(f) **Franchise Agreement:** That certain Franchise Agreement between QFA Royalties LLC ("Quiznos") as franchisor and Subtenant as franchisee, pursuant to which Subtenant is granted the right to operate a QUIZNOS Restaurant on the Leased Premises. Quiznos is an Affiliate (defined below) of Sublandlord.

(g) **Franchise Documents:** The Franchise Agreement, Statement of Ownership, Guaranty, and/or any other contract or agreement between Subtenant and either Quiznos, Sublandlord or an Affiliate, of any nature whatsoever.

(h) **Affiliate:** As used herein, "Affiliate" shall mean Quiznos or any Person (as defined below) which is currently owned or controlled by, owns or controls, or is under common ownership or control with Sublandlord or Quiznos. For purposes of this definition, the word "control," as used above means, with respect to a Person that is a corporation, the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the controlled corporation and, with respect to a Person that is not a corporation, the possession, directly or indirectly, of the power at all times to direct or cause the direction of the management and policies of the controlled Person. The word "Person" means an individual, partnership, trust, corporation, limited liability company, firm or other entity

2. **Term of Sublease.** The term of this Sublease shall commence on the Sublease Commencement Date and shall expire at midnight on the day before the last day of the term of the Master Lease or on the earlier termination of the Franchise Agreement or Master Lease, unless sooner terminated under Section 12 hereof. If the Master Lease grants to Sublandlord any renewal options, provided Subtenant is not in default under this Sublease or the Franchise

Agreement, Subtenant may have the right to exercise such renewal options, but only in accordance with the terms and conditions of Section 9 below.

3. **Rent.**

(a) Commencing on the Sublease Commencement Date and continuing during the Term of this Sublease, Subtenant shall pay to Master Landlord as rent the amounts set forth in the Master Lease (the "Rent") without deduction or set off whatsoever, at the time and place required by the Master Lease, so as not to result in a default under the Master Lease. If the Rent provides for a percentage rent, Subtenant shall account for, report and pay to Master Landlord the percentage rent due thereunder within the time periods set forth in the Master Lease. Sublandlord, Subtenant and Guarantor acknowledge and agree that Subtenant's obligations under the Sublease and Guarantor's obligations under the Guaranty Agreement (defined in Section 22(a)) with respect to the Master Lease and this Sublease are owed directly to the Master Landlord and are fully enforceable directly against Subtenant and the Guarantor by the Master Landlord. Notwithstanding the foregoing, Subtenant and Guarantor's respective obligations under this Sublease and the Guaranty Agreement shall continue to be for the benefit of, and be fully enforceable against them by, the Sublandlord as well.

(b) Subtenant shall pay as additional rent any and all taxes (real and personal), assessments, sales taxes, promotional fund charges, maintenance costs, common area charges, utility charges, insurance premiums, water rates, levies and other charges levied, imposed, assessed or charged upon or against the Leased Premises by any governmental authority or upon Sublandlord by virtue of the Master Lease ("Additional Rent") billed or incurred during the term of this Sublease.

(c) Subtenant hereby agrees to pay Sublandlord, at Sublandlord's option, a Lease Indemnification Fee of the greater of \$57.69 per week (\$250.00 per month) at the same time and in the same fashion as royalties are paid under the Franchise Agreement. All sums not paid by Subtenant when due, or not received by Sublandlord when due, shall bear interest at the rate equal to the applicable bank's rate plus seven percent (7%) per annum calculated from the due date until paid and Subtenant shall pay a "late fee" equal to the greater of (i) the late fees and default interest specified for the late payment or non-payment of rent under the Master Lease, or (ii) one hundred dollars (\$100.00). Such interest and late fees shall be payable as an administrative fee to Sublandlord, and not as Additional Rent.

(d) Subtenant understands and acknowledges that Rent and Additional Rent may change during the Term of this Sublease pursuant to adjustments required under the Master Lease. Subtenant covenants and agrees that the Rent and Additional Rent shall be adjusted in the same manner and on the same frequency as the Master Lease rent and additional rents or expenses are adjusted under the Master Lease.

(e) Unless the Master Lease provides otherwise, Subtenant shall pay directly to the utility companies or governmental units promptly as and when due, all utilities used or consumed on the Leased Premises, including, but not limited to, gas, water, sewer service, electric, steam, refuse collection and telephone service ("Utilities"), and shall have the account for such Utilities placed into Subtenant's name promptly upon the earlier of Subtenant's possession of the Leased Premises or the Sublease Commencement Date.

(f) In the event that any tenant improvement allowance is paid to Sublandlord pursuant to the Master Lease or any agreement between Master Landlord and Sublandlord, and if Subtenant is not then in default under this Sublease and not then in default under the Franchise Agreement, Sublandlord shall either pay such tenant improvement allowance to Subtenant or utilize same to reduce the amounts then owing and payable by Subtenant to Sublandlord under this Sublease, to persons to whom Subtenant is lawfully indebted for any improvements made to the Leased Premises or to utilize same to reduce the amounts then owing and payable by Subtenant under the Franchise Agreement, all in amounts and to the extent as shall be determined by Sublandlord, in its absolute discretion.

4. **Use of Leased Premises.** Subtenant shall use and occupy the Leased Premises solely for the purposes permitted by the Franchise Agreement and the Master Lease. Subtenant shall not use or permit or suffer the use of

the Leased Premises for any other purpose. Subtenant shall at all times comply with the use provisions and other terms and provisions of the Franchise Agreement. Subtenant shall notify Quizno's and Sublandlord immediately, in writing, upon learning it is unable to comply with the use provisions of the Franchise Agreement.

5. **Alterations.** Subtenant may not make any alterations or additions to the Leased Premises unless Subtenant has the prior written consent of Sublandlord and unless Subtenant complies with the terms of the Franchise Agreement and the Master Lease, including, if so required, obtaining the prior written consent of the Master Landlord. All such alterations and additions shall be made in accordance with the terms of the Master Lease and the Franchise Agreement.

6. **Insurance.**

(a) Subtenant, at Subtenant's sole cost and expense, shall obtain and maintain in effect at all times during the Term, policies providing the insurance coverage required to be maintained by Subtenant under the Master Lease and by the Franchise Agreement. Subtenant shall comply with all provisions relating to insurance contained in the Master Lease and the Franchise Agreement. Copies of all insurance policies shall be promptly delivered to Sublandlord when issued. In the event that the amount of the insurance coverage required by the Franchise Agreement is higher than that required by the Master Lease, Sublandlord may require Subtenant to obtain such higher coverage.

(b) All insurance policies required to be procured by Subtenant under this Sublease shall name the Master Landlord, Sublandlord, Quiznos, and certain designated Affiliates of Quiznos as additional named insureds.

7. **Master Lease Assignment and Enforcement.**

(a) Sublandlord will not transfer or assign its interest under the Master Lease in violation of the terms and conditions of the Master Lease. At Sublandlord's option, at any time during the term of this Sublease, Sublandlord may assign the Master Lease to Subtenant in accordance with the terms of the Master Lease, and Subtenant agrees to accept such assignment. Throughout the Term, so long as Sublandlord is the tenant under the Master Lease, Sublandlord shall perform all covenants contained in the Master Lease which are inherently capable of being performed only by Sublandlord.

(b) All rights and remedies of Master Landlord under the Master Lease shall be available to Sublandlord in the event of any default by Subtenant.

(c) Sublandlord shall promptly send to Subtenant copies of all notices received by Sublandlord from the Master Landlord. Subtenant shall promptly send to Sublandlord copies of all notices received by Subtenant from the Master Landlord.

8. **Surrender of Leased Premises.**

(a) Except as may otherwise be provided in the Master Lease, Subtenant shall, on or before the last day of the Term, or at such other time as this Sublease shall be terminated, (i) peaceably and quietly deliver, surrender and yield up to Sublandlord the Leased Premises, free of subtenancies, broom clean and in good order and condition except for reasonable wear and tear, and (ii) at its expense, remove from the Leased Premises any signs and all movable trade fixtures, furniture, equipment and other personal property installed or acquired by Subtenant (all of such property being hereinafter referred to as "Subtenant's Property"), provided that Subtenant shall promptly repair any damage caused by such removal. Any of Subtenant's Property not so removed may, at Sublandlord's election and without limiting Sublandlord's right to compel removal thereof, be deemed abandoned and either may be retained by Sublandlord as its property or be disposed of, without accountability, in such manner as Sublandlord may see fit. In addition, if requested by Sublandlord, Subtenant shall, at its sole cost and expense, remove all leasehold improvements installed in the Leased Premises to the same extent as Sublandlord may be obligated to remove them under the terms of the Master Lease.

(b) The provisions of this Section shall survive the expiration or earlier termination of this Sublease.

9. **Renewal Options in Master Lease.** If (i) the Master Lease contains one or more renewal options, and (ii) Subtenant has a period remaining under the Franchise Agreement for not less than the period of the renewal option to be exercised (unless Sublandlord and Subtenant otherwise agree), and (iii) Subtenant is not in default hereunder or under the Franchise Documents, and (iv) the last day for exercising any such renewal option occurs on or before the end of the Term, Subtenant may request that Sublandlord renew the Master Lease. If Subtenant's request is made at least ninety (90) days before the last day on which such renewal option may be exercised, Sublandlord, at its option and in its sole discretion, may either (i) give notice of exercise of the renewal option contained in such Master Lease to Master Landlord in which case this Sublease shall be automatically extended for the same period of time during which the term of the Master Lease is extended as a result of Sublandlord's exercise of such renewal option, or (ii) inform Subtenant that Sublandlord is electing not to exercise such renewal, in which case Subtenant shall negotiate a new lease or assignment directly with Master Landlord. Any increases in the Master Lease rent and additional rent, costs and expenses during any renewal period shall be added to the Rent and Additional Rent due under this Sublease. In the event that Subtenant negotiates a new lease or assignment directly with Master Landlord, such lease or assignment shall be approved by Sublandlord prior to execution by Subtenant and shall release Sublandlord from any further liability under the Master Lease.

10. **Compliance with Master Lease.** In addition to the other provisions of this Sublease which impose upon Subtenant the obligation to perform and comply with certain specified provisions contained in the Master Lease, Subtenant covenants and agrees that it will perform, observe and comply with all of the terms, covenants and conditions to be performed, observed or complied with by Sublandlord under the Master Lease except for those provisions, if any, in the Master Lease inherently incapable of being performed by Subtenant. Subtenant agrees to pay directly to Master Landlord, as Additional Rent, all costs and expenses which are payable by Sublandlord as tenant under the Master Lease within the time limits for payment contained in the Master Lease.

11. **Time Limits.**

(a) Except for instances where a time limit is specifically set forth in this Sublease, if the Master Lease provides for a time limit for notice from Master Landlord to Sublandlord, or performance by Sublandlord as tenant under the Master Lease, then the time limit under this Sublease for the corresponding notice to Subtenant from Sublandlord, or performance by Subtenant, shall be five (5) days less than said time limit in the Master Lease.

(b) Except for instances where a time limit is specifically set forth in this Sublease, if the Master Lease provides for a time limit for notice to Master Landlord from Sublandlord, or performance by Master Landlord as landlord under the Master Lease, then the time limit under this Sublease for the corresponding notice to Sublandlord from Subtenant, or performance by Sublandlord, shall be five (5) days longer than said time limit in the Master Lease.

12. **Default.**

(a) The default provisions in the Master Lease together with any provision of notice and rights to cure default are hereby specifically incorporated herein. Any event of default under the Master Lease shall be an event of default in this Sublease. Additionally, failure of Subtenant to comply with any of the terms, covenants or conditions of this Sublease or of the Master Lease, for ten (10) days after written notice of such default from Sublandlord (unless a shorter time limit for such notice is provided in the Master Lease, in which case the time limit in the Master Lease shall prevail), shall constitute an event of default in this Sublease. Default by Subtenant under any of the Franchise Documents, shall constitute an event of default under this Sublease. Sublandlord may terminate this Sublease upon any event of default under this Sublease. An event of default under this Sublease shall constitute a default under the Franchise Agreement.

(b) As set forth in the Master Lease, Sublandlord has the option, but not the obligation, during Subtenant's cure period to cure any such defaults on Subtenant's behalf, and to perform any other acts on Subtenant's behalf as may be necessary to keep the Master Lease in full force and effect, but without Sublandlord's

assuming liability therefor to Master Landlord. Subtenant acknowledges that any payments Sublandlord may make (or fail to make) to Master Landlord, any other actions Sublandlord may take (or fail to take) pursuant to the Master Lease, or Sublandlord's cure of any defaults under the Master Lease or this Sublease shall not reduce or modify any Subtenant Guarantor's liability hereunder. Sublandlord shall have the right to perform any work to the Leased Premises which is necessary to prevent a default under the Master Lease. In the event that Sublandlord performs such work, the cost of such work, plus an additional fifteen percent (15%) of the total of such costs, shall be paid by Subtenant to Sublandlord within ten (10) days after a receipt of written demand for the same.

13. **Assignment and Subletting.** To the extent permitted by the Franchise Agreement and the Master Lease, and subject to Sublandlord's prior written consent, Subtenant shall have the right to assign its interest herein to the same person or entity to whom Subtenant assigns its interest under the Franchise Agreement. Subtenant shall not otherwise allow or permit transfer of this Sublease or any interest hereunder or in the Master Lease, by operation of law or otherwise, nor assign, sublease, convey, mortgage, pledge or encumber this Sublease or any part thereof to another without, in each case, obtaining Sublandlord's prior written consent.

14. **Assignment by Sublandlord.** Sublandlord shall have the right to assign its interests under this Sublease. Upon receipt of notice of such assignment, Subtenant shall look solely to the new assignee for the performance of all obligations of Sublandlord under this Sublease.

15. **Security.** Subtenant shall pay to Sublandlord an amount equal to two (2) months' base Rent less the amount of the security deposit required under the Master Lease as a security deposit ("Deposit") to be held by Sublandlord as security for performance by Subtenant of all covenants, conditions and obligations imposed upon Subtenant hereunder. If Subtenant shall perform all such obligations and, in addition, is not in default of the Franchise Documents, the amount of the Deposit that exceeds the amount of the deposit held by the Landlord under the Master Lease shall, upon the request of Subtenant, be refunded to Subtenant within thirty (30) days following the end of the fifth year of the term of this Sublease, without interest. If Subtenant shall default in any of its obligations hereunder or under the Franchise Agreement or any of the other Franchise Documents, Sublandlord, in addition to any other remedies it may have, shall be entitled to apply such sum toward any loss or damages suffered by Sublandlord.

The Deposit shall not be considered Rent or Additional Rent hereunder or under the Master Lease.

16. **Grant of Security Interest.** To secure the prompt payment when due of the Rent, Additional Rent, the Lease Indemnification Fee and all other amounts now or hereafter owing by Subtenant or Guarantor to Sublandlord or Master Landlord (including, without limitation, interest after the commencement of a bankruptcy or other insolvency proceeding), Subtenant hereby grants Sublandlord a security interest and mortgage in all of its right, title and interest, in, to and under all assets related to, located at or used in connection with the QUIZNOS Restaurant on the Leased Premises (including all furniture, fixtures, equipment, signage, inventory and real property), together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used or useful in connection with the QUIZNOS Restaurant on the Leased Premises (collectively the "Collateral"). In connection with the lien granted pursuant to this Sublease, Sublandlord and its agents are hereby authorized to file UCC-1 financing statements with any filing authority and take such other actions and file or record such other documents or instruments as Sublandlord or its agent shall deem necessary or advisable in order to perfect or otherwise protect the lien granted hereby, in each case without the signature of Subtenant or Guarantor or any notice to Subtenant or Guarantor. Subtenant and Guarantor agree to take such further actions (at the sole cost and expense of Subtenant and Guarantor) as Sublandlord shall reasonably request in order to perfect and/or protect the security interest of Sublandlord in the Collateral. All terms used in this paragraph and defined in the Uniform Commercial Code as in effect from time to time in the State of Colorado (or such other state as shall be applicable) (the "UCC") shall have the meanings assigned thereto in the UCC.

17. **Sublandlord Improvements.** Subtenant accepts all risk of loss for the fixtures, furniture, equipment, inventory, supplies, cash registers, signs and other property (collectively, the "Improvements") and understands and acknowledges that Sublandlord has no liability whatsoever with respect to the Improvements.

18. **Franchise Documents.** Subtenant covenants and agrees that:

(a) Subtenant, in the case Subtenant and such Franchisee are separate entities, shall be jointly and severally liable with such Franchisee for each and every obligation of such Franchisee under the Franchise Documents. In the enforcement of its rights hereunder, Sublandlord may proceed against Subtenant without regard to its or anyone else's rights against such Franchisee, and Subtenant waives any right it may have to require that such Franchisee be first proceeded against or any security held for the faithful performance of such Franchisee's obligations under the Franchise Documents be first exhausted or that some other remedy be first pursued before Subtenant must fulfill any such obligation under the Franchise Documents. Any such obligation of Subtenant under the Franchise Documents shall be an obligation owed to and in favor of Sublandlord, as agent for QFA Royalties LLC under the Franchise Documents;

(b) in addition to all other rights or remedies that Sublandlord may have for the default by the Subtenant to fulfill such obligations under the Franchise Documents, Sublandlord shall also have the same rights or remedies in the event of default by Subtenant to fulfill such obligation under the Franchise Documents, as Sublandlord would have in the case of default in payment of rent under this Sublease, including but not limited to the right to distrain;

(c) termination of the Franchise Agreement shall not, in any way, impair or relieve against the liability that Subtenant may have under this Sublease. Should Sublandlord terminate the Franchise Agreement, Sublandlord may nonetheless enforce all rights and remedies as provided for in this Sublease.

19. **General Provisions.**

(a) Except as provided in Section 14 above, the covenants, conditions, agreements, terms and provisions herein contained shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective successors and assigns.

(b) This Sublease will be interpreted under and is governed by the laws of the state in which the Leased Premises is located, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws thereof, which laws shall prevail in the event of any conflict of law. Subtenant hereby submits to the personal jurisdiction of the Courts of Denver, Colorado, or the United States District Court for the District of Colorado, in any action or proceeding whatsoever by Sublandlord to enforce its rights hereunder.

(c) Subtenant hereby waives its right, if any: (i) to trial by jury in any action brought hereunder, acknowledging that its waiver of jury trial rights provides the parties with the mutual benefit of uniform interpretation arising out of this Sublease and any dispute arising out of this Sublease or the parties' relationship created by this Sublease, and Sublandlord and Subtenant further acknowledge the receipt and sufficiency of mutual consideration for such benefit; (ii) to assert any counterclaims or defenses (except for the defense of payment) in any proceeding to recover possession of the Leased Premises, brought by Sublandlord hereunder; and (iii) to the benefits of any local, state or federal law, statute, regulation or ordinance granting Subtenant rights not specifically set forth herein. The foregoing shall not preclude Subtenant from litigating a claim in a separate action that cannot be joined or consolidated with the eviction action.

(d) All notices required to be given under this Sublease shall be given in writing, by certified mail, return receipt requested, or by any delivery service providing documentation of receipt, at the following addresses or at such other address as Sublandlord or Subtenant may designate from time to time, and shall be effectively given when deposited in the United States mails, postage prepaid, or when received from the delivery service, as may be applicable:

If to Sublandlord: RESTAURANT REALTY LLC
Attn.: Lease Review Department
1001 17th Street, Suite 175
Denver, Colorado 80202

If to Subtenant: The Address for Franchisee set forth in the Franchise Agreement

(e) It is understood and agreed by and between the parties hereto that this Sublease contains the final and entire agreement between the parties with respect to the lease of the Leased Premises, and that they shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein or therein contained.

(f) This Sublease may be executed in several counterparts, but all counterparts shall constitute one and the same instrument.

(g) If the Master Landlord commences a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or if a decree or order for relief is entered by a court having jurisdiction over the Leased Premises in respect to the Master Landlord in an involuntary case under the federal bankruptcy laws, as now constituted or hereafter amended, and if such Master Landlord or its trustee in bankruptcy rejects the Master Lease, Subtenant covenants and agrees that this Sublease shall not terminate and shall continue on in full force and effect until such time as the Master Lease and Sublandlord's and Subtenant's right to the possession of the Leased Premises are terminated.

(h) Subtenant acknowledges that Sublandlord's execution of this Sublease does not in any way constitute a guaranty, recommendation, or endorsement to any third party as to the Subtenant. Sublandlord has prepared and executed this Sublease and attachments for its own account, and not on behalf of or for the benefit of Subtenant.

(i) Subtenant acknowledges and agrees that in the event Subtenant executes this Sublease as a corporation, partnership, limited liability company, or other business entity, the party(ies) executing below shall be deemed personal guarantors hereunder, and, in addition, any owners in the Subtenant shall be required to provide personal guaranties (collectively, the "Subtenant Guarantors"), in a form provided by Sublandlord (the "Sublease Guaranty"). Subtenant and the Subtenant Guarantors shall be jointly and severally liable for all obligations hereunder, including performance of the Master Lease, this Sublease, and all exhibits thereto. This Section is not intended to modify the terms of the Sublease Guaranty. If Sublandlord so requests, the Subtenant Guaranties shall be secured by a mortgage on the residence of the Subtenant Guarantors.

(j) Subtenant agrees to indemnify and hold Sublandlord, Quiznos, and their Affiliates, and their respective owners, officers directors, employees, representatives, agents, successors and assigns harmless from any and all claims, liabilities, losses, damages, costs, expenses (including legal fees and court costs), or demands of any kind whatsoever and however arising, resulting from the Master Lease and the amendments thereto, this Sublease and the amendments hereto, mechanic's liens or other liens, or any acts by Subtenant which result in the breach of either the Sublease or the Master Lease, or any other damages incurred as a result of the tenancy by Subtenant. In addition, this indemnification and hold harmless shall include any losses, damages, costs, and expenses as further described herein incurred by Sublandlord as a result of alterations or improvements to the Leased Premises performed by Subtenant or Subtenant's agents or independent contractors, whether same be done before or after the Sublease Commencement Date.

(k) Subtenant agrees that Sublandlord shall not be liable to Subtenant with respect to any of the affirmative covenants to be performed by the Master Landlord under the Master Lease, and Sublandlord is hereby released from any liability except to deliver the possession of the Leased Premises to Subtenant, subject to the terms and conditions of the Master Lease. Sublandlord hereby agrees that it will assist Subtenant in enforcing any claim for liability, loss, damage, cost, or expense resulting from any act, action, or omission of the Master Landlord under

the Master Lease which affects Subtenant only, and any such action shall be enforceable against the Master Landlord only and not Sublandlord.

(l) In the event Sublandlord brings an action to interpret or enforce this Sublease, or in the event Sublandlord is named as a party to any action brought by Master Landlord or Subtenant, Subtenant shall reimburse Sublandlord for its costs and expenses incurred therein, including Sublandlord's reasonable legal fees.

(m) Subtenant agrees that the Affiliates of Sublandlord, and the shareholders, directors, officers, employees and agents of Sublandlord and its Affiliates, shall not be personally liable nor named as a party in any action between Sublandlord and Subtenant. Subtenant and Sublandlord further agree that, in connection with any such proceeding, each must submit or file any claim which would constitute a compulsory counterclaim under applicable law within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed as described above will be forever barred. Sublandlord and Subtenant agree that any proceeding will be conducted on an individual, not a class-wide, basis, and that a proceeding between Sublandlord and Subtenant may not be consolidated with any other proceeding between Sublandlord and any other person or entity, nor may any claims of another party or parties be joined with any claims asserted in any action or proceeding between Sublandlord and Subtenant. No party will be entitled to an award of punitive or exemplary damages. No previous course of dealing shall be admissible to explain, modify or contradict the terms of this Sublease. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Sublease.

20. **Assignment of Rent and Additional Rent.** Effective upon the execution of this Sublease and the Consent attached hereto as Exhibit B by all parties, Sublandlord hereby absolutely, unconditionally and irrevocably assigns to Master Landlord all of the Rent and Additional Rent payable by Subtenant hereunder and under the Master Lease (the "Assignment"). Sublandlord hereby authorizes Master Landlord to collect all Rent and Additional Rent directly from Subtenant.

21. **Effectiveness of Sublease.** The effectiveness of this Sublease, and any duties, obligations or other liabilities of Sublandlord, its parents, subsidiaries or Affiliates with respect to this Sublease, are expressly conditioned upon Sublandlord's execution of the Master Lease.

22. **Obligations of Guarantor.**

(a) Guarantor covenants with Sublandlord that upon execution of the Sublease Guaranty and Indemnification Agreement ("Guaranty Agreement") attached hereto as Exhibit C, Guarantor shall be jointly and severally bound with Subtenant as principal debtor or obligor and not as surety, for the fulfilment of all obligations of Subtenant under this Sublease. In the enforcement of its rights hereunder Sublandlord may proceed against Guarantor as if Guarantor was named as Subtenant hereunder, and any notice given by Sublandlord to Subtenant shall be deemed to have been given also to Guarantor.

(b) No neglect or forbearance of Sublandlord in endeavouring to obtain payment of the rent reserved herein or other payments required to be made under the provisions of this Sublease as and when the same become due, no delays of Sublandlord in taking any steps to enforce performance or observance of the several covenants, provisos and conditions contained in this Sublease to be performed, observed or kept by Subtenant, no extension or extensions of time which may be given by Sublandlord from time to time to Subtenant, no consent by Sublandlord to any assigning or subletting by Subtenant, and no other act or failure to act of or by Sublandlord shall release, discharge or in any way reduce the obligations of Guarantor under the provisions of this Section 22.

(c) In the event of termination of this Sublease other than by surrender accepted by Sublandlord, or in the event of disclaimer of this Sublease pursuant to any statute, or in the event that Subtenant (being a corporation) ceases to exist, then at the option of Sublandlord, Guarantor shall execute a new sublease of the Leased Premises between Sublandlord as sublandlord and Guarantor as subtenant for a term equal in duration to the residue of the term remaining unexpired at the date of such termination or such disclaimer or such cessation of existence. Such sublease shall contain the like sublandlord's and subtenant's obligations respectively and the like covenants, provisos, agreements and conditions in all respects (including the provisos for re-entry) as are contained herein.

(d) If two or more persons sign as Guarantor, the liability of each person to pay rent and perform all other obligations under this Section 22 and this Sublease is joint and several.

(e) Guarantor hereby submits to the personal jurisdiction of the Courts Denver, Colorado, or the United States District Court for the District of Colorado, in any action or proceeding whatsoever by Sublandlord to enforce its rights hereunder.

23. **Acknowledgement of Independent Advice.** The Subtenant and Guarantor, as the case may be, acknowledge they have read this Sublease and have been given the opportunity to clarify any provisions which were not fully understood and they acknowledge that the Sublandlord has requested and recommended that they consult with legal counsel or other professional advisor prior to executing this Sublease. The Subtenant and Guarantor, as the case may be, hereby warrant and represent to the Sublandlord that each has obtained such legal and/or professional advice which it deems necessary, that each fully understand the terms, conditions and obligations of this Sublease and agree to be bound thereby.

IN WITNESS WHEREOF, Sublandlord, Subtenant, and Guarantor have executed this Sublease on the day and year first above written.

SUBLANDLORD:

RESTAURANT REALTY LLC

By: _____

Title: _____

SUBTENANT:

By: _____

Title: _____

GUARANTOR:

By: _____

EXHIBIT A TO SUBLEASE

[Master Lease to be attached]

EXHIBIT B TO SUBLEASE

**CONSENT TO SUBLEASE
ACKNOWLEDGMENT OF ASSIGNMENT OF RENT AND ADDITIONAL RENT
AND
COVENANT NOT TO SUE THE QUIZNO'S MASTER LLC**

Master Landlord does hereby consent to the subletting of the Leased Premises in accordance with the terms and conditions of the above Sublease upon the express following conditions:

- (a) Subtenant shall be liable for the payment to Master Landlord of the Rent and Additional Rent (as defined above), and the performance of all covenants required of "tenant" or "lessee" under the Master Lease and under the Sublease.
- (b) No further subletting or assignment of all or any portion of the Leased Premises or the Master Lease shall be made without the prior written consent of Master Landlord, except in accordance with the terms and conditions set forth in the Master Lease.
- (c) The Sublease constitutes the entire agreement between Sublandlord and Subtenant, and there are no other oral or written agreements between the two parties with respect to the Leased Premises, except to the extent that the right to possession thereof may be affected by the Quiznos Franchise Agreement.
- (d) In the event of any conflict between the terms and provisions of the Master Lease and the Sublease, the terms and provisions of the Master Lease shall control.
- (e) Master Landlord hereby acknowledges and accepts the Assignment from Sublandlord of the Rent and Additional Rent payable from Subtenant to Sublandlord under the Sublease. Master Landlord agrees to collect directly from the Subtenant the Rent and Additional Rent due under the Master Lease.
- (f) Master Landlord hereby acknowledges that Sublandlord is owned by The Quizno's Master LLC ("TQM"). Master Landlord acknowledges that the Master Lease is with Sublandlord and not with TQM. Master Landlord covenants and agrees that in the event of a default under the Master Lease or any other agreements in regard to the Leased Premises, Master Landlord's sole and exclusive remedy shall be an action against Sublandlord, Subtenant, the Subtenant Guarantors and any assignees of same, or any parties occupying the Leased Premises or any part thereof.

MASTER LANDLORD COVENANTS AND AGREES THAT, UNLESS TQM SHALL AT THAT TIME BE AN ASSIGNEE UNDER THE MASTER LEASE, IN NO EVENT SHALL IT BRING ANY ACTION AGAINST TQM, NOR NAME TQM IN ANY SUIT, ARBITRATION OR OTHER ACTION BROUGHT IN CONNECTION WITH OR IN REGARD TO THE MASTER LEASE, THE SUBLEASE, THE LEASED PREMISES OR ANY MATTERS RELATING THERETO.

"MASTER LANDLORD"

By: _____
Authorized Agent

Date: _____

EXHIBIT C TO SUBLEASE

SUBLEASE GUARANTY AND INDEMNIFICATION AGREEMENT

THIS SUBLEASE GUARANTY AND INDEMNIFICATION AGREEMENT ("Guaranty Agreement") is made this _____ day of _____, by and between _____ ("Guarantor"), and Restaurant Realty LLC ("Restaurant Realty").

RECITALS

WHEREAS, QFA Royalties LLC ("QFA") and _____ ("Franchisee") have entered to a franchise agreement ("Franchise Agreement"), pursuant to which Franchisee has certain rights, subject to the terms and conditions therein, to operate a QUIZNOS Restaurant;

WHEREAS, Restaurant Realty has entered into a Lease Agreement ("Master Lease"), dated _____, with _____ ("Master Landlord"), for certain Premises located in _____ with an address of _____ ("Leased Premises");

WHEREAS, Restaurant Realty has subleased the Leased Premises to Franchisee pursuant to a sublease ("Sublease") of even date herewith, to permit Franchisee to operate a QUIZNOS Restaurant from the Leased Premises;

WHEREAS, Guarantor has a financial interest in the Franchisee and Restaurant Realty would not have entered into the Master Lease or the Sublease in the absence of the execution and delivery of this Guaranty Agreement; and

WHEREAS, Guarantor has examined the Master Lease and is fully cognizant of the covenants, conditions, and agreements it contains.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, Guarantor and Restaurant Realty agree as follows:

1. Guaranty; Liability Limitations. Guarantor hereby unconditionally guarantees to Restaurant Realty the full and prompt payment of the rent and any other sum of money due under the Sublease; and (b) all rent, percentage rent, additional rent and other charges due and owing under the Sublease (collectively, the "Guaranty Amount").

2. Modification of Liability. Guarantor agrees that his or her obligations under this Guaranty Agreement shall not be terminated, reduced, or affected in any way by reason of the assertion by Master Landlord against Restaurant Realty of any right or remedy for the enforcement of the obligations of Restaurant Realty under the Master Lease, or by reason of Master Landlord's waiver of, or its failure to enforce, any of the terms, covenants, or conditions of the Master Lease, or the granting of any indulgence or extension of time to Restaurant Realty or Franchisee. Guarantor waives notice of any of the foregoing and of default by Restaurant Realty in payment of rent and any other sum of money required to be paid under either the Sublease or the Master Lease.

3. Primary Liability of Guarantor. Guarantor agrees that his or her liability under this Guaranty Agreement shall be primary and that with respect to any right of action which shall accrue to Restaurant Realty under the Sublease, Restaurant Realty may at its option proceed against any Guarantor without having commenced any action or having obtained any judgment against Franchisee. Guarantor waives the right to require pursuit of any remedies against Franchisee or any other person or to require that security held by Restaurant Realty be foreclosed

or that resort be had to any other security or to any balance of any account or credit, before pursuit against Guarantor under this Guaranty Agreement.

4. Waiver of Defenses. Guarantor hereby waives any and all rights it may have to raise as a defense to any action or counterclaim brought to enforce Guarantor's obligations under this Guaranty Agreement, any changes, modifications, or amendments of any kind made to the Master Lease, the Sublease, or the Franchise Agreement including, without limitation, any extensions of term, increases in rent, or expansion or reduction of size of the Leased Premises. Guarantor acknowledges that any payments Restaurant Realty may make to Master Landlord, any other actions Restaurant Realty may take pursuant to the Master Lease, or Restaurant Realty's cure of any defaults under the Master Lease or Sublease shall not reduce or modify Guarantor's liability hereunder.

5. Indemnification. Subject to and conditioned upon Guarantor's full and complete performance of its obligations hereunder, and commencing upon Restaurant Realty's receipt from Guarantor of payment in full of the Guaranty Amount, Restaurant Realty shall indemnify and hold harmless Guarantor from and against any loss, cost, liability, damage or expense (including reasonable legal fees), *in excess of the Guaranty Amount*, arising as a result of Franchisee's breach of the Sublease or Master Lease. The indemnification and liability limitations provisions set forth in this Guaranty Agreement shall not apply where Franchisee's breach of the Sublease or Master Lease is the result of Franchisee's or Guarantor's fraud, misrepresentation or intentional misconduct.

6. Binding on Successors and Assigns. This Guaranty Agreement shall be binding upon Guarantors, their heirs, successors and assigns, and shall inure to the benefit of Restaurant Realty, its successors and assigns.

7. Joint and Several Liability. If two or more persons sign as Guarantor, the liability of each person to pay rent and perform all other obligations under this Guaranty Agreement is joint and several.

8. Governing Law. This Guaranty Agreement shall be governed by and subject to the laws of the State of Colorado, and any dispute between the parties shall be governed by and determined in accordance with the substantive laws thereof, which laws shall prevail in the event of any conflict of law.

9. Acknowledgement of Independent Advice. Guarantor acknowledges he or she has read this Guaranty Agreement and has been given the opportunity to clarify any provisions which were not fully understood and he or she acknowledges that Restaurant Realty has requested and recommended that he or she consult with legal counsel or other professional advisor prior to executing this Guaranty Agreement. The Guarantor hereby warrants and represents to Restaurant Realty that it has obtained such legal and/or professional advice which it deems necessary, that it fully understand the terms, conditions and obligations of this Guaranty Agreement and agrees to be bound thereby.

IN WITNESS WHEREOF, the undersigned have caused this Sublease Guaranty and Indemnification Agreement to be executed and attested on the day and year first set forth above.

GUARANTOR:

RESTAURANT REALTY LLC

By: _____

Its: _____

EXHIBIT T
(TO DISCLOSURE DOCUMENT)

CONVENIENCE RESTAURANT ADDENDUM

**ADDENDUM TO FRANCHISE AGREEMENT
FOR A NON-TRADITIONAL RESTAURANT IN
(CONVENIENCE)**

THIS ADDENDUM to the Franchise Agreement (“**Agreement**”) is made on the Effective Date (defined below) between QFA Royalties LLC (“**Franchisor**”) and _____ (“**Franchisee**”). The following amends and shall be incorporated into the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Agreement. Franchisor and Franchisee agree as follows:

1. **Convenience Restaurant.** All references in the Agreement to the “**Restaurant,**” as defined in Section 1.1 of the Agreement, are deleted and the reference “**Convenience Restaurant**” is inserted in their place. Except as otherwise noted in this Addendum or the Agreement, all applicable terms, conditions, and requirements set forth in the Agreement applicable to the Restaurants apply to the Convenience Restaurant. Franchisor’s approval of the development and operation of a Convenience Restaurant, as required pursuant to Section 3.3 of the Agreement, is hereby granted. The terms of the Agreement and of this Addendum apply only to the Convenience Restaurant operations and products offered or sold from or through the Convenience Restaurant and not to the other business of Franchisee located in the Host Facility (defined below) except as specifically set forth in this Addendum.

2. **Franchised Location.** Franchisee intends to propose a site for the Franchised Location, in accordance with Section 3.1 of the Agreement, which is in a convenience store and/or gas station, as contemplated by Section 3.3 of the Agreement. It is the intention of the parties that the Franchised Location will be located within such convenience store or gas station (also referred to as the “**Host Facility**”), information about which shall be included in the information submitted by Franchisee pursuant to Section 3.1 of the Agreement. If the Host Facility has been identified and approved by Franchisor as of the Effective Date, Franchisor and Franchisee will execute Exhibit A attached hereto.

Franchisee acknowledges and agrees that it has 12 months from the Effective Date of the Agreement within which to perform all pre-opening obligations prescribed under the Agreement and to commence operation of the Convenience Restaurant at the Host Facility approved by Franchisor. If Franchisee does not commence operation of the Convenience Restaurant by the end of such 12-month period, and Franchisor determines that Franchisee is making reasonable and continuing efforts to actively and diligently pursue opening of (and can reasonably be expected to open) the Convenience Restaurant within 24 months from the Effective Date of the Agreement, Franchisor will extend the deadline to commence operation for another 12 months so long as Franchisee continues to actively and diligently pursue the opening of the Convenience Restaurant. Franchisee acknowledges and agrees that, unless Franchisor extends the deadline, Franchisor may terminate the Agreement any time after the expiration of the first 12-month period if Franchisee has not commenced operation of the Convenience Restaurant. Franchisee further acknowledges and agrees that, if Franchisor extends the deadline and Franchisor determines that Franchisee fails to actively and diligently pursue the opening of the Convenience Restaurant during such period, Franchisor may, upon notice, rescind the extension and terminate

the Agreement. Franchisor also may terminate the Agreement upon the expiration of the 24-month period.

If, within 90 days following the Effective Date of the Agreement, Franchisor does not approve the Host Facility as the facility within which the Franchised Location will be located or Franchisee is denied the necessary governmental permits for the Franchised Location (and submits to Franchisor documentation evidencing such denial), either Franchisor or Franchisee may terminate the Agreement upon written notice to the other party. Upon such termination, Franchisor will refund the Initial Franchise Fee, less any direct out-of-pocket expenses incurred by Franchisor as of the effective date of termination; provided that Franchisor may require, as a condition precedent to such refund, Franchisee to sign a general release in a form satisfactory to Franchisor of all claims against Franchisor and its affiliates and their respective shareholders, members, officers, directors, employees, and agents arising out of or relating to the Agreement or the parties' relationship, provided, however, that if the Convenience Restaurant is located in Maryland or if Franchisee is a resident of Maryland, then any release provided for hereunder shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

If the placement and operation of the Convenience Restaurant in the Host Facility require the consent of the owner, franchisor, or licensor of the Host Facility, Franchisee agrees to obtain such consent in writing (and provide a copy thereof to Franchisor), and Franchisee acknowledges and agrees that such consent is a condition precedent to the grant of Franchisee's right to establish and operate the Convenience Restaurant.

3. **Initial Franchise Fee.** Section 4.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

4.1 **Initial Franchise Fee.** Franchisee agrees to pay to Franchisor, concurrently with signing this Agreement, an initial franchise fee of Ten Thousand Dollars (\$10,000) ("**Initial Franchise Fee**"). If Franchisee is purchasing an existing QUIZNOS Convenience Restaurant in connection with the execution of this Agreement, Franchisee is not required to pay the Initial Franchise Fee, provided that Franchisee or the seller of the Convenience Restaurant pays the transfer fee required under the seller's franchise agreement. Franchisee acknowledges and agrees that the Initial Franchise Fee represents payment for the initial grant of the right to use the Marks and Licensed Methods, and that Franchisor has earned the Initial Franchise Fee upon acceptance and execution of this Agreement by Franchisor

4. **Beverages.** All fountain drinks sold in the Convenience Restaurant shall be served in a QUIZNOS logo cup. Sales of fountain beverages will not be included in Gross Sales, except for sales fountain beverages that are sold as part of combination meal, or other combo offer. Franchisee may have a separate fountain for the Convenience Restaurant, or the Convenience Restaurant may share a common self-service fountain with the rest of the Host Facility.

5. **Signs.** Section 6.6 of the Agreement is hereby supplemented by adding the following:

Franchisee agrees to use best efforts to maximize the use of Franchisor's Marks on pre-existing and new signs placed at the Franchised Location and on the premises of the Host Facility. All signs and their placement configuration shall be approved by both Franchisee and Franchisor, which approval shall not be unreasonably withheld and shall be based on parameters which shall best maximize sign usage to the extent allowable under any landlord restrictions and any applicable local laws, zoning ordinances, and other similar requirements. Franchisor hereby approves all uses by Franchisee of the marks, symbols, names, and identifying marks of the Host Facility at the Franchised Location.

6. **Equipment.** Section 6.7 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.7 **Equipment.** Franchisee shall purchase or otherwise obtain for use in connection with the Convenience Restaurant such equipment of a type and in an amount which complies with Franchisor's and its affiliates' standards and specifications and only from suppliers or other sources approved and/or designated by Franchisor and its affiliates. Franchisor and its affiliates may designate only one supplier for certain items, and Franchisor and/or its affiliates may be an approved or the designated supplier for certain items. Franchisee acknowledges that the type, quality, configuration, capability, and/or performance of the Convenience Restaurant's equipment are all standards and specifications which are a part of the Licensed Methods. Franchisee shall configure its computer cash register system in use in the Host Facility ("**System**") to accurately record every sale or other transaction. Franchisee also must install and maintain a cash register terminal in the Convenience Restaurant portion of the Host Facility. The point-of-sale system used at the Host Facility shall differentiate sales of the Convenience Restaurant from sales of the rest of the Host Facility by the use of "price look up" ("**PLU**") or other keys that track and tally sales of the Convenience Restaurant separately and shall report Convenience Restaurant Gross Sales by item type. Franchisee shall submit any required reports in a format designated from time to time by Franchisor. Franchisee grants Franchisor and its affiliates reasonable access to its records only on the System and authorizes Franchisor and its affiliates to obtain its sales, sales mix, and revenue information from the System. Franchisee acknowledges that Franchisor and its affiliates will use information from required reports primarily to make business and marketing decisions.

7. **Training.** Section 7.1 of the Agreement is hereby supplemented and amended by providing that, where the Franchisee has appointed a full-time Designated Manager who will attend the training programs and who will be directly responsible for the proper operation of the Convenience Restaurant, then a Managing Owner shall not be required to take and pass the competency tests or the training program. This waiver as to the Managing Owner shall apply only for as long as the Convenience Restaurant is under the direct supervision of a full-time Designated Manager who is employed by Franchisee and has successfully completed all required tests and training programs. In the event the Designated Manager leaves the employ of Franchisee or becomes no longer responsible for the operation of the Convenience Restaurant, then Franchisee must immediately hire or appoint an existing employee as a replacement Designated Manager who shall be a full-time employee and who shall successfully complete all

required competency tests and training programs, failing which, the foregoing waiver with respect to a Managing Owner shall automatically and without notice be rescinded.

8. **Convenience Restaurant Operations.**

(i) Section 11.1(d) of the Agreement is hereby supplemented by adding the following:

Franchisor and Franchisee acknowledge and agree that the products and services offered for sale from the Convenience Restaurant, and the standards and specifications of Franchisor and its affiliates, may differ from that of a traditional QUIZNOS Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor and its affiliates. Franchisee further acknowledges and agrees that Franchisee may be required to offer the Quiznos Convenience Restaurant Breakfast Program at the Convenience Restaurant.

(ii) Section 11.1(j) of the Agreement is hereby supplemented by adding the following:

Notwithstanding the foregoing, current Quiznos convenience restaurant standards require Franchisee to keep its Convenience Restaurant open, at a minimum, from 7:00 A.M. to 8:00 P.M. each day.

9. **Grand Opening.** Section 12.2 of the Agreement is hereby amended to require Franchisee to spend a minimum of Three Thousand Dollars (\$3,000) for the grand opening program. All other terms of Section 12.2 remain the same.

10. **Restrictions on Services and Products.** The following is added at the end of Section 13.3 of the Agreement:

Franchisee agrees that, during the term of the Agreement, it will not offer or sell any Sub-Sandwiches or any type of Branded Sandwich from or through the Host Facility other than from or through the Convenience Restaurant. “**Sub-Sandwich**” is defined as a submarine, hoagie, hero-type, or deli-style sandwich, and includes breakfast sandwiches (i.e. sandwiches served during the morning hours). “**Branded Sandwich**” is defined as any sandwich marketed by a fast food franchisor or chain, whose primary menu items consist of sandwiches, under a locally, regionally, or nationally known or registered trade name, trademark, or service mark. Except for Sub-Sandwich or Branded Sandwich products, Franchisee may sell other food products from or through the portion of the Host Facility that does not comprise the Convenience Restaurant.

11. **Financial Reports.** Franchisee will not be required to use the bookkeeping services described in Section 15.1 of the Agreement. Additionally, the following new Section 15.1(e) of the Agreement is added:

The point-of-sale system used at the Host Facility shall differentiate sales of the Convenience Restaurant from sales of the rest of the Host Facility by the use of “price look up” (“**PLU**”) or other keys that track and tally sales of the Convenience Restaurant separately and shall report Convenience Restaurant Gross Sales by item type.

12. **Financial Records Use and Access.** The second sentence of Section 15.2 of the Agreement is hereby deleted in its entirety.

13. **Term.** Section 17.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

17.1 **Term.** The primary term of this Agreement is for a period of five (5) years from the Effective Date, unless sooner terminated.

14. **Renewal.** Section 17.2 of the Agreement is hereby amended to provide that the term of Franchisee’s option to renew is five (5) years. All other terms of Section 17.2 of the Agreement remain the same.

15. **Default and Termination.** The following new Section 18.2(r) is added:

(r) **Loss of Right to Operate Host Facility.** If Franchisee loses the right for whatever reason to operate within the Host Facility.

16. **Right to Repurchase.** The first sentence of 18.6 of the Agreement is hereby deleted and replaced in its entirety with the following:

Upon termination or expiration of this Agreement for any reason, Franchisor shall have the option to purchase the assets used in the operation of the Convenience Restaurant, or a portion of the assets, which option, however, shall not include the right to purchase any fixtures or real property interest.

In addition, Section 18.6(b) of the Agreement is hereby deleted in its entirety.

17. **Non-Competition During Term.** Sections 20.1(a) and 20.1(b) of the Agreement are hereby deleted in their entirety. In addition, Section 20.1 of the Agreement is hereby amended to provide that the term “**Competitive Business**” shall mean any business operating, or granting franchises or licenses to others to operate, a restaurant or other food service business deriving more than ten percent (10%) of its gross receipts, excluding gross receipts relating to the sale of alcoholic beverages, from the sale of Sub-Sandwiches (as defined above). The offer or sale of food products other than Sub-Sandwiches or Branded Sandwiches through or from the portion of the Host Facility that does not comprise the Convenience Restaurant shall not be considered a Competitive Business.

18. **“Branded Business”.** Section 20.2 of the Agreement is hereby deleted in its entirety.

19. **Post Termination Covenant Not to Compete.** Section 20.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

For a period of two (2) years from the effective date of termination or expiration of this Agreement for any reason, or the date on which Franchisee and all other Bound Parties begin to comply with this Section, whichever is later, neither Franchisee nor its Bound Parties shall have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative, agent, or in any other capacity in any Branded Sandwich franchise or chain located within a five (5) mile radius of the Host Facility (including at the Host Facility) or within a five (5) mile radius of any other QUIZNOS Restaurant existing on the later of the effective date of termination or expiration of this Agreement or the date on which Franchisee and all other Bound Parties begin to comply with this Section. The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Franchisee and the other Bound Parties expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

20. **Additional Remedies for a Breach.** The reference in Section 20.4 of this Agreement to Section 20.2 is hereby deleted.

21. **Confidentiality of Proprietary Information.** The following is added to the end of Section 20.5 of the Agreement:

Franchisee shall not use the Licensed Methods, including, without limitation, Franchisor's and its affiliates' recipes, materials, forms, menus, items, supplies, business forms, or business policies, as stated in the Operations Manual or otherwise, except for the benefit of Franchisor and its affiliates and in operation of the Franchisee's Convenience Restaurant.

22. **Security Interest.** Section 22 of the Agreement is hereby deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an **INDIVIDUAL(S)**

(Note: use these blocks if you are an individual or a partnership but the partnership is not a separate legal entity)

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Signature

Print Name: _____

Date: _____

Sign here if you are taking the franchise as a **CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____

Signature

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

LOCATION OF HOST FACILITY

**EXHIBIT U
(TO DISCLOSURE DOCUMENT)**

MOBILE TRAILER ADDENDUM

**ADDENDUM TO FRANCHISE AGREEMENT
FOR A MOBILE TRAILER**

THIS ADDENDUM to the Franchise Agreement (the “**Agreement**”) is made on the Effective Date between QFA Royalties LLC (“**Franchisor**”) and _____ (“**Franchisee**”). The following amends and shall be incorporated into the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this Addendum, the terms of this Addendum shall control. All capitalized terms not defined in this Addendum have the respective meanings set forth in the Agreement. For and in consideration of the mutual covenants contained herein and other valuable consideration, receipt and sufficiency of which are acknowledged, Franchisor and Franchisee agree as follows:

1. **Mobile Trailer**. Franchisee operates an existing traditional QUIZNOS Restaurant at _____ (the “**Existing Restaurant**”) pursuant to a Franchise Agreement dated _____ between Franchisor (or an affiliate) and Franchisee (the “**Existing Franchise Agreement**”). In connection with its operation of the Existing Restaurant, Franchisee desires to operate a mobile trailer serving products approved by Franchisor, all of which must be prepped at the Existing Restaurant pursuant to specifications and procedures prescribed by the Quiznos Mobile Trailer Operations Manual or otherwise in writing. All references in the Agreement to the “**Restaurant**” and “**Franchised Location**” as defined in Section 1.1 and 3.1, respectively, of the Agreement, are deleted and the reference “**Mobile Trailer**” is inserted in their place. Except as otherwise noted in this Addendum or the Agreement, all applicable terms, conditions, and requirements set forth in the Agreement applicable to the Restaurants apply to the Mobile Trailer.

2. **Franchised Location**. Section 3.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

3.1 **Trailer Location**. The Non-Traditional Restaurant consists solely of a mobile trailer. Franchisee is granted the right to own and operate the Mobile Trailer at various locations which may be different from time to time (each, at such time that the Mobile Trailer is located at such location, a “**Trailer Location**”). The Franchisee is solely responsible for obtaining all necessary licenses, permits or approvals required to operate the Mobile Trailer at each Trailer Location. Franchisor expressly reserves the right to review and approve any Trailer Location. Franchisor, at its option, may also present sites to Franchisee for consideration as a Trailer Location. Franchisor may use a variety of criteria and procedures to evaluate a location Franchisee proposes and, if more than one franchisee is seeking a location in a particular area, to determine which franchisee will operate a Mobile Trailer at a particular location. Franchisor may change its procedures from time to time. Franchisee agrees that, if Franchisor identifies a general area in which Franchisee is to concentrate its efforts to search for an acceptable locations to be used for Trailer Locations, this area is designated simply for purposes of focusing Franchisee’s efforts and is not the grant of, or right to, an exclusive or protected territory. Franchisor makes no guaranty or assurance that any particular location in which Franchisee has expressed an interest prior to signing this Agreement will be available or approved by Franchisor, and Franchisee agrees that its obligations under this Agreement are not conditioned upon securing any particular location. There are no restrictions on Franchisor in any area, either before or after any Trailer Location is selected and approved, as provided in Section 3.5 below.

Franchisee further acknowledges and warrants that Franchisor’s approval of any Trailer

Location does not constitute a guarantee, recommendation, or endorsement of any Trailer Location and that the success of the Mobile Trailer to be operated at any such Trailer Location depends upon Franchisee's abilities as an independent businessperson.

3. **Limitation on Franchise Rights.** Section 3.2 of the Agreement is hereby deleted and replaced in its entirety with the following:

3.2 **Limitation on Franchise Rights.** The Marks and Licensed Methods are licensed only for the Mobile Trailer.

4. **Franchisor's Reservation of Rights.** Section 3.5 of the Agreement is hereby deleted and replaced in its entirety with the following:

3.5 **Franchisor's Reservation of Rights.** Franchisee acknowledges that the franchise granted under this Agreement is nonexclusive, that Franchisee has no territorial protection, and that Franchisor and all of its affiliates retain the right: (1) to use, and to license others to use, the Marks and Licensed Methods for the operation of Restaurants at any location; (2) to use the Marks and Licensed Methods in connection with services and products, in connection with promotional and marketing efforts or related items, or in alternative channels of distribution, without regard to location; (3) to use and license the use of alternative proprietary marks or methods in connection with the operation of restaurants or other businesses under names which are not the same as or confusingly similar to the Marks, which businesses may be the same as, or similar to, or different from Restaurants; and (4) to engage in any other activities not expressly prohibited in this Agreement.

5. **Initial Franchise Fee.** Section 4.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

4.1 **Initial Franchise Fee.** Franchisee agrees to pay to Franchisor, concurrently with signing this Agreement, an initial franchise fee of Eight Thousand Dollars (\$8,000) ("**Initial Franchise Fee**"). Franchisee acknowledges and agrees that the Initial Franchise Fee represents payment for the initial grant of the right to use the Marks and Licensed Methods, and that Franchisor has earned the Initial Franchise Fee upon acceptance and execution of this Agreement by Franchisor.

6. **Franchised Location.** Section 6.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.1 **Approval of Each Trailer Location.** Franchisor shall have the right to approve or reject any site which Franchisee proposes to Franchisor as a Trailer Location. That determination may be based on various criteria and procedures which may change from time to time in Franchisor's discretion. If Franchisee proposes a site, and Franchisor determines that it does not meet its criteria, it will be rejected, and Franchisee will be required to propose an alternative site. Franchisee may operate the Mobile Trailer only at sites approved by Franchisor.

7. **Lease Approval.** Section 6.2 of the Agreement is hereby deleted in its entirety.

8. **Schedule**. Section 6.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.3 **Schedule**. Franchisee acknowledges and agrees that it has ____ days from the Effective Date of this Agreement within which to commence operating the Mobile Trailer.

9. **Conversion and Design**. Section 6.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.4 **Conversion and Design**. Franchisee acknowledges that the layout, design, decoration, and color scheme of Restaurants are an integral part of the Licensed Methods, and, accordingly, Franchisee shall decorate the Mobile Trailer in accordance with Franchisor's plans, designs, and specifications. Franchisee also shall obtain Franchisor's written consent to any conversion, design, or decoration of the Mobile Trailer before remodeling or decorating begins, recognizing that such remodeling and decoration, and any related costs, are Franchisee's sole responsibility.

10. **Signs**. Section 6.5 of the Agreement is hereby deleted and replaced in its entirety with the following:

6.5 **Signs**. Franchisee shall purchase or otherwise obtain for use on the Mobile Trailer and in connection with the Mobile Trailer the maximum number and size of signs allowed by applicable codes, which signs shall comply with Franchisor's standards and specifications. It is Franchisee's sole responsibility to ensure that all signs comply with applicable local ordinances, codes, and zoning regulations. Any modifications to Franchisor's standards and specifications for signs due to local ordinances, codes, or regulations shall be submitted to Franchisor for prior written approval. Franchisee acknowledges that the Marks, or any other name, symbol, or identifying marks on any signs, shall be used only in accordance with Franchisor's standards and specifications and only with Franchisor's prior written approval.

11. **Franchisor's Development Assistance**. Sections 9.1(a) and 9.1(f) of the Agreement are hereby deleted in their entirety.

12. **Mobile Trailer Operations**. Section 11.1(e) of the Agreement is hereby deleted and replaced in its entirety with the following:

Franchisee acknowledges that the franchise requires and authorizes Franchisee to offer only authorized products and services as described in the Operations Manual, which may include, without limitation, submarine and other sandwiches, salads, other authorized food and beverage products, and related restaurant and carry out or delivery services. Separate certification or approval may be required from time to time in order to be authorized to offer certain products or services. Franchisee shall maintain at all times a sufficient supply of all menu items and related food and paper products to ensure, insofar as possible, that such items are at all times available to its customers. Franchisee shall offer all types of services and products from time to time prescribed by Franchisor and shall not offer any other types of services or products, or operate or engage in any other type of business or profession, from or through the Mobile Trailer, unless Franchisor's written consent is first obtained. Franchisee shall prepare all products offered by the Mobile Trailer at the Existing Restaurant pursuant to specifications and procedures prescribed by the Quiznos Mobile Trailer Operations Manual or otherwise in writing. Franchisee shall participate in promotions designated by Franchisor. Participation in

such promotions may include offering designated products during the promotional period. Franchisor may prescribe the maximum and/or minimum prices that Franchisee may charge customers for products and services offered and sold by the Mobile Trailer, and Franchisee agrees to comply with these maximum or minimum prices. Franchisor and Franchisee acknowledge and agree that the products and services offered for sale from the Mobile Trailer, and the standards and specifications of Franchisor and its affiliates, may differ from that of a traditional QUIZNOS Restaurant and will be subject to alternative standards and specifications developed and made available by Franchisor and its affiliates. Specifically, the Mobile Trailer to be operated hereunder is intended to be a mobile trailer restaurant, and as such it may be required to offer a more limited menu than a traditional QUIZNOS Restaurant offers. Therefore, Franchisee acknowledges and agrees that Franchisor may designate a non-standard menu for the Mobile Trailer, and such non-standard menu may be changed from time to time in Franchisor's sole discretion.

13. **Grand Opening**. Section 12.2 of the Agreement is hereby deleted in its entirety.

14. **Local Advertising**. Section 12.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

12.4 **Local Advertising**. Franchisee agrees to conduct local advertising and promotions for the Mobile Trailer. The amounts spent for and the manner of conducting such local advertising shall be within the reasonable discretion of Franchisee. Franchisee shall request and obtain Franchisor's prior written approval of any such local advertising and promotional programs in accordance with section 12.1 hereof. Franchisor may request that Franchisee prepare and submit quarterly report(s) to Franchisor which described local advertising and promotional efforts and the amounts spent on such efforts.

15. **Term**. Section 17.1 of the Agreement is hereby deleted and replaced in its entirety with the following:

17.1 **Term**. The primary term of this Agreement is for a period of five (5) years from the Effective Date, unless sooner terminated.

16. **Renewal**. Section 17.2 of the Agreement is hereby amended to provide that the term of Franchisee's option to renew is five (5) years. All other terms of Section 17.2 remain the same.

17. **Termination**. Section 18.4 of the Agreement is hereby amended to add the following to the end:

Franchisee acknowledges and agrees that this Agreement shall automatically terminate upon the termination or expiration of the Existing Franchise Agreement.

18. **Operation of Existing Restaurant**. Franchisee acknowledges and agrees that Franchisee must be operating the Existing Restaurant in order for Franchisee to operate the Mobile Trailer. Franchisee further acknowledges and agrees that if Franchisee ceases operating the Existing Restaurant or abandons the Existing Restaurant, for any reason, Franchisee must immediately cease operating the Mobile Trailer.

19. **Post-Termination Covenant Not to Compete.** Section 20.3 of the Agreement is hereby deleted and replaced in its entirety with the following:

20.3 **Post-Termination Covenant Not to Compete.** For a period of two (2) years from the effective date of termination or expiration of this Agreement for any reason, or the date on which Franchisee and all other Bound Parties begin to comply with this Section, whichever is later, neither Franchisee nor any other Bound Party shall have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, representative, agent, or in any other capacity in any Competitive Business located or operating within a ten (10) mile radius of the location of the Existing Restaurant or within a five (5) mile radius of any other QUIZNOS Restaurant existing on the later of the effective date of termination or expiration of this Agreement or the date on which Franchisee and all other Bound Parties begin to comply with this Section. The restrictions of this Section shall not be applicable to the ownership of shares of a class of securities listed on a stock exchange or traded on the over-the-counter market that represent five percent (5%) or less of the number of shares of that class of securities issued and outstanding. Franchisee and the other Bound Parties expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive them of their personal goodwill or ability to earn a living.

20. **Notice.** Section 23.11 of the Agreement is hereby deleted and replaced in its entirety with the following:

23.11 **Notice.** All notices required to be given under this Agreement shall be given in writing, by certified mail, return receipt requested, or by any delivery service providing documentation of receipt, at the address set forth in the first paragraph of this Agreement if to Franchisor, or in Exhibit A if to Franchisee, or at such other addresses as Franchisor or Franchisee may designate from time to time, and shall be deemed delivered (a) on the date shown on the return receipt or in the courier's records as the date of delivery or (b) on the date of first attempted delivery, if actual delivery cannot for any reason be made.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and made effective as of the Effective Date.

QFA ROYALTIES LLC

By: _____

Title: _____

Date: _____

FRANCHISEE:

Sign here if you are taking the franchise as an
INDIVIDUAL(S)

(Note: use these blocks if you are an individual or a
partnership but the partnership is not a separate
legal entity)

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Signature
Print Name: _____
Date: _____

Sign here if you are taking the franchise as a
**CORPORATION, LIMITED LIABILITY
COMPANY OR PARTNERSHIP**

Print Name of Legal Entity

By: _____
Signature

Print Name: _____
Title: _____
Date: _____

EXHIBIT V
(TO DISCLOSURE DOCUMENT)

PROMISSORY NOTES

ACQUISITION PROMISSORY NOTE



Agreement No.: _____
FINANCE AGREEMENT AND GUARANTY
(Acquisition Loans)

CREDITOR
Quizmark LLC
1001 17th St Suite 175, Denver, CO 80202
Phone: (720) 359-3300 Fax: (720) 932-0317

DEBTOR
Business Name
Address, City, State Zip Code
Phone: (000) 000-0000 Fax: (000) 000-0000

QUIZNOS RESTAURANT INFORMATION
Quiznos Restaurant Location: <Street Address> <City>, <State> <Zip>
Franchise Agreement Number: _____
Store Number: _____

FINANCE AGREEMENT TERMS AND CONDITIONS

TRANSACTION TERMS
Term: 155 Weeks following Payment Start Date Billing Type: Weekly Agreement Start Date: [Date Agreement is signed]
Maturity Date: 155 Weeks after Payment Start Day
Approved Total Advance: \$ _____
Processing Fee: \$500.00 (due upon submission of the Loan Processing Form provided with Loan Approval and is non-refundable)

The above-named debtor ("Debtor") hereby agrees to repay Creditor the aggregate amount (which shall not exceed Approved Total Advance) Creditor advances to Debtor's vendors for the Permitted Items identified on Schedule 1 attached hereto (the "Total Advance") together with interest calculated (using a year of 365/366 days) at a rate, except as provided herein, equal to _____ (% per annum (the "Interest Rate")) in (i) one hundred fifty-five (155) weekly installments, each such weekly installment to be in the amount indicated above as the "Total Weekly Payment" and (ii) the "Balloon Payment" set forth above on the Maturity Date. The Total Advance shall be deemed to be fully disbursed, with interest rate accruing on the Total Advance, upon the final disbursement of the final portion thereof. Notwithstanding the foregoing, all remaining amounts owing in respect of the Total Advance, interest thereon calculated at the Interest Rate (or as otherwise provided herein) and all other fees and expenses payable hereunder shall be due and payable on the earlier to occur of (i) the Maturity Date and (ii) the date on which amounts owing hereunder are accelerated as provided below.

USE OF PROCEEDS. All funds disbursed in respect of the Total Advance shall be used solely to fund Debtor's acquisition of the Permitted Items for Debtor's Quiznos Restaurant (the "Restaurant") identified above (the "Acquisition").

DISBURSEMENTS. All amounts in respect of the Total Advance shall be disbursed by Creditor or its agents and affiliates directly to the parties set forth on the attached Schedule 1, on or about the dates set forth on such Schedule 1, in the amounts set forth on such Schedule 1, and in accordance with the payment instructions set forth on such Schedule 1; it being acknowledged and agreed that such disbursements to such parties are being made by Creditor at the direction of Debtor to fund the Acquisition. DEBTOR HEREBY ACKNOWLEDGES THAT DEBTOR HAS REVIEWED THE ATTACHED SCHEDULE 1 CAREFULLY, AND THAT THE INFORMATION SET FORTH THEREIN IS ACCURATE AND COMPLETE. DEBTOR HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS CREDITOR TO FUND THE DISBURSEMENTS OF THE TOTAL ADVANCE IN ACCORDANCE THEREWITH.

PAYMENTS. The first Total Weekly Payment shall be due and payable on the earlier of (i) the date that is sixty (60) days after the Agreement Start Date, provided Creditor has made a disbursement of all or part of the Total Advance or (ii) the first Tuesday following the day that Debtor opens the Restaurant to the public (the "Payment Start Date"). Each subsequent Total Weekly Payment shall be due and payable on the Tuesday of each subsequent week for 154 weeks, and the Balloon Payment shall be due and payable on the Maturity Date, until the Total Advance, together with all accrued and unpaid interest thereon calculated at the Interest Rate (or as otherwise provided in this Finance Agreement) and all other fees and obligations of Debtor under this Finance Agreement shall have been indefeasibly paid in full. Debtor hereby irrevocably authorizes and directs Creditor and its agents and assigns to direct debit all amounts due under this Finance Agreement (including each Total Weekly Payment, all interest due and owing in respect of the Total Advance (including default interest, if applicable), all fees described herein, and all amounts due on the Maturity Date (or at acceleration as provided below) from the account (the "Account") that Debtor uses for the payment of royalties, marketing and promotion fees, and any other amounts due from Debtor under Debtor's franchise agreement with QFA Royalties LLC ("Quiznos") (such franchise agreement referenced above by number, the "Franchise Agreement"). In furtherance of the foregoing, Debtor hereby acknowledges that either Creditor, an affiliate of Creditor, or Landmark Financial Corporation ("Landmark") may act as servicing agent in connection with this Finance Agreement.

PREPAYMENTS. Debtor may prepay all amounts due under this Finance Agreement in full or in part at any time. Any and all such prepayments shall be applied by Creditor: (i) first, to any amounts due and owing in respect of this Finance Agreement other than principal and interest; (ii) second, to any Total Weekly Payment which is then overdue; (iii) third, to the Balloon Payment, and (iv) fourth, to the remaining Total Weekly Payments in inverse order.

LATE PAYMENT. If Debtor fails to pay any amount to be paid hereunder when due, Debtor shall pay Creditor: (a) a \$10.00 late fee per missed weekly payment; (b) amounts Creditor pays other parties in connection with the collection of the payment or payments; and (c) interest on such unpaid amount from the due date until paid to the Creditor at eighteen percent (18%) per annum.

FEES. Debtor shall pay (i) upon application for the Total Advance, a one-time non-refundable application fee of \$500.00 and (ii) on the earliest of (A) the date on which the Total Advance shall have been paid in full, (B) the date on which the Total Advance has been accelerated pursuant hereto and (C) the Maturity Date, a one-time non-refundable termination fee of \$65.00.

USURY. In the event that a court of competent jurisdiction determines that Creditor has received interest hereunder in excess of the highest rate permitted by applicable law, the amount of such excess interest shall be applied against the principal amount of the Total Advance then outstanding and to such other fees and expenses as may be due and owing under this Finance Agreement to the extent permitted by applicable law, and any excess interest remaining after such application shall be refunded promptly to Debtor.

UNCONDITIONAL PERSONAL GUARANTY. The guarantor named below ("Guarantor"), if any hereby provides this unconditional personal guaranty in favor of Creditor as a material inducement for Creditor providing the Total Advance to Debtor. The Guarantor hereby unconditionally and irrevocably guarantees to the Creditor, its successors and assigns, the payment and performance of all existing and future obligations of Debtor to Creditor including, but not limited to, those described in this Finance Agreement and any amendments, modifications, replacements or substitutions thereof. Guarantor agrees that (a) this is a guaranty of payment and not of collection, and that Creditor can proceed directly against Guarantor personally without resorting to any security or seeking to collect from Debtor, (b) Guarantor hereby waives (i)

DEBTOR'S INITIALS: _____

all suretyship defenses and other defenses of any sort including, without limitation, impairment of collateral (if any), failure to properly perfect a security interest in collateral (if any) and (ii) all notices, including those of protest, presentment and demand, and (c) Guarantor shall pay all of Creditor's costs and expenses incurred in connection with the enforcement and collection of Debtor's and/or Guarantor's obligations under this Finance Agreement, including, without limitation, attorney's fees incurred by Creditor. This guaranty survives the bankruptcy of Debtor and binds Guarantor's administrators, successors and assigns. All obligations under this guaranty continue even if Debtor becomes insolvent or bankrupt or is discharged from bankruptcy and Guarantor agrees not to seek to be repaid by Debtor in that event. Guarantor's obligation is to pay all amounts owed by Debtor to Creditor. If Guarantor resides, or any property securing Guarantor's performance hereunder is located, in a state that requires a spousal signature in order to bind the assets of the marital estate, Guarantor's spouse must sign an acknowledgement consenting to Guarantor's execution of this Finance Agreement and the binding of the assets of the marital estate to Guarantor's performance hereunder.

GRANT OF SECURITY INTEREST. To secure the prompt payment when due of the Total Advance, each Total Weekly Payment, and all other amounts now or hereafter owing by Debtor or Guarantor to Creditor (including, without limitation, interest after the commencement of a bankruptcy or other insolvency proceeding), Debtor hereby grants Creditor a security interest and mortgage in all of its right, title and interest, in, to and under all assets related to, located at or used in connection with the Restaurant (including all furniture, fixtures, equipment, signage, inventory and real property), together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used or useful in connection with the Restaurant (collectively the "**Collateral**"). In connection with the lien granted pursuant to this Finance Agreement, Creditor and its agents (including, without limitation, Landmark) are hereby authorized to file UCC-1 financing statements with any filing authority and take such other actions and file or record such other documents or instruments as Creditor or its agent shall deem necessary or advisable in order to perfect or otherwise protect the lien granted hereby, in each case without the signature of Debtor or Guarantor or any notice to Debtor or Guarantor. Debtor and Guarantor agree to take such further actions (at the sole cost and expense of Debtor and Guarantor) as Creditor shall reasonably request in order to perfect and/or protect the security interest of Creditor in the Collateral. All terms used in this paragraph and defined in the Uniform Commercial Code as in effect from time to time in the State of Colorado or such other state as shall be applicable (the "UCC") shall have the meaning assigned thereto in the UCC.

REPRESENTATION AND WARRANTIES. Debtor and Guarantor represent and warrant: (a) the financial and other information which Debtor and Guarantor have submitted, or will submit, to Creditor in connection with this Finance Agreement is, or shall be, at time of submission, true and complete; (b) this Finance Agreement has been duly authorized by Debtor and Guarantor, and upon execution by Debtor and Guarantor shall constitute the legal, valid and binding obligation, contract and agreement of Debtor and Guarantor enforceable against Debtor and Guarantor in accordance with its terms, notwithstanding any technical deficiency in attestation on behalf of Debtor and/or Guarantor; (c) Debtor's federal tax identification number or social security number is as set forth below; (d) Guarantor's social security number is as set forth below; (e) Debtor is either a duly organized and validly existing entity under the laws of the state of set forth in Debtor's signature box below and authorized to own property and transact business in each location where its business is conducted or an individual; and (f) Debtor's and Guarantor's execution, delivery and performance of its obligations under this Finance Agreement do not and shall not violate any statute, ordinance, regulation, order, decree, ruling, or agreement binding upon or otherwise applicable to Debtor or Guarantor.

ACKNOWLEDGEMENT AND AFFIRMATIVE COVENANTS. Debtor acknowledges and agrees that (i) any failure to pay any amount when due under this Finance Agreement, or (ii) any cancellation of Creditor's or Quiznos' (or their respective agents' or assigns') right to initiate direct debit ACH payments from the Account, will constitute a breach of each franchise agreement that exists between Debtor and Quiznos (and the Debtor acknowledges that a default under this Finance Agreement may cause a default under any franchise agreement that any legal entity in which Debtor, or one of Debtor's owners with at least a 25% ownership interest in Debtor, is an owner). In addition, during the term of this Finance Agreement, Debtor agrees to (a) use Quiznos' approved credit card payment processor and gift card processor for all credit card and gift card transactions for the Restaurant; (b) use Quiznos' approved accounting and bookkeeping services; (c) purchase all food (including produce) used for the Restaurant from Quiznos' approved suppliers and not from any other supplier; (d) poll the Restaurant's sales in accordance with Quiznos' standards; (e) participate in all required Quiznos operational programs (including, but not limited to, Approved Products Quick Checks and the Market Champion Program); (f) use Quiznos' approved payroll service provider; (g) provide financial statements (which may include, but not be limited to, balance sheet, income statement and cash flow statement) as Quiznos may require from time to time; and (h) obtain all required insurance from a Quiznos approved insurance provider. Debtor acknowledges and agrees that the foregoing obligations are also obligations under the Franchise Agreement and that failure to comply with these obligations during or after the term of this Finance Agreement shall be a default under the Franchise Agreement.

MODIFICATION AND WAIVER. The modification or waiver of any of Debtor's or Guarantor's obligations or Creditor's rights under this Finance Agreement must be contained in a writing signed by Creditor. Creditor may perform any of Debtor's obligations or delay or fail to exercise any of its rights under this Finance Agreement without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Debtor's and Guarantor's obligations under this Finance Agreement shall not be affected if Creditor amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to Debtor, Guarantor or a third party or any of its rights against any other debtor, third party or property. Debtor shall pay a fee of \$35.00 for each requested amendment to the terms of this Finance Agreement.

ASSIGNMENT. Without the prior written consent of Creditor, neither Debtor nor Guarantor shall sell, lease or create any lien, other than Creditor's security interest, against any item of Collateral or assign any of Debtor's or Guarantor's obligations under this Finance Agreement. Neither Debtor's nor Guarantor's obligations are assignable by operation of law. Consent of any of the foregoing applies only in the given instance. Creditor may assign, pledge or otherwise transfer any of its rights hereunder without notice to, or consent of, Debtor or Guarantor. If Debtor and/or Guarantor is given notice of any such assignment, Debtor and/or Guarantor, as applicable, shall acknowledge receipt thereof in writing and shall thereafter pay any amounts due hereunder as directed in the notice. The rights of an assignee to amounts due hereunder shall be free of any claim or defense Debtor or Guarantor may have against Creditor, and Debtor and Guarantor agree not to assert against an assignee any claim or defense which Debtor or Guarantor may have against Creditor. Subject to the foregoing, this Finance Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns to the parties.

INDEMNITY. Debtor and Guarantor shall pay, indemnify, defend and hold Creditor and each of its officers, directors, employees, counsel, agents and attorneys-in-fact and affiliates (each, an "**Indemnified Person**") harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, charges, expenses, or disbursements (including, without limitation, attorney's fees and court costs incurred by Creditor related to this Finance Agreement) of any kind or nature whatsoever which may at any time (including any time following repayment of the Total Advance) be imposed on, incurred by or asserted against any Indemnified Person in any way relating to or arising out of this Finance Agreement and any other document or instrument contemplated by or referred to herein or therein, or the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including (i) with respect to the exercise by Creditor of any of its rights or remedies under this Finance Agreement, and any investigation, litigation or proceeding (including any bankruptcy, insolvency, reorganization or other similar proceeding or appellate proceeding) related to this Finance Agreement or the Total Advance, or the use of the proceeds thereof (including funding the Total Advance in accordance with Schedule 1). While it is not anticipated that Creditor shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim. The obligations in this paragraph shall survive payment of the Total Advance and all other obligations hereunder. All amounts owing under this paragraph shall be paid within thirty (30) days after demand therefor. To the extent that any undertaking in this paragraph may be unenforceable because it is violative of any law or public policy, Debtor will contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of such undertaking.

DEFAULT. Any of the following constitutes an event of default hereunder (each, an "**Event of Default**"): (a) Debtor's or Guarantor's failure to pay any amount hereunder when due; (b) Debtor's or Guarantor's default in performing any other obligation hereunder or under any other agreement now or hereafter entered into between Debtor or Guarantor, on the one hand, and Creditor or any of its affiliates, on the other hand,

DEBTOR'S INITIALS: _____

including, without limitation, the Franchise Agreement; (c) death or judicial declaration of incompetency of Debtor or Guarantor, if an individual; (d) the filing by or against Debtor or Guarantor of a petition under the United States bankruptcy code or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, agreement or extension; (e) the making of an assignment of a substantial portion of its assets by Debtor or Guarantor for the benefit of creditors, appointment of a receiver or trustee for Debtor or Guarantor or for any of Debtor's or Guarantor's assets, institution by or against Debtor or Guarantor of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of Debtor or Guarantor, Debtor's or Guarantor's cessation of active business affairs or the making by Debtor or Guarantor of a transfer of a material portion of Debtor's or Guarantor's assets or inventory not in the ordinary course of business; (f) any misrepresentation of a material fact in connection herewith by or on behalf of Debtor or Guarantor; (g) Debtor's or Guarantor's default under a lease or agreement providing financial accommodation with a third party; or (h) Creditor shall in good faith deem itself insecure as a result of a material adverse change in Debtor's or Guarantor's financial condition or otherwise. Notwithstanding any provision contained herein to the contrary, from and after the occurrence of an Event of Default (as defined below), any payment(s) made by or on behalf of Debtor in respect of the Total Advance or otherwise made pursuant to this Finance Agreement or the Guaranty set forth herein may be applied by Creditor to any and all obligations of Debtor to Creditor as Creditor shall deem appropriate in Creditor's sole and absolute discretion.

LITIGATION EXPENSES. Debtor and Guarantor shall pay Creditor its costs and expenses including attorneys' fees and court costs, incurred by Creditor in enforcing this Finance Agreement. This obligation includes the payment of such amounts whether an action is filed and whether an action which is filed is dismissed.

REMEDIES. Upon the occurrence of an Event of Default, Creditor may, in its sole discretion, declare all or a portion of the outstanding Total Advance immediately due and payable. Creditor shall have the additional remedies set forth in paragraph 7 of page 5 of this Finance Agreement.

MISCELLANEOUS. If any provision of this Finance Agreement violates the law or is unenforceable, the rest of this Finance Agreement shall remain valid. All of the representations, warranties, indemnification and hold harmless and other obligations described in this Finance Agreement shall survive the expiration or cancellation of this Finance Agreement. This Finance Agreement shall be binding upon and inure to the benefit of Debtor, Guarantor and Creditor and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees. Any notice or other communication to be provided under this Finance Agreement shall be in writing and shall be deemed given when sent via telecopy, overnight, certified, registered or regular mail to the applicable party at the address described in this Finance Agreement or such other address as such party may designate in writing from time to time. This Finance Agreement is effective only upon execution by an authorized officer of Creditor following Debtor's and Guarantor's execution hereof. THIS FINANCE AGREEMENT IS NON-CANCELLABLE BY DEBTOR OR GUARANTOR FOR ANY REASON WHATSOEVER. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITHOUT OFFSET OR COUNTERCLAIM. THIS FINANCE AGREEMENT IS SOLELY A FINANCING AGREEMENT. This Finance Agreement constitutes the entire agreement of the parties hereto as to the subject matter hereof. Any waiver by Creditor must be in writing, and forbearance shall not constitute a waiver. Whenever the context of this Finance Agreement requires, the neuter includes the masculine or feminine and the singular includes the plural. The term "including" is deemed to mean "including, without limitation". If there is more than one Debtor named in this Finance Agreement, the liability of each shall be joint and several. The titles of the paragraphs are solely for the convenience of the parties and are not an aid in interpretation. THIS FINANCE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAWS PRINCIPLES. DEBTOR AND GUARANTOR SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE CITY AND COUNTY OF DENVER, COLORADO FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS FINANCE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. DEBTOR AND GUARANTOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. DEBTOR, GUARANTOR AND CREDITOR EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE NEGOTIATION, EXECUTION OR DELIVERY OF THIS FINANCE AGREEMENT OR ANY RELATED DOCUMENT, THE PAYMENT AND PERFORMANCE OF ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OR THE ENFORCEMENT OF ANY RIGHT OR REMEDY DESCRIBED HEREIN OR THEREIN, OR ANY CLAIM, DEFENSE, SETOFF OR COUNTERCLAIM ARISING OR ASSERTED IN CONNECTION HEREWITH OR THEREWITH. Any provision declared invalid shall be deemed severable from the remaining provisions which shall remain in full force and effect. Time is of the essence of this Finance Agreement. The obligations of Debtor shall survive the release of Creditor's security interest in the Collateral. The additional terms and provisions set forth on page 5 of this Finance Agreement are a part hereof and are expressly incorporated herein by reference.

DEBTOR		
Full Legal Business Name	D/B/A	Federal Tax ID#/Social Security #
Type of Entity (LLC, Corporation, Individual)	State of Organization/Incorporation	E-Mail Address
Billing Address	City State Zip	Phone
Contact Name (Printed)	Title	Fax
By: Signature of Authorized Signor	Printed Name	Date

DEBTOR'S INITIALS: _____

CREDITORQuizmark LLC 1001 17th St Suite 175, Denver, CO 80202

Signature: _____

Title: _____

Printed Name: _____

Date: _____

GUARANTOR

Full Legal Name _____

Social Security # _____

E-Mail Address _____

Billing Address _____

City _____ State _____ Zip _____

Phone / Cell _____

By: Signature _____, Individually

Printed Name _____

Date of Signature _____

The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

Signature: _____, individually

Date of Signature: _____

Printed Name: _____

ADDITIONAL GUARANTOR

Full Legal Name _____

Social Security # _____

E-Mail Address _____

Billing Address _____

City _____ State _____ Zip _____

Phone / Cell _____

By: Signature _____, Individually

Printed Name _____

Date of Signature _____

The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

Signature: _____, individually

Date of Signature: _____

Printed Name: _____

DEBTOR'S INITIALS: _____

ADDITIONAL GUARANTOR

Full Legal Name _____

Social Security # _____

E-Mail Address _____

Billing Address _____

City _____

State _____

Zip _____

Phone / Cell _____

_____, Individually

By: Signature _____

Printed Name _____

Date of Signature _____

The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

Signature: _____, individually

Date of Signature: _____

Printed Name: _____

ADDITIONAL GUARANTOR

Full Legal Name _____

Social Security # _____

E-Mail Address _____

Billing Address _____

City _____

State _____

Zip _____

Phone / Cell _____

_____, Individually

By: Signature _____

Printed Name _____

Date of Signature _____

The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

Signature: _____, individually

Date of Signature: _____

Printed Name: _____

ADDITIONAL GUARANTOR

Full Legal Name _____

Social Security # _____

E-Mail Address _____

Billing Address _____

City _____

State _____

Zip _____

Phone / Cell _____

_____, Individually

By: Signature _____

Printed Name _____

Date of Signature _____

The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.

Signature: _____, individually

Date of Signature: _____

Printed Name: _____

DEBTOR'S INITIALS: _____

ADDITIONAL TERMS OF FINANCE AGREEMENT AND GUARANTY

1. **LOCATION; INSPECTION; USE OF COLLATERAL.** Debtor shall keep and not remove from the Quiznos Restaurant Location address referenced above any item of Collateral. Creditor may inspect the Collateral during normal business hours and enter the premises where the Collateral may be located for such purposes. Each item of Collateral shall be used solely for commercial or business purposes and operated in a careful and proper manner and in compliance with all applicable government requirements, all requirements of insurance policies carried hereunder and all manufacturer's instructions and warranty requirements.
2. **ALTERATIONS; SECURITY INTEREST COVERAGE.** Without Creditor's prior written consent, Debtor shall not make any alterations, additions or improvements to an item of Collateral which detracts from its economic value or functional utility. All additions and improvements made to an item of Collateral shall be deemed accessions thereto, and shall not be removed if removal would impair the item's economic value or functional utility. Creditor's security interest shall cover all modifications, accessions, additions to and replacements and substitutions for the Collateral. Debtor will not make any replacements or substitutions without Creditor's prior written consent.
3. **MAINTENANCE.** Debtor shall maintain the Collateral in good repair, condition and working order. Debtor shall cause all repairs required to maintain the Collateral in such condition to be made promptly by qualified parties. Debtor will cause each item of Collateral for which a service contract is generally available to be covered by such a contract which provides coverage typical as to property of the type involved as is issued by a competent servicing entity.
4. **LOSS AND DAMAGE; CASUALTY VALUE.** In the event of loss, theft, destruction or requisition of or damage to an item of Collateral from any cause, Debtor shall give Creditor prompt notice thereof and shall thereafter place the item in good repair, condition and working order; provided, however, that if such item is determined by Creditor to be lost, stolen, destroyed or damaged beyond repair or is requisitioned or suffers a constructive total loss under an insurance policy carried hereunder Debtor shall pay Creditor the "**Casualty Value**" of such item which shall equal all proceeds received by Debtor in respect of such item of Collateral, including, without limitation, all insurance proceeds in respect of such item of Collateral and any and all payments made to Debtor by any requisitioning or seizing authority (in any case not to exceed the Total Advance and all other amounts due and owing under this Finance Agreement).
5. **TAXES.** Debtor shall when due pay and make filings with respect to all taxes, fees, including registrations, fines, penalties and other governmental assessments based on the ownership or use of the Collateral and shall pay as directed by the Creditor or reimburse Creditor for all other governmental assessments (including gross receipts taxed but exclusive of Federal and State taxes based on Creditor's net income) related to amounts due under this Finance Agreement, the Collateral or otherwise related hereto. Filings with respect to such other assessments shall, at Creditor's option, be made by Creditor or by Debtor as directed by Creditor.
6. **INSURANCE.** Debtor shall maintain and provide Creditor evidence satisfactory to Creditor of the maintenance of all risk insurance against loss of or damage to the Collateral for not less than the full replacement value thereof naming Creditor as Loss Payee. Such insurance shall be in a form and with companies approved by Creditor, shall provide at least thirty (30) days advance written notice to Creditor of any material change or cancellation, shall provide full breach of warranty protection, if appropriate, and shall provide that the coverage is "primary". In the event of an assignment of this Finance Agreement of which Debtor receives notice, Debtor shall cause such insurance to provide the same protection to the assignee as its interests may appear. The proceeds of such insurance, at the option of the Creditor, shall be applied towards: (a) the repair or replacement of the appropriate item or items of Collateral; (b) payment of the Casualty Value thereof; or (c) payment of any other accrued obligations of Debtor hereunder. Any excess of such proceeds remaining shall belong to Debtor. Debtor shall provide Creditor with public liability and property damage coverage applicable to the Collateral in such amounts and in such forms as Creditor shall reasonably require.
7. **REMEDIES.** Upon an Event of Default, Creditor shall have the rights, options, duties and remedies of a secured party, and Debtor shall have the rights and duties of a Debtor, under the UCC and any other applicable law and in connection therewith Creditor may: (a) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all items of Collateral without notice or demand to Debtor; (b) take possession of and, if deemed appropriate, render unusable any or all items of Collateral, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (c) require Debtor to assemble any or all items of Collateral at a location in reasonable proximity to their designated location hereunder; (d) upon notice to Debtor required by law, sell or otherwise dispose of any items of Collateral, whether or not in Creditor's possession, in a commercially reasonable manner at public or private sale at any place designated in such notice and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the obligations of Debtor hereunder with Debtor remaining liable for any deficiency and with any excess being returned to Debtor; and/or (e) utilize any other remedy available under the UCC or otherwise to Creditor. All remedies are cumulative. Any sale may be adjourned by announcement at the time and place appointed for such sale without further published notice, and Creditor may if permitted by law bid and become the purchaser at any such sale.
8. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR.** In addition to the representations and warranties made above, Debtor hereby represents and warrants that: (a) Debtor's chief executive office, chief place of business, office where its business records are located, or primary residence, if an individual, is the address described in this Finance Agreement; Debtor shall immediately advise Creditor in writing of any change in or addition to the foregoing addresses; if an individual, Debtor has no residence other than as set forth in this Finance Agreement; (b) Debtor shall not become a party to any restructuring of its form of business or participate in any consolidation, merger, liquidation or dissolution without obtaining Creditor's prior written consent; (c) Debtor shall provide Creditor with thirty (30) or more days' prior written notice of any intended change in the Debtor's name; and (d) no action or proceeding is or shall be pending or threatened against Debtor which might result in any material and adverse change in its business operations or financial condition or materially affect the Collateral. Debtor further warrants that each item of Collateral shall at the time Creditor funds the Total Advance be owned by Debtor free and clear of liens or encumbrances and be in good condition and working order.

DEBTOR'S INITIALS: _____

Schedule 1 to
Finance Agreement and Guaranty (Acquisition Loans)

Agreement No.: _____
Debtor: [_____]

Creditor and Debtor acknowledge and agree to the following loan terms:

- (1) Total Advance: The Debtor acknowledges and agrees that Creditor shall disburse directly to the vendors amounts up to the approved Total Advance for the following permitted items (the "**Permitted Items**"):

<u>Permitted Item*</u>
Required Restaurant Equipment (including smallwares and uniforms)
Grand Opening in a Box Materials
Site Survey
Amounts Required for The New Quiznos (TNQ) Remodel
Authorized Payments to Landlord for Rent Deposits
First Food Order

* All Permitted Items must be approved by Creditor, in Creditor's sole discretion.

The Total Advance shall equal the amount that Debtor distributes in connection with these Permitted Items, provided however, if the cost of these Permitted Items exceeds the approved Total Advance, Debtor will be required to use its own funds, as needed, to pay for the Permitted Items and otherwise comply with its obligations to open the Restaurant pursuant to the terms of the Franchise Agreement. If Debtor defaults on its obligations to open the Restaurant, Debtor shall be responsible for its obligation to pay the Total Advance in accordance with the terms of this Agreement.

- (2) Number of Weekly Payments: 155 plus a balloon payment (156 total)
- (3) Total Weekly Payment: Amount to be determined after disbursement of the Total Advance. Assuming Debtor obtains the full Approved Total Advance, and pays in accordance with the terms hereof, the Total Weekly Payment shall be: [\$ AMOUNT]
- (4) Balloon Payment: Amount to be determined after disbursement of Total Advance. Assuming Debtor obtains the full Approved Total Advance, and pays in accordance with the terms hereof, the Balloon Payment shall be: [\$ AMOUNT]

By signing below, Debtor agrees to pay Creditor a one-time non-refundable processing fee of \$500.00.

DEBTOR'S NAME (Printed): _____

DEBTOR'S SIGNATURE: _____

CREDITOR: Quizmark LLC

BY: _____

Name: _____

Title: _____

DEBTOR'S INITIALS: _____

MOBILE TRAILER PROMISSORY NOTE



Agreement No.: 0000000
FINANCE AGREEMENT AND GUARANTY
(Mobile Trailer Loans)

CREDITOR
Quizmark LLC
1001 17th St Suite 175, Denver, CO 80202
Phone: (720) 359-3300 Fax: (720) 932-0317

DEBTOR
Business Name
Address, City, State Zip Code
Phone: (000) 000-0000 Fax: (000) 000-0000

QUIZNOS MOBILE TRAILER RESTAURANT INFORMATION
Franchise Agreement Number: _____

FINANCE AGREEMENT TERMS AND CONDITIONS

TRANSACTION TERMS
Term: 155 Weeks Plus Balloon Billing Type: Weekly Agreement Start Date: _____ Maturity Date: _____
Total Advance: \$ _____ Total Weekly Payment: \$ _____ Balloon Payment: \$ _____
Processing Fee: \$500.00 (Processing Fee due upon submission of the Loan Processing Form provided with Loan Approval and is non-refundable)

The above-named debtor ("Debtor") hereby agrees to repay Creditor the amount set forth above as the total advance (the "Total Advance") together with interest calculated (using a year of 365/366 days) at a rate, except as provided herein, equal to fifteen percent (15%) per annum (the "Interest Rate") in (i) one hundred fifty-five (155) weekly installments, each such weekly installment to be in the amount indicated above as the "Total Weekly Payment", and (ii) the "Balloon Payment" set forth above on the Maturity Date. The Total Advance shall be deemed to be fully disbursed, with interest rate accruing on the Total Advance, upon the disbursement of the first portion thereof. DEBTOR ACKNOWLEDGES THAT PRIOR TO DISBURSEMENT OF THE TOTAL ADVANCE, THE EFFECTIVE INTEREST RATE ON THE DISBURSED PORTION OF THE TOTAL ADVANCE WILL BE HIGHER THAN THE INTEREST RATE. Notwithstanding the foregoing, all remaining amounts owing in respect of the Total Advance, interest thereon calculated at the Interest Rate (or as otherwise provided herein) and all other fees and expenses payable hereunder shall be due and payable on the earlier to occur of (i) the Maturity Date and (ii) the date on which amounts owing hereunder are accelerated as provided below.

USE OF PROCEEDS. All funds disbursed in respect of the Total Advance shall be used solely to fund Debtor's acquisition (the "Acquisition") of a mobile trailer for the operation of a Quiznos restaurant (the "Mobile Trailer Restaurant").

DISBURSEMENTS. All amounts in respect of the Total Advance shall be disbursed by Creditor or its agents and affiliates directly to the parties set forth on the attached Schedule 1, on or about the dates set forth on such Schedule 1, in the amounts set forth on such Schedule 1, and in accordance with the payment instructions set forth on such Schedule 1; it being acknowledged and agreed that such disbursements to such parties are being made by Creditor at the direction of Debtor to fund the Acquisition. DEBTOR HEREBY ACKNOWLEDGES THAT DEBTOR HAS REVIEWED THE ATTACHED SCHEDULE 1 CAREFULLY, AND THAT THE INFORMATION SET FORTH THEREIN IS ACCURATE AND COMPLETE. DEBTOR HEREBY IRREVOCABLY AUTHORIZES AND DIRECTS CREDITOR TO FUND THE DISBURSEMENTS OF THE TOTAL ADVANCE IN ACCORDANCE THEREWITH.

PAYMENTS. The first Total Weekly Payment shall be due and payable eight weeks after the delivery of the mobile trailer to Debtor. Each subsequent Total Weekly Payment shall be due and payable each subsequent week for 154 weeks, and the Balloon Payment shall be due and payable on the Maturity Date, until the Total Advance, together with all accrued and unpaid interest thereon calculated at the Interest Rate (or as otherwise provided in this Finance Agreement) and all other fees and obligations of Debtor under this Finance Agreement shall have been indefeasibly paid in full. Debtor hereby irrevocably authorizes and directs Creditor and its agents and assigns to direct debit all amounts due under this Finance Agreement (including each Total Weekly Payment, all interest due and owing in respect of the Total Advance (including default interest, if applicable), all fees described herein, and all amounts due on the Maturity Date (or at acceleration as provided below) from the account (the "Account") that Debtor uses for the payment of royalties, marketing and promotion fees, and any other amounts due from Debtor under Debtor's franchise agreement with QFA Royalties LLC ("Quiznos") (such franchise agreement referenced above by number, the "Franchise Agreement"). In furtherance of the foregoing, Debtor hereby acknowledges that Creditor or its affiliate may act as servicing agent in connection with this Finance Agreement.

PREPAYMENTS. Debtor may prepay all amounts due under this Finance Agreement in full or in part at any time. Any and all such prepayments shall be applied by Creditor: (i) first, to any amounts due and owing in respect of this Finance Agreement other than principal and interest; (ii) second, to any Total Weekly Payment which is then overdue; (iii) third, to the Balloon Payment, and (iv) fourth, to the remaining Total Weekly Payments in inverse order.

LATE PAYMENT. If Debtor fails to pay any amount to be paid hereunder when due, Debtor shall pay Creditor: (a) a \$10.00 late fee per missed weekly payment; (b) amounts Creditor pays other parties in connection with the collection of the payment or payments; and (c) interest on such unpaid amount from the due date until paid to the Creditor at eighteen percent (18%) per annum.

FEES. Debtor shall pay (i) upon application for the Total Advance, a one-time non-refundable application fee of \$500.00 and (ii) on the earliest of (A) the date on which the Total Advance shall have been paid in full, (B) the date on which the Total Advance has been accelerated pursuant hereto and (C) the Maturity Date, a one-time non-refundable termination fee of \$65.00.

USURY. In the event that a court of competent jurisdiction determines that Creditor has received interest hereunder in excess of the highest rate permitted by applicable law, the amount of such excess interest shall be applied against the principal amount of the Total Advance then outstanding and to such other fees and expenses as may be due and owing under this Finance Agreement to the extent permitted by applicable law, and any excess interest remaining after such application shall be refunded promptly to Debtor.

UNCONDITIONAL PERSONAL GUARANTY. The guarantor named below ("Guarantor"), if any, hereby provides this unconditional personal guaranty in favor of Creditor as a material inducement for Creditor providing the Total Advance to Debtor. The Guarantor hereby unconditionally and irrevocably guarantees to the Creditor, its successors and assigns, the payment and performance of all existing and future obligations of Debtor to Creditor including, but not limited to, those described in this Finance Agreement and any amendments, modifications, replacements or substitutions thereof. Guarantor agrees that (a) this is a guaranty of payment and not of collection, and that Creditor can proceed directly against Guarantor personally without resorting to any security or seeking to collect from Debtor, (b) Guarantor hereby waives (i) all suretyship defenses and other defenses of any sort including, without limitation, impairment of collateral (if any), failure to properly perfect a security interest in collateral (if any) and (ii) all notices, including those of protest, presentment and demand, and (c) Guarantor shall pay all of Creditor's costs and expenses incurred in connection with the enforcement and collection of Debtor's and/or Guarantor's obligations under this Finance Agreement, including, without limitation, attorney's fees incurred by Creditor. This guaranty survives the bankruptcy of Debtor and

binds Guarantor's administrators, successors and assigns. All obligations under this guaranty continue even if Debtor becomes insolvent or bankrupt or is discharged from bankruptcy and Guarantor agrees not to seek to be repaid by Debtor in that event. Guarantor's obligation is to pay all amounts owed by Debtor to Creditor. If Guarantor resides, or any property securing Guarantor's performance hereunder is located, in a state that requires a spousal signature in order to bind the assets of the marital estate, Guarantor's spouse must sign an acknowledgement consenting to Guarantor's execution of this Finance Agreement and the binding of the assets of the marital estate to Guarantor's performance hereunder.

GRANT OF SECURITY INTEREST. To secure the prompt payment when due of the Total Advance, each Total Weekly Payment, and all other amounts now or hereafter owing by Debtor or Guarantor to Creditor (including, without limitation, interest after the commencement of a bankruptcy or other insolvency proceeding), Debtor hereby grants Creditor a security interest in all of its right, title and interest, in, to and under all assets related to, located at or used in connection with the Mobile Trailer Restaurant (including all equipment, signage, and inventory), together with all similar property now owned or hereafter acquired, additions, substitutions, replacements, proceeds, and products thereof, wherever located, used or useful in connection with the Mobile Trailer Restaurant (collectively the "**Collateral**"). In connection with the lien granted pursuant to this Finance Agreement, Creditor and its agents (including, without limitation, Landmark) are hereby authorized to file UCC-1 financing statements with any filing authority and take such other actions and file or record such other documents or instruments as Creditor or its agent shall deem necessary or advisable in order to perfect or otherwise protect the lien granted hereby, in each case without the signature of Debtor or Guarantor or any notice to Debtor or Guarantor. Debtor and Guarantor agree to take such further actions (at the sole cost and expense of Debtor and Guarantor) as Creditor shall reasonably request in order to perfect and/or protect the security interest of Creditor in the Collateral. All terms used in this paragraph and defined in the Uniform Commercial Code as in effect from time to time in the State of Colorado or such other state as shall be applicable (the "**UCC**") shall have the meaning assigned thereto in the UCC.

REPRESENTATION AND WARRANTIES. Debtor and Guarantor represent and warrant: (a) the financial and other information which Debtor and Guarantor have submitted, or will submit, to Creditor in connection with this Finance Agreement is, or shall be, at time of submission, true and complete; (b) this Finance Agreement has been duly authorized by Debtor and Guarantor, and upon execution by Debtor and Guarantor shall constitute the legal, valid and binding obligation, contract and agreement of Debtor and Guarantor enforceable against Debtor and Guarantor in accordance with its terms, notwithstanding any technical deficiency in attestation on behalf of Debtor and/or Guarantor; (c) Debtor's federal tax identification number or social security number is as set forth below; (d) Guarantor's social security number is as set forth below; (e) Debtor is either a duly organized and validly existing entity under the laws of the state of set forth in Debtor's signature box below and authorized to own property and transact business in each location where its business is conducted or an individual; and (f) Debtor's and Guarantor's execution, delivery and performance of its obligations under this Finance Agreement do not and shall not violate any statute, ordinance, regulation, order, decree, ruling, or agreement binding upon or otherwise applicable to Debtor or Guarantor.

ACKNOWLEDGEMENT AND AFFIRMATIVE COVENANTS. Debtor acknowledges and agrees that (i) any failure to pay any amount when due under this Finance Agreement, or (ii) any cancellation of Creditor's or Quiznos' (or their respective agents' or assigns') right to initiate direct debit ACH payments from the Account, will constitute a breach of each franchise agreement that exists between Debtor and Quiznos (and the Debtor acknowledges that a default under this Finance Agreement may cause a default under any franchise agreement that any legal entity in which Debtor, or one of Debtor's owners with at least a 25% ownership interest in Debtor, is an owner). In addition, during the term of this Finance Agreement, Debtor agrees to (a) use Quiznos' approved credit card payment processor and gift card processor for all credit card and gift card transactions for the Mobile Trailer Restaurant; (b) use Quiznos' approved accounting and bookkeeping services; (c) purchase all food (including produce) used for the Mobile Trailer Restaurant from Quiznos' approved suppliers and not from any other supplier; (d) poll the Mobile Trailer Restaurant's sales in accordance with Quiznos' standards; (e) participate in all required Quiznos operational programs (including, but not limited to, Approved Products Quick Checks and the Market Champion Program); (f) use Quiznos' approved payroll service provider and credit card and gift card processors; (g) provide financial statements (which may include, but not be limited to, balance sheet, income statement and cash flow statement) as Quiznos may require from time to time; and (h) obtain all required insurance from a Quiznos approved insurance provider. At Quiznos' request, Debtor agrees to use accounting and bookkeeping services approved by Quiznos to provide such statements and all further financial statements that may be required. Debtor acknowledges and agrees that the foregoing obligations are also obligations under the Franchise Agreement and that failure to comply with these obligations during or after the term of this Finance Agreement shall be a default under the Franchise Agreement.

MODIFICATION AND WAIVER. The modification or waiver of any of Debtor's or Guarantor's obligations or Creditor's rights under this Finance Agreement must be contained in a writing signed by Creditor. Creditor may perform any of Debtor's obligations or delay or fail to exercise any of its rights under this Finance Agreement without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Debtor's and Guarantor's obligations under this Finance Agreement shall not be affected if Creditor amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to Debtor, Guarantor or a third party or any of its rights against any other debtor, third party or property. Debtor shall pay a fee of \$35.00 for each requested amendment to the terms of this Finance Agreement.

ASSIGNMENT. Without the prior written consent of Creditor, neither Debtor nor Guarantor shall sell, lease or create any lien, other than Creditor's security interest, against any item of Collateral or assign any of Debtor's or Guarantor's obligations under this Finance Agreement. Neither Debtor's nor Guarantor's obligations are assignable by operation of law. Consent of any of the foregoing applies only in the given instance. Creditor may assign, pledge or otherwise transfer any of its rights hereunder without notice to, or consent of, Debtor or Guarantor. If Debtor and/or Guarantor is given notice of any such assignment, Debtor and/or Guarantor, as applicable, shall acknowledge receipt thereof in writing and shall thereafter pay any amounts due hereunder as directed in the notice. The rights of an assignee to amounts due hereunder shall be free of any claim or defense Debtor or Guarantor may have against Creditor, and Debtor and Guarantor agree not to assert against an assignee any claim or defense which Debtor or Guarantor may have against Creditor. Subject to the foregoing, this Finance Agreement inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors and assigns to the parties.

INDEMNITY. Debtor and Guarantor shall pay, indemnify, defend and hold Creditor and each of its officers, directors, employees, counsel, agents and attorneys-in-fact and affiliates (each, an "**Indemnified Person**") harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, charges, expenses, or disbursements (including, without limitation, attorney's fees and court costs incurred by Creditor related to this Finance Agreement) of any kind or nature whatsoever which may at any time (including any time following repayment of the Total Advance) be imposed on, incurred by or asserted against any Indemnified Person in any way relating to or arising out of this Finance Agreement and any other document or instrument contemplated by or referred to herein or therein, or the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including (i) with respect to the exercise by Creditor of any of its rights or remedies under this Finance Agreement, and any investigation, litigation or proceeding (including any bankruptcy, insolvency, reorganization or other similar proceeding or appellate proceeding) related to this Finance Agreement or the Total Advance, or the use of the proceeds thereof (including funding the Total Advance in accordance with Schedule 1). While it is not anticipated that Creditor shall have any liability for torts related to the Collateral, this indemnity covers tort proceedings including any strict liability claim, any claim under another theory related to latent or other defects and any patent, trademark or service mark infringement claim. The obligations in this paragraph shall survive payment of the Total Advance and all other obligations hereunder. All amounts owing under this paragraph shall be paid within thirty (30) days after demand therefor. To the extent that any undertaking in this paragraph may be unenforceable because it is violative of any law or public policy, Debtor will contribute the maximum portion that it is permitted to pay and satisfy under applicable law to the payment and satisfaction of such undertaking.

DEFAULT. Any of the following constitutes an event of default hereunder (each, an "**Event of Default**"): (a) Debtor's or Guarantor's failure to pay any amount hereunder when due; (b) Debtor's or Guarantor's default in performing any other obligation hereunder or under any other agreement now or hereafter entered into between Debtor or Guarantor, on the one hand, and Creditor or any of its affiliates, on the other hand, including, without limitation, the Franchise Agreement; (c) death or judicial declaration of incompetency of Debtor or Guarantor, if an

DEBTOR'S INITIALS: _____

Agreement No.: 0000000

individual; (d) the filing by or against Debtor or Guarantor of a petition under the United States bankruptcy code or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, agreement or extension; (e) the making of an assignment of a substantial portion of its assets by Debtor or Guarantor for the benefit of creditors, appointment of a receiver or trustee for Debtor or Guarantor or for any of Debtor's or Guarantor's assets, institution by or against Debtor or Guarantor of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of Debtor or Guarantor, Debtor's or Guarantor's cessation of active business affairs or the making by Debtor or Guarantor of a transfer of a material portion of Debtor's or Guarantor's assets or inventory not in the ordinary course of business; (f) any misrepresentation of a material fact in connection herewith by or on behalf of Debtor or Guarantor; (g) Debtor's or Guarantor's default under a lease or agreement providing financial accommodation with a third party; or (h) Creditor shall in good faith deem itself insecure as a result of a material adverse change in Debtor's or Guarantor's financial condition or otherwise. Notwithstanding any provision contained herein to the contrary, from and after the occurrence of an Event of Default (as defined below), any payment(s) made by or on behalf of Debtor in respect of the Total Advance or otherwise made pursuant to this Finance Agreement or the Guaranty set forth herein may be applied by Creditor to any and all obligations of Debtor to Creditor as Creditor shall deem appropriate in Creditor's sole and absolute discretion.

LITIGATION EXPENSES. Debtor and Guarantor shall pay Creditor its costs and expenses including attorneys' fees and court costs, incurred by Creditor in enforcing this Finance Agreement. This obligation includes the payment of such amounts whether an action is filed and whether an action which is filed is dismissed.

REMEDIES. Upon the occurrence of an Event of Default, Creditor may, in its sole discretion, declare all or a portion of the outstanding Total Advance immediately due and payable. Creditor shall have the additional remedies set forth in paragraph 7 of page 5 of this Finance Agreement.

MISCELLANEOUS. If any provision of this Finance Agreement violates the law or is unenforceable, the rest of this Finance Agreement shall remain valid. All of the representations, warranties, indemnification and hold harmless and other obligations described in this Finance Agreement shall survive the expiration or cancellation of this Finance Agreement. This Finance Agreement shall be binding upon and inure to the benefit of Debtor, Guarantor and Creditor and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees and devisees. Any notice or other communication to be provided under this Finance Agreement shall be in writing and shall be deemed given when sent via telecopy, overnight, certified, registered or regular mail to the applicable party at the address described in this Finance Agreement or such other address as such party may designate in writing from time to time. This Finance Agreement is effective only upon execution by an authorized officer of Creditor following Debtor's and Guarantor's execution hereof. THIS FINANCE AGREEMENT IS NON-CANCELLABLE BY DEBTOR OR GUARANTOR FOR ANY REASON WHATSOEVER. ALL PAYMENTS HEREUNDER ARE TO BE MADE WITHOUT OFFSET OR COUNTERCLAIM. THIS FINANCE AGREEMENT IS SOLELY A FINANCING AGREEMENT. This Finance Agreement constitutes the entire agreement of the parties hereto as to the subject matter hereof. Any waiver by Creditor must be in writing, and forbearance shall not constitute a waiver. Whenever the context of this Finance Agreement requires, the neuter includes the masculine or feminine and the singular includes the plural. The term "including" is deemed to mean "including, without limitation". If there is more than one Debtor named in this Finance Agreement, the liability of each shall be joint and several. The titles of the paragraphs are solely for the convenience of the parties and are not an aid in interpretation. THIS FINANCE AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAWS PRINCIPLES. DEBTOR AND GUARANTOR SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE CITY AND COUNTY OF DENVER, COLORADO FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS FINANCE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. DEBTOR AND GUARANTOR HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. DEBTOR, GUARANTOR AND CREDITOR EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE NEGOTIATION, EXECUTION OR DELIVERY OF THIS FINANCE AGREEMENT OR ANY RELATED DOCUMENT, THE PAYMENT AND PERFORMANCE OF ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OR THE ENFORCEMENT OF ANY RIGHT OR REMEDY DESCRIBED HEREIN OR THEREIN, OR ANY CLAIM, DEFENSE, SETOFF OR COUNTERCLAIM ARISING OR ASSERTED IN CONNECTION HERewith OR THEREWITH. Any provision declared invalid shall be deemed severable from the remaining provisions which shall remain in full force and effect. Time is of the essence of this Finance Agreement. The obligations of Debtor shall survive the release of Creditor's security interest in the Collateral. The additional terms and provisions set forth on page 5 of this Finance Agreement are a part hereof and are expressly incorporated herein by reference.

DEBTOR		
Full Legal Business Name	D/B/A	Federal Tax ID#/Social Security #
Type of Entity (LLC, Corporation, Individual)	State of Organization/Incorporation	E-Mail Address
Billing Address	City State Zip	Phone
Contact Name (Printed)	Title	Fax
By: Signature of Authorized Signor	Printed Name	Date

CREDITOR	
Quizmark LLC 1001 17 th St Suite 175, Denver, CO 80202	
Signature:	Title:
Printed Name:	Date:

DEBTOR'S INITIALS: _____

GUARANTOR			
Full Legal Name	Social Security #	E-Mail Address	
Billing Address	City	State	Zip
			Phone / Cell
By: Signature _____, Individually		Printed Name	Date of Signature
<p>The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.</p>			
Signature: _____, individually		Date of Signature: _____	
Printed Name: _____			

ADDITIONAL GUARANTOR			
Full Legal Name	Social Security #	E-Mail Address	
Billing Address	City	State	Zip
			Phone / Cell
By: Signature _____, Individually		Printed Name	Date of Signature
<p>The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.</p>			
Signature: _____, individually		Date of Signature: _____	
Printed Name: _____			

ADDITIONAL GUARANTOR			
Full Legal Name	Social Security #	E-Mail Address	
Billing Address	City	State	Zip
			Phone / Cell
By: Signature _____, Individually		Printed Name	Date of Signature
<p>The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.</p>			
Signature: _____, individually		Date of Signature: _____	
Printed Name: _____			

DEBTOR'S INITIALS: _____

ADDITIONAL GUARANTOR			
Full Legal Name _____	Social Security # _____	E-Mail Address _____	
Billing Address _____	City _____	State _____	Zip _____
By: Signature _____, Individually		Printed Name _____	Date of Signature _____
<p>The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.</p> <p>Signature: _____, individually Date of Signature: _____</p> <p>Printed Name: _____</p>			

ADDITIONAL GUARANTOR			
Full Legal Name _____	Social Security # _____	E-Mail Address _____	
Billing Address _____	City _____	State _____	Zip _____
By: Signature _____, Individually		Printed Name _____	Date of Signature _____
<p>The undersigned, as the spouse of the Guarantor indicated above, acknowledges and consents to the guaranty given herein by his/her spouse. Such consent also serves to bind the assets of the marital estate to Guarantor's performance of this Guaranty.</p> <p>Signature: _____, individually Date of Signature: _____</p> <p>Printed Name: _____</p>			

DEBTOR'S INITIALS: _____

ADDITIONAL TERMS OF FINANCE AGREEMENT AND GUARANTY

1. **INSPECTION; USE OF COLLATERAL.** Creditor may inspect the Collateral during normal business hours and enter the premises where the Collateral may be located for such purposes. Each item of Collateral shall be used solely for commercial or business purposes and operated in a careful and proper manner and in compliance with all applicable government requirements, all requirements of insurance policies carried hereunder and all manufacturer's instructions and warranty requirements.
2. **ALTERATIONS; SECURITY INTEREST COVERAGE.** Without Creditor's prior written consent, Debtor shall not make any alterations, additions or improvements to an item of Collateral which detracts from its economic value or functional utility. All additions and improvements made to an item of Collateral shall be deemed accessions thereto, and shall not be removed if removal would impair the item's economic value or functional utility. Creditor's security interest shall cover all modifications, accessions, additions to and replacements and substitutions for the Collateral. Debtor will not make any replacements or substitutions without Creditor's prior written consent.
3. **MAINTENANCE.** Debtor shall maintain the Collateral in good repair, condition and working order. Debtor shall cause all repairs required to maintain the Collateral in such condition to be made promptly by qualified parties. Debtor will cause each item of Collateral for which a service contract is generally available to be covered by such a contract which provides coverage typical as to property of the type involved as is issued by a competent servicing entity.
4. **LOSS AND DAMAGE; CASUALTY VALUE.** In the event of loss, theft, destruction or requisition of or damage to an item of Collateral from any cause, Debtor shall give Creditor prompt notice thereof and shall thereafter place the item in good repair, condition and working order; provided, however, that if such item is determined by Creditor to be lost, stolen, destroyed or damaged beyond repair or is requisitioned or suffers a constructive total loss under an insurance policy carried hereunder Debtor shall pay Creditor the "**Casualty Value**" of such item which shall equal all proceeds received by Debtor in respect of such item of Collateral, including, without limitation, all insurance proceeds in respect of such item of Collateral and any and all payments made to Debtor by any requisitioning or seizing authority (in any case not to exceed the Total Advance and all other amounts due and owing under this Finance Agreement).
5. **TAXES.** Debtor shall when due pay and make filings with respect to all taxes, fees, including registrations, fines, penalties and other governmental assessments based on the ownership or use of the Collateral and shall pay as directed by the Creditor or reimburse Creditor for all other governmental assessments (including gross receipts taxed but exclusive of Federal and State taxes based on Creditor's net income) related to amounts due under this Finance Agreement, the Collateral or otherwise related hereto. Filings with respect to such other assessments shall, at Creditor's option, be made by Creditor or by Debtor as directed by Creditor.
6. **INSURANCE.** Debtor shall maintain and provide Creditor evidence satisfactory to Creditor of the maintenance of all risk insurance against loss of or damage to the Collateral for not less than the full replacement value thereof naming Creditor as Loss Payee. Such insurance shall be in a form and with companies approved by Creditor, shall provide at least thirty (30) days advance written notice to Creditor of any material change or cancellation, shall provide full breach of warranty protection, if appropriate, and shall provide that the coverage is "primary". In the event of an assignment of this Finance Agreement of which Debtor receives notice, Debtor shall cause such insurance to provide the same protection to the assignee as its interests may appear. The proceeds of such insurance, at the option of the Creditor, shall be applied towards: (a) the repair or replacement of the appropriate item or items of Collateral; (b) payment of the Casualty Value thereof; or (c) payment of any other accrued obligations of Debtor hereunder. Any excess of such proceeds remaining shall belong to Debtor. Debtor shall provide Creditor with public liability and property damage coverage applicable to the Collateral in such amounts and in such forms as Creditor shall reasonably require.
7. **REMEDIES.** Upon an Event of Default, Creditor shall have the rights, options, duties and remedies of a secured party, and Debtor shall have the rights and duties of a Debtor, under the UCC and any other applicable law and in connection therewith Creditor may: (a) declare the Casualty Value or such lesser amount as may be set by law immediately due and payable with respect to any or all items of Collateral without notice or demand to Debtor; (b) take possession of and, if deemed appropriate, render unusable any or all items of Collateral, without demand or notice, wherever located, without any process of law and without liability for any damages occasioned by such taking of possession including damages to contents; (c) require Debtor to assemble any or all items of Collateral at a location in reasonable proximity to their designated location hereunder; (d) upon notice to Debtor required by law, sell or otherwise dispose of any items of Collateral, whether or not in Creditor's possession, in a commercially reasonable manner at public or private sale at any place designated in such notice and apply the net proceeds of such sale after deducting all costs of such sale, including, but not limited to, costs of transportation, repossession, storage, refurbishing, advertising and broker's fees, to the obligations of Debtor hereunder with Debtor remaining liable for any deficiency and with any excess being returned to Debtor; and/or (e) utilize any other remedy available under the UCC or otherwise to Creditor. All remedies are cumulative. Any sale may be adjourned by announcement at the time and place appointed for such sale without further published notice, and Creditor may if permitted by law bid and become the purchaser at any such sale.
8. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEBTOR.** In addition to the representations and warranties made above, Debtor hereby represents and warrants that: (a) Debtor's chief executive office, chief place of business, office where its business records are located, or primary residence, if an individual, is the address described in this Finance Agreement; Debtor shall immediately advise Creditor in writing of any change in or addition to the foregoing addresses; if an individual, Debtor has no residence other than as set forth in this Finance Agreement; (b) Debtor shall not become a party to any restructuring of its form of business or participate in any consolidation, merger, liquidation or dissolution without obtaining Creditor's prior written consent; (c) Debtor shall provide Creditor with thirty (30) or more days' prior written notice of any intended change in the Debtor's name; and (d) no action or proceeding is or shall be pending or threatened against Debtor which might result in any material and adverse change in its business operations or financial condition or materially affect the Collateral. Debtor further warrants that each item of Collateral shall at the time Creditor funds the Total Advance be owned by Debtor free and clear of liens or encumbrances and be in good condition and working order.

DEBTOR'S INITIALS: _____

DEBTOR ACKNOWLEDGES AND AGREES THAT CREDITOR SHALL MAKE ALL DISBURSEMENTS OF THE TOTAL ADVANCE IN ACCORDANCE WITH THIS SCHEDULE 1.

<u>Date of Disbursement</u>	<u>Amount of Disbursement</u>	<u>Name of Payee</u>	<u>Payment Instructions</u>

DEBTOR'S NAME (Printed): _____

DEBTOR'S SIGNATURE: _____

EXHIBIT W
(TO DISCLOSURE DOCUMENT)

RECEIPTS

**RECEIPT
(OUR COPY)**

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If QFA Royalties LLC offers you a franchise, QFA Royalties LLC must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, QFA Royalties LLC or an affiliate in connection with the proposed franchise sale. Under Iowa law, we must give you this Disclosure Document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale. Under California, Michigan, Rhode Island and Washington law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. Under Oklahoma law, we must provide this Disclosure Document at the earlier of the 1st personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

If QFA Royalties LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The franchisor is QFA Royalties LLC, 1001 17th Street, Suite 300, Denver, Colorado 80202. Tel: (720) 359-3300. The franchise seller for this offering is:

Name of Franchise Seller: _____ Name of Franchise Seller: _____ Name of Franchise Seller: _____

Principal Business Address: _____ Principal Business Address: _____ Principal Business Address: _____

Telephone Number: _____ Telephone Number: _____ Telephone Number: _____

Issuance Date: March 28, 2011. (The effective dates in the franchise registration states are noted on the 4th page of this disclosure document.)

See Exhibit A for QFA Royalties LLC's registered agents authorized to receive service of process.

I have received a disclosure document issued on March 28, 2011 that included the following Exhibits:

- | | | | | | |
|-------|---|-------|--|-------|--|
| Ex. A | List of State Agencies/Agents for Service of Process | Ex. H | Representations and Acknowledgment Statement | Ex. O | Addendum to Franchise Agreement Non-Traditional Cooler |
| Ex. B | Franchise Agreement | Ex. I | State Addenda and Agreement Riders | Ex. P | Site Specific Addendum |
| Ex. C | List of Franchisees | Ex. J | Addendum to Franchise Agreement For Non-Traditional Restaurant | Ex. Q | Addendum to Franchise Agreement Small Market Development |
| Ex. D | List of Area Directors/Small Market Area Directors | Ex. K | Consent to Transfer | Ex. R | Reopen Addenda |
| Ex. E | Franchisees and Area Directors Who Have Left the System or Not Communicated | Ex. L | Renewal Addendum | Ex. S | Sublease |
| Ex. F | Financial Statements | Ex. M | Equipment Lease Agreement | Ex. T | Convenience Restaurant Addendum |
| Ex. G | Table of Contents of Operations Manual | Ex. N | Addendum to Franchise Agreement Non-Traditional Kiosk | Ex. U | Mobile Trailer Addendum |
| | | | | Ex. V | Promissory Notes |
| | | | | Ex. W | Receipts |

PROSPECTIVE FRANCHISEE:

If a business entity:

Name of Business Entity

By: _____

Print Name: _____

Title: _____

Dated: _____

If an individual:

(Print Name): _____

Dated: _____

Please sign this copy of the receipt, print the date on which you received this disclosure document, and return it, by mail or facsimile, to Deborah Sargent, QFA Royalties LLC, 1001 17th Street, Suite S175, Denver, Colorado 80202. Phone: (720) 931-2215, Facsimile: (866) 604-9583.

**RECEIPT
(YOUR COPY)**

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| | | Ex. V Promissory Notes |
| | | Ex. W Receipts |

PROSPECTIVE FRANCHISEE:

If a business entity:

Name of Business Entity

By: _____

Print Name: _____

Title: _____

If an individual:

(Print Name): _____

Dated: _____

Dated: _____

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS DISCLOSURE DOCUMENT AND KEEP IT FOR YOUR RECORDS.

Q-FDD 3.28.2011