

LEASE BETWEEN

HORNER FAMILY LIMITED PARTNERSHIP

AS LANDLORD,

AND

SUBWAY REAL ESTATE CORP.,

AS TENANT

LOCATION: 104 Interstate Avenue, Chehalis, WA 98532

DATED:

9/11/03

LEASE

This lease (hereinafter "Lease") made and entered into this 11 day of September 2003, by and between , Horner Family Limited Partnership hereinafter referred to as "Landlord," and SUBWAY REAL ESTATE CORP., a corporation, organized under the laws of Delaware and having its usual place of business at 325 Bic Drive, Milford, Connecticut 06460-3059, hereinafter referred to as "Tenant." In consideration of the mutual covenants herein contained, the parties agree as follows:

Definitions

The following terms when used hereinafter shall be defined as follows:

Building

"Building" means the structure or portions of a structure constructed or to be constructed by Landlord.

Premises

"Premises" means a portion of Landlord's Building or Center leased to Tenant.

SECTION ONE DESCRIPTION OF PREMISES


Landlord leases to Tenant and Tenant leases from Landlord the Premises located at 104 Interstate Avenue, Chehalis, WA 98532 which contains approximately 1320 square feet.

SECTION TWO TERM

The term of this Lease is ~~ten (10) years~~ beginning upon Tenant's acceptance of the Premises by executing Exhibit B herein. nine years, six months, nine days.

Landlord agrees to execute Exhibit B within ten (10) days after its receipt of written notice from Tenant. Landlord's failure to respond/execute Exhibit B within the ten (10) days shall be construed as Landlord's acceptance of the same. Tenant and any other person or entity may rely on the information contained therein.

The parties herein agree that, subject to the execution of this Lease, Tenant shall be entitled to the use and possession of the Premises for the purposes of renovation and remodeling.



SECTION THREE QUIET ENJOYMENT

Landlord covenants, warrants and represents that upon commencement of the Lease term, Landlord has full right and power to execute and perform this Lease, and to grant the estate demised herein; and that Tenant, upon the payment of the rent herein reserved and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Premises and all rights, easements, covenants, and privileges belonging or in any way appertaining thereto, during the term of this Lease.

Should Landlord fail to uphold the aforementioned covenants, Landlord and Tenant agree that Tenant's damages will be significant and difficult to fully ascertain, and therefore it is agreed that Tenant's damages shall be assessed in the amount of twenty-five thousand dollars (\$25,000) or one year of rental due pursuant to this Lease, whichever is greater. This payment is not to be construed as a penalty. For the purpose of this section, any limitation of the personal liability of the Landlord shall be null and void, and the person executing this Lease on behalf of the Landlord shall be liable for the aforementioned damages both in his/her capacity and personally. This clause shall survive the termination of this Lease.

In the event Landlord transfers its interest in the Building, it is understood that the transferee shall assume the responsibilities of "Landlord" for the remainder of the term of this Lease. Further, Landlord shall not be relieved of any liability whatsoever, until such time Landlord confirms in writing that its responsibilities have been assumed by the transferee.

SECTION FOUR RENT

The base rent for the Premises shall be \$32,400.00 per year. For the term of this lease Tenant shall pay said base rent at the rate of \$2,700.00 per month in advance on the first day of each month.

(NOTE: Lease amount will be adjusted to reflect actual costs of construction and store equipment as paid by Landlord. The above amount is based on preliminary estimates of construction expense being \$240,000. Expenses above or below said \$240,000 estimate shall increase or decrease the annual lease amount by nine percent (9%) of the added or deducted expenses. In no event shall construction and equipment expenses exceed \$255,000.)

This Lease and all of its corresponding rights and obligations other than the payment of base rent or any additional rent provided for herein shall commence upon

Acceptance of the Premises by Tenant as indicated by the execution of the Memorandum of Lease described in Section 2.



The base rent and any additional rent shall commence upon Tenant opening for business.

SECTION FIVE USE OF PREMISES

Tenant's use shall be defined as a restaurant for on and off premises consumption. Landlord acknowledges that Tenant's menu consists primarily of sandwiches, salads and related items and that from time to time Tenant may add test items to its menu. Landlord further agrees that Tenant may add, delete and/or change its menu without the prior consent of the Landlord provided that Tenant complies with all local codes and ordinances, and that the Landlord has no preexisting agreements prohibiting such menu additions. Tenant may sell fruit smoothies and/or yogurt. In no event shall Tenant's menu be construed as limited to sandwiches and salads. Tenant may remain open seven (7) days per week twenty-four (24) hours per day.

SECTION SIX UTILITIES

Tenant shall pay for all utilities furnished to the Premises during the term of this Lease, including water, electricity, gas, and telephone service, excluding any and all tap or hook up fees.

SECTION SEVEN REPAIRS AND MAINTENANCE

Tenant shall, at his expense, maintain the exterior of the Building, including the roof, walls, foundations, walks, driveways, parking areas, and the structural portion of the Premises in good condition and repair. Such maintenance shall include, but not be limited to the removal of snow and/or ice.. Tenant shall, at its expense, maintain in good condition, the doors and interior of the Premises, including electrical wiring and fixtures, plumbing, heating, and air conditioning equipment presently in place or added by Tenant or Landlord except when such damage is caused by Landlord, its agents or employees.

If Landlord shall fail, refuse or neglect to comply with Landlord's obligations in accordance with the terms of this Lease, or if Tenant is required to make any repairs by reason of any act, omission or negligence of Landlord or its employees or agents, Tenant shall have the right, at its option, to make such repairs on the behalf of and for the account of Landlord and deduct the cost and expense thereof from the next installment(s) of rent due. Alternatively, if a default by Landlord continues for a period of thirty (30) days after Landlord's receipt of a written notice specifying the default, Tenant, at Tenant's option, may declare this Lease terminated and void; Tenant shall vacate the Premises paying rent only to the date of said vacating.

SECTION EIGHT HAZARDOUS SUBSTANCES



Landlord warrants and represents that, to the best of its knowledge, any use, storage, treatment or transportation of Hazardous Substances which has occurred in, on, or under the Premises and the Building prior to the date of execution of this Lease has been in compliance with all applicable environmental laws. "Hazardous Substances" shall mean pollutants, contaminants, toxic or hazardous waste, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any environmental law. "Environmental Law" shall mean any applicable present and future federal, state or local law, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment, and any regulation or policy promulgated or issued thereunder. Landlord additionally warrants and represents that, to the best of its knowledge, no release, leak, discharge, spill, disposal or emission of Hazardous Substances has occurred in, on or under the Premises or the Building, and that the Premises and the Building are free of Hazardous Substances as of the date of the execution of this Lease, except for Hazardous Substances contained in products used by Landlord or Tenants in de minimis quantities for ordinary cleaning and office purposes properly stored in a manner and location meeting all Environmental Laws.

This lease shall be contingent upon the verbage in the ground lease under Section 24.13 and attached hereto as an exhibit.

SECTION NINE GLASS

Tenant covenants and agrees to replace plate glass broken on the Premises during the term of this Lease, except if such damage is caused by the negligence of the Landlord, its agents, or employees.

SECTION TEN SURRENDER OF PREMISES

Tenant shall be permitted, within ten (10) days after the expiration or sooner termination of this Lease, to remove any trade fixtures, machinery and/or equipment by it, provided, however, that it repairs any damage to the Premises caused by such removal or pays for any damages caused by such removal. Any such trade fixture, machinery and/or equipment removed within ten (10) days shall be deemed abandoned and shall, thereupon, become the property of Landlord without compensation to Tenant. If Tenant has made improvements to the Premises which, if removed, would cause significant damage to the Premises, then Tenant may, at its option, choose to leave these improvements in place without incurring any liability for their removal by Landlord or a third party.

Tenant's trade fixtures and all of Tenant's equipment shall not be considered fixtures, and shall remain the property of Tenant. As such, they may be removed by Tenant at any time, subject to the foregoing paragraph.



Tenant shall surrender the Premises at the end of the Lease term, or any extension thereof, in the same condition as when it took possession. Tenant shall not be responsible for any repairs or alterations beyond those required to restore the Premises to a condition substantially similar to the condition of the Premises at the commencement of this Lease, reasonable wear and tear excepted.

SECTION ELEVEN DAMAGE OR DESTRUCTION OF PREMISES

If the Premises are damaged or partially destroyed by fire, casualty or other cause during the term of this Lease or any extension thereof, Tenant shall promptly repair and restore them to the condition which they were in upon the commencement of the term of this Lease. The Premises shall be repaired within ninety (90) days of the date of the damage or destruction, should ninety (90) days not be attainable, then within a reasonable time period in which to continue business. Rent on the ground lease shall continue unabated, but rent on the building shall be abated to the extent Tenant is unable to operate its business.

SECTION TWELVE NON-LIABILITY OF LANDLORD FOR DAMAGES

Landlord shall not be responsible for liability or damage claims for injury to persons or property for claims of any type that it may incur in connection with the operation of Tenant's business unless caused by the negligence of Landlord or its agents, servants, or employees. Except when caused by the negligence of the Landlord, his agents, servants, or employees, Tenant shall indemnify Landlord from all liability, loss or other damage claims for obligations resulting from any injuries or losses of this nature, including reasonable attorneys' fees and court costs incurred by Landlord in defending any such claims.

SECTION THIRTEEN FIRE INSURANCE

Tenant is responsible for its own insurance to cover its own contents located in the Premises, and all of the personal property and equipment included in the Premises. Landlord shall not be liable for any damage to the property or person of any of the Tenant's officers, employees, agents, invitees or guests from perils customarily covered by fire and extended coverage insurance, liability insurance or acts of God. It is agreed that Tenant shall be responsible for fire and extended coverage for the Premises and Building by a responsible insurance company authorized to do extended coverage insurance in the state in which the Building is located. Tenant shall maintain fire insurance and extended coverage on the interior of the Premises in an amount which is adequate to cover the cost of equipment and trade fixtures.



SECTION FOURTEEN LIABILITY INSURANCE

Tenant shall procure and maintain in full force, at its expense, during the term of this Lease, and any extension thereof, public liability insurance which shall be adequate to protect against liability for damage claims through public use of or arising out of any accident occurring in or around the Premises, in a minimum amount of four million dollars (\$4,000,000.00) aggregate/\$2,000,000 per person per year. Landlord shall be an additional named insured in such policy; Landlord shall procure from sublessee a Certificate of Insurance with reference to the same.

Sublessee is the entity that has executed a sublease with the Tenant. Subtenant has agreed in said sublease to perform all of the obligations of the Master Lease including but not limited to supplying the Master Landlord with a Certificate of Insurance.

SECTION FIFTEEN ASSIGNMENT, SUBLEASE, OR LICENSE

Tenant shall not assign this Lease or sublease the Premises, or any right or privilege connected therewith, or allow any other person, except agents, employees, and customers of the Tenant, to occupy the Premises or any part thereof, without first obtaining the written consent of Landlord. A consent by Landlord shall not be a consent for a subsequent assignment, sublease or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Tenant, shall be void and this Lease shall terminate at the option of the Landlord. The interest of Tenant in this Lease is not assignable by operation of law, without the written consent of Landlord.

Notwithstanding the above paragraph, Tenant may assign this Lease or sublet the Premises to any bona-fide licensee/franchisee of Doctor's Associates Inc., doing business as a SUBWAY® sandwich shop without the prior consent of or written notice to the Landlord. Landlord agrees to accept rent from Tenant, its assignee, or sublessee.

SECTION SIXTEEN IMPROVEMENTS OR ADDITIONS BY TENANT

Improvements and additions to the premises shall be governed by Section 7 of the attached ground lease.

SECTION SEVENTEEN RESTRICTIONS AGAINST MECHANIC'S LIENS



Tenant shall pay and settle all expenses and liabilities arising out of or in any way connected with any and all construction, repairs, alterations, or maintenance of the Premises, and all liens of mechanic's and materialmen, and all liens of a similar character, arising out of or growing out of the construction, repair, alteration, or maintenance of the Premises, provided said work was performed by Tenant.

SECTION EIGHTEEN SIGNS

Landlord hereby gives its consent to Tenant to construct the Premises in accordance with standard SUBWAY® decor and to erect standard SUBWAY® signs/awnings on the building. The phrase "standard SUBWAY® signs" shall be deemed to include pole signs and awnings. Tenant's signs shall measure at least 36" high and extend the length of the fascia. Additionally, Tenant may use standard SUBWAY® neon tubing and window advertising including but not limited to neon "open" signs and static cling(s).

Landlord further acknowledges and agrees that this consent is absolute and Tenant shall not be required to submit any of the aforementioned items for approval. However, Tenant agrees that signs placed on the Premises shall conform to local codes and ordinances.

SECTION NINETEEN PARKING

. Furthermore, Tenant will assure the parking areas are free of potholes, snow and ice, adequately striped and in good condition. The parking areas will be fully lighted, at Tenant's expense, until at least one hour after Tenant's closing.

SECTION TWENTY CONDEMNATION

INTENTIONALLY DELETED

SECTION TWENTY-ONE HOLDING OVER

The failure of Tenant to surrender the Premises upon the termination of the original lease term or extension, and subsequent holding over by Tenant, without consent of the Landlord shall result in the creation of a tenancy for month-to-month at a monthly rental of one hundred twenty-five (125%) of the base rent, payable on the first day of each month during the month-to-month



tenancy. This provision does not give Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force during any month-to-month tenancy hereunder.

SECTION TWENTY-TWO NOTICES

Landlord and Tenant acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since Tenant may sublet the Premises to a licensee/franchisee of Doctor's Associates Inc. and the licensee/franchisee may pay rent directly to Landlord, Tenant does not receive rental income and will not know if rent has not been paid. Since the parties recognize that time is of the essence in this matter, Landlord agrees to give written notice to Tenant within ten (10) days of any default committed under this Lease by a sublessee or assignee of Tenant. Failure of Landlord to give such notice will constitute a waiver of monetary and non-monetary claims against Tenant. Any notice which is to be given to Tenant shall be deemed sufficiently given if sent by Certified or Registered Mail, postage prepaid, addressed as follows:

- Tenant:
- (1) Subway Real Estate Corp.
325 Bic Drive, Milford, CT 06460-3059,
 - (2) With a necessary copy to:

Subway Development of SW WA, Inc.
6521 43rd Avenue Court NW, Suite A
Gig Harbor, WA 98335
 - (3) Subway Real Estate Corp. at the demised premises.

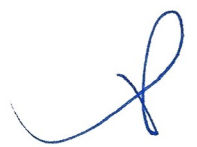
Landlord's address for notice is: Horner Family Partnership, 220 E. Roanoke, Centralia, WA 98531

Landlord's Tax I.D. Number (If Corporation) or Social Security Number (If Individual) is: 91-0440744.

The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date received. Landlord agrees to accept rent at the above-referenced address.

Any change in the entity to whom rent is due must be authorized in writing by the named landlord, its mortgagor, or by court order. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent as specified herein.

SECTION TWENTY-THREE FORFEITURE



In consideration for having a SUBWAY® sandwich shop in this location, Landlord has had the opportunity to review and has agreed to the following provisions:

In the event Tenant's failure to perform any of the terms or conditions of this Lease continues for thirty (30) days after Tenant's receipt of written notice thereof, Landlord shall declare the rights of Tenant under this Lease terminated, and thereafter, recover possession of said Premises through legal process. Landlord acknowledges an affirmative duty to mitigate Tenant's damages and shall in no event seek to accelerate rent.

In the event of termination and re-entry by Landlord in accordance with the foregoing, Tenant shall be obligated to Landlord for any loss of rent and Tenant covenants and agrees to pay all court costs, reasonable attorneys' fees and other expenses which may reasonably be incurred by Landlord, in any court proceedings, either in law or in equity, arising out of said default or breach of covenant by Tenant.

For good and valuable consideration, Landlord agrees to the following provision: Notwithstanding any provision in this Lease to the contrary, Landlord and Tenant agree that Tenant's liability upon default shall not exceed three (3) months base rent or base rent for the remainder of the term, whichever is less..

SECTION TWENTY-FOUR TENANT'S REMEDIES ON DEFAULT

In the event of any default by Landlord in the performance of any promise or obligation to be kept or performed hereunder and the continuance of such default for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the default, Tenant, at its election, can declare this Lease terminated and void and vacate the Premises within an additional period of thirty (30) days, paying rent only to the date of said vacating.

SECTION TWENTY-FIVE LICENSES/ALTERATIONS

INTENTIONALLY DELETED

SECTION TWENTY-SIX TAXES AND ASSESSMENTS

Tenant agrees to pay all general real estate taxes and special assessments assessed to the Premises and the Building, during the term of this Lease, or any lease extension. Such taxes shall be paid before they are delinquent and become charged against the Premises therein.



SECTION TWENTY-SEVEN LANDLORD TO HAVE ACCESS

Landlord hereby expressly reserves the right to enter the Premises and/or any part thereof, at any time, in the event of emergency. Furthermore, Landlord may enter the Premises after five (5) days written notice to make inspection and repairs, to exhibit the Premises to, purchasers, or prospective tenants (starting thirty (30) days before the expiration of the current term or extension period) and to perform any acts related to safety, protection, preservation, or improvement of the Premises.

Tenant shall have the right to peacefully hold and enjoy the Premises without unreasonable hindrance or interruption by Landlord or any persons claiming by, through, or under it until the end of such term or any extension of renewal thereof.

SECTION TWENTY-EIGHT RENEWAL TERMS

Tenant has the option of extending this Lease for six (6) consecutive period(s) of five (5) years. Tenant shall provide Landlord with written notice of its intention to renew this Lease at least ninety (90) days prior to the expiration of the then current term.


In the event Landlord does not receive Tenant's notice as stated above, Tenant shall not lose its option to renew unless and until the Tenant shall fail to give notice to Landlord within ten (10) days after receipt of written notice from Landlord citing Tenant's failure to exercise its option to renew.

For the purpose of this section only, notification via (facsimile) fax will be deemed sufficient, provided a copy of such notice is also sent via regular mail.

In order to clarify the parties' notice responsibilities for renewals, and for no other purpose, Landlord and Tenant agree that this Lease shall commence on September 15, 2003 and the initial term shall expire on June 6, 2013 for a period of Nine (9) years, six (6) months, and nine (9) days. Any and all renewal terms shall be determined from these stipulated dates unless altered by Landlord and Tenant either by amendment or memorandum of lease.

The terms and conditions for each renewal period shall be the same as those contained herein except for rent.

At the end of every five (5) year period (except for the fifth five year extension term) the monthly rent shall increase in an amount equal to the cumulative Consumer Price Index as reported in the Wall Street Journal or similar publication for the Seattle area for the previous five years. The maximum increase shall be fifteen percent (15%) and the minimum increase shall be five percent (5%) over the prior monthly rental amount. Ex: On each five year anniversary date, the monthly



rental should increase by the cumulative CPI figures for each year since the last increase. If the CPI increases by 2.5% each year for the five prior years, the monthly rent amount would increase by 13.14% for that five year period. The thirtieth year, shall be adjusted to reflect Fair Market Value. Lessee shall include with the notice of intention to extend the term of this lease a statement of the Lessee's opinion as to said rental value of the leased premises (hereinafter "Lessee's Value"). Within thirty (30) days of receipt of said notice, Lessor shall by notice to Lessee either accept the Lessee's Value, or state Lessor's opinion of said rental value. In the event Lessor and Lessee do not agree upon said rental value within fifteen (15) days of the notice, Lessor and Lessee shall mutually agree on an appraiser to determine Fair Market Value, with the cost of said appraiser being shared equally by both parties.

**SECTION TWENTY-NINE
LIMITATION OF LIABILITY OF PERSONS
AND ENTITIES AFFILIATED WITH TENANT**

LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT TENANT IS A DELAWARE CORPORATION AND THAT TENANT'S ASSETS CONSIST ALMOST EXCLUSIVELY OF LEASES, SUBLEASES, AND OPTIONS TO PURCHASE LEASED PREMISES. LANDLORD ALSO RECOGNIZES AND ACKNOWLEDGES THAT TENANT WAS ORGANIZED PRINCIPALLY FOR THE PURPOSE OF NEGOTIATING AND DRAFTING LEASES WITH A VIEW TOWARDS SUBLETTING THE LEASED PREMISES TO FRANCHISEES/LICENSEES OF DOCTOR'S ASSOCIATES INC. ("DAI"). LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN ADVISED THAT DAI IS A FLORIDA CORPORATION THAT OWNS ALL RIGHTS TO AWARD FRANCHISES FOR SUBWAY® SANDWICH SHOPS AND THAT LANDLORD HAS ALSO BEEN ADVISED THAT TENANT HAS NO RIGHTS WHATSOEVER TO AWARD FRANCHISES FOR SUBWAY® SANDWICH SHOPS OR COLLECT ANY FRANCHISE-RELATED ROYALTIES FROM ANY PROSPECTIVE SUBLESSEE OF THE PREMISES. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN OPPORTUNITY, WHETHER BY ITSELF OR WITH THE ASSISTANCE OF ITS PROFESSIONAL ADVISORS, TO MAKE INQUIRY OF TENANT'S FINANCIAL STATUS AND TO EVALUATE SAID STATUS TO ITS SATISFACTION. LANDLORD HAS EITHER MADE SUCH INQUIRY AND IS SATISFIED WITH THE RESPONSE TO SUCH INQUIRY OR HAS AFFIRMATIVELY AND VOLUNTARILY DETERMINED NOT TO DO SO. LANDLORD FURTHER RECOGNIZES AND ACKNOWLEDGES THAT NO PERSON OR ENTITY OTHER THAN TENANT HAS MADE ANY REPRESENTATIONS OF ANY KIND WITH REGARD TO THE ABILITY OF TENANT TO PERFORM TENANT'S OBLIGATIONS HEREUNDER. LANDLORD ALSO RECOGNIZES AND ACKNOWLEDGES THAT TENANT INTENDS TO SUBLEASE THE PREMISES TO A PERSON(S) WHO HAS OR WILL BE AWARDED A FRANCHISE/LICENSE FOR A SUBWAY® SANDWICH SHOP FROM DAI, UNDER WHICH SUBLEASE THE SUBLESSEE WILL PAY RENT DIRECTLY TO LANDLORD SO THAT THE RENTAL PAYMENT FROM SUCH SUBLESSEE WILL NORMALLY NOT BE RECEIVED OR HELD BY TENANT. ALTHOUGH THE SUBLESSEE MAY OPEN A BUSINESS OPERATION DOING BUSINESS AS A SUBWAY® SANDWICH SHOP AND MAY HAVE FRANCHISE AND OTHER BUSINESS RELATIONSHIPS WITH CORPORATIONS RELATED TO OR ASSOCIATED BY THE GENERAL PUBLIC WITH "SUBWAY," AS IT IS COMMONLY KNOWN, LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT THE SOLE AND EXCLUSIVE PERSON OR ENTITY AGAINST WHICH IT MAY SEEK DAMAGES OR ANY REMEDIES UNDER THIS OR ANY OTHER DOCUMENT IN WHICH THE LANDLORD AND TENANT OR LANDLORD AND SUBLESSEE ARE PARTIES, WHETHER FOR UNPAID RENT AND ASSOCIATED DAMAGES, CLAIMS OF UNJUST ENRICHMENT, CLAIMS OF UNFAIR TRADE PRACTICES, OR ANY OTHER THEORY OF RECOVERY



OF ANY KIND OR NATURE, IS TENANT OR SUBLESSEE. FURTHER, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THERE WILL NOT BE ANY LIABILITY WHATSOEVER AGAINST (A) DAI, ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND/OR AGENTS, AND/OR (B) ANY PERSONS AND ENTITIES WHO ARE THE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AND/OR AGENTS OF THE TENANT. SUCH EXCULPATION OF LIABILITY SHALL BE ABSOLUTE AND WITHOUT ANY EXCEPTION WHATSOEVER.

SECTION THIRTY ENTIRE AGREEMENT

Landlord represents that there are no oral agreements affecting this Lease, exhibits and riders, if any, attached hereto and forming a part hereof, supersede and cancel any and all previous negotiations, arrangements, letters of intent, executed lease(s), lease proposals, brochures, agreements, representations, promises, warranties and understandings between the parties as stated by, including but not limited to, Tenant's agent(s), employee(s), SUBWAY® franchisee(s), and/or SUBWAY® development agent(s) of Doctor's Associates Inc. No alteration, amendment, change or addition to this Lease shall be binding upon either party unless reduced to writing and signed by each party.

SECTION THIRTY-ONE BROKERS

Landlord agrees to indemnify Tenant for any claim for brokerage commissions in connection with this Lease.

SECTION THIRTY-TWO COMPETITION

Intentionally deleted

SECTION THIRTY-THREE RECORDING

Upon ten (10) days written request from the Tenant, Landlord agrees to acknowledge and deliver to the Tenant a Memorandum of Lease, attached hereto as Exhibit B.

In the event Landlord fails or refuses to execute the Memorandum of Lease within the specified time period, Tenant, at Tenant's option, may consider this a default by the Landlord and terminate this lease. Landlord hereby appoints the Tenant its attorney-in-fact for purposes of completing the Memorandum of Lease on behalf of the Landlord and to record the Memorandum with the local recording authority. The Landlord agrees that the Tenant and any third party requiring access to the Memorandum, may rely upon the information contained therein as being accurate.



SECTION THIRTY-FOUR WAIVER

No waiver by either of the parties hereto of any provision or breach thereof, shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provisions. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act.

No remedy or election hereunder shall be deemed exclusive, but shall, whenever possible, be cumulative with all other remedies at law or in equity.

If at any time under the provisions of this Lease the consent of Landlord is required, it shall not be unreasonably withheld.

SECTION THIRTY-FIVE LAW

This Lease and the performance hereunder shall be governed by the laws of the state in which the Premises are located without reference to its conflict of laws provisions.

SECTION THIRTY-SIX HEADINGS

The paragraph headings are for quick reference and convenience only and do not alter, amend, or otherwise affect the terms, conditions, and agreements set out herein.

SECTION THIRTY-SEVEN LITIGATION

In the event of litigation between Landlord and Tenant relative to rights, obligations and duties of either party under this Lease, each party shall pay its own attorneys' fees and costs. Further, both parties hereby waive any claim(s) against each other and any related parties for consequential, exemplary, and/or punitive damages. In addition, both parties hereby waive their rights to a trial by jury.

SECTION THIRTY-EIGHT SEVERABILITY

A handwritten signature in blue ink, consisting of a stylized, cursive 'A' or similar character.

Should any provision of this Lease be or become invalid, void, illegal or not enforceable, it shall be considered separate and severable from this Lease and the remaining provisions shall remain in force and be binding upon the parties hereto as though such provision had not been included.

SECTION THIRTY-NINE FORCE MAJEURE

If either party fails to perform any of its obligations under this Lease as a result of Force Majeure, such party shall not be liable for loss or damage for the failure and the other party shall not be released from any of its obligations under this Lease. If either party is delayed or prevented from performing any of its obligations as a result of Force Majeure, the period of delay or prevention shall be added to the time herein provided for the performance of any such obligation.

"Force Majeure" shall mean any period of delay which arises from or through acts of God; strikes, lockouts, or labor difficulty; explosion, sabotage, accident, riot, or civil commotion; act of war; fire or other casualty; legal requirements; delays caused by the other party; and causes beyond the reasonable control of a party.

SECTION FORTY LEASE EXECUTION

Landlord and Tenant agree that this Lease is open for acceptance by Landlord for ten (10) days following execution by Tenant. In the event Landlord does not execute this Lease within ten (10) days of execution by Tenant, this Lease shall be null and void. Within three (3) business days, Landlord shall return any and all monies paid and all counterparts of this Lease executed by Tenant.

SECTION FORTY-ONE CANCELLATION

INTENTIONALLY DELETED

SECTION FORTY-TWO RIGHT OF FIRST REFUSAL TO PURCHASE

If the Landlord receives an offer to purchase the Building during the term of this Lease, and the offer to purchase shall be satisfactory to Landlord, Tenant shall have the opportunity to purchase the property at the price and on the terms of said offer. Landlord shall give Tenant written notice via certified or registered mail requiring the Tenant to accept the offer in writing



and to sign a contract to purchase the Premises within thirty (30) days after the mailing of the notice. Tenant's failure to accept the offer to purchase or sign a contract within thirty (30) days shall nullify and void the Tenant's option and Landlord shall be at liberty to sell the Premises to any other person or entity on the terms contained in the notice to Tenant of the offer to purchase. Any subsequent sale, except to Tenant, shall be subject to this Lease and any renewals or extensions hereof.

SECTION FORTY-THREE CONSTRUCTION

Should any provision of this Lease require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the same, it being agreed that Landlord, Tenant and their respective agents have participated in the preparation hereof.

SECTION FORTY-FOUR ATTORNMENT

INTENTIONALLY DELETED

SECTION FORTY-FIVE WHEN LEASE BECOMES BINDING

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.



**SECTION FORTY-SIX
TIMELINESS OF CHARGES**

Landlord agrees to notify Tenant in writing in accordance with this lease of any back charges due under this agreement or of any changes in the base rent, percentage rent or additional rent as and when they become due. All parties agree and acknowledge that time is of the essence with respect to these matters. In the event that Landlord does not appropriately notify Tenant within ninety (90) days of the date upon which said charges had become due,

Landlord agrees that it has waived its rights to said back charges and further, that Tenant shall not be obligated to pay, nor shall it have any liability for these back charges. It is agreed that it is the intent of the parties that all charges be assessed in a timely manner as they accrue and in no event shall they be assessed to Tenant after this ninety (90) day period.

IN WITNESS WHEREOF, the parties have executed and delivered this Lease as of the date first above written.

LANDLORD: Horner Family Limited Partnership

By: Sam W. Horner

Title: TRUSTEE

TENANT: SUBWAY REAL ESTATE CORP.

By: [Signature] 9.2.03