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BLIMPIE LEGAL DEPT.

008

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

~~BLIMPIS,~~ *Broadview Capital Realty Corp.*

TENANT

AND

CIBC INC,
Lender

Section:
Block:
Lot:
County: Weber
State: Utah

Premises: 5605 S. 1900 W.,
Roy City, Utah

Dated: as of _____

Record and Return by mail to:

WINSTON & STRAWN
200 Park Avenue
New York, NY 10017

Attn: _____

E: 1901215 BK2303 PG279
DOUG CROFTS, WEBER COUNTY RECORDER
31-DEC-02 1244 PM FEE \$50.00 DEP SGC
REC FOR: TITLE.WEST

11/21/02

Roy City Centre

TW 12/21/02

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT

THIS AGREEMENT made as of this ___ day of _____, 2002, between CIBC INC., a Delaware corporation, having an office at 622 Third Avenue, 10th Floor, New York, New York 10017, Attn: Real Estate Finance Group (hereinafter called "Lender"), and BROADVIEW CAPITAL REALTY CORP., a Utah corporation, having an office at ~~710 Broadway, New York, NY 10003~~ and ~~FACER FOOD ENTERPRISES, INC., a Utah corporation (hereinafter called "Subtenant") having an office at 1000 Canyon Road, Smithfield, Utah 84305~~ (hereinafter called "Tenant").

①
ce attached
Comments

WITNESSETH:

②

WHEREAS, by a lease (the "Original Lease") dated December 10, 1991 between ROY CITY CENTRE REALTY LIMITED (hereinafter called "Landlord"), as landlord, and Tenant, as tenant [as amended by lease amendment[s] dated February 1, 2000 ~~and February 9, 2000~~; (the Original Lease, [as so amended,] hereinafter the "Lease"), a memorandum of which Lease was dated N/A and was recorded in _____ in Reel _____. Page [add recording data for memoranda of amendments, if applicable], Landlord leased to Tenant certain premises known as Roy City Centre (the "Leased Premises") on the real property described in Exhibit A annexed hereto and made a part hereof (the "Property"); and

③ See attached Comments

WHEREAS, Lender is about to make a loan to Landlord, which loan shall be secured by, among other things, a mortgage or deed of trust (which mortgage or deed of trust, and all amendments, renewals, increases, modifications, replacements, substitutions, extensions, spreaders and consolidations thereof and all re-advances thereunder and additions thereto, is referred to as the "Security Instrument") encumbering the Property; and

WHEREAS, Lender and Tenant desire to confirm their understanding and agreement with respect to the Lease and the Security Instrument.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Lender and Tenant hereby agree and covenant as follows:

1. The Lease, and all of the terms, covenants, provisions and conditions thereof (including, without limitation, any right of first refusal, right of first offer, option or any similar right with respect to the sale or purchase of the Property, or any portion thereof), is, shall be and shall at all times remain and continue to be subject and subordinate in all respects to the lien, terms, covenants, provisions and conditions of the Security Instrument and to all advances and re-advances made thereunder and all sums secured thereby. This provision shall be self-operative but Tenant shall execute and deliver any additional instruments which Lender may reasonably require to effect such subordination.

2. So long as (i) Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance or observance of any of the other terms, covenants, provisions or conditions of the Lease on Tenant's part to be performed or observed, (ii) Tenant is not in default under this Agreement and (iii) the Lease is in full force and effect: (a) Tenant's possession of the Leased Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be effected in accordance with any option therefor which is contained in the Lease, shall not be diminished or interfered with by Lender, and Tenant's occupancy of the Leased Premises shall not be disturbed by Lender for any reason whatsoever during the term of the Lease or any such extensions or renewals thereof and (b) Lender will not join Tenant as a party defendant in any action or proceeding to foreclose the Security Instrument or to enforce any rights or remedies of Lender under the Security Instrument which would cut-off, destroy, terminate or extinguish the Lease or Tenant's interest and estate under the Lease (except to the extent required so that Tenant's right to receive or set-off any monies or obligations owed or to be performed by any of Lender's predecessors-in-interest shall not be enforceable thereafter against Lender or any of Lender's successors-in-interest). Notwithstanding the foregoing provisions of this paragraph, if it would be procedurally disadvantageous for Lender not to name or join Tenant as a party in a foreclosure proceeding with respect to the Security Instrument, Lender

may so name or join Tenant without in any way diminishing or otherwise affecting the rights and privileges granted to, or inuring to the benefit of, Tenant under this Agreement.

3. (A) After notice is given by Lender that the Security Instrument is in default and that the rentals under the Lease should be paid to Lender, Tenant will attorn to Lender and pay to Lender, or pay in accordance with the directions of Lender, all rentals and other monies due and to become due to Landlord under the Lease or otherwise in respect of the Leased Premises. Such payments shall be made regardless of any right of set-off, counterclaim or other defense which Tenant may have against Landlord, whether as the tenant under the Lease or otherwise.

(B) In addition, if Lender (or its nominee or designee) shall succeed to the rights of Landlord under the Lease through possession or foreclosure action, delivery of a deed or otherwise, or another person purchases the Property or the portion thereof containing the Leased Premises upon or following foreclosure of the Security Instrument or in connection with any bankruptcy case commenced by or against Landlord, then at the request of Lender (or its nominee or designee) or such purchaser (Lender, its nominees and designees, and such purchaser, and their respective successors and assigns, each being a "Successor-Landlord"), Tenant shall attorn to and recognize Successor-Landlord as Tenant's landlord under the Lease and shall promptly execute and deliver any instrument that Successor-Landlord may reasonably request to evidence such attornment. Upon such attornment, the Lease shall continue in full force and effect as, or as if it were, a direct lease between Successor-Landlord and Tenant upon all terms, conditions and covenants as are set forth in the Lease. If the Lease shall have terminated by operation of law or otherwise as a result of or in connection with a bankruptcy case commenced by or against Landlord or a foreclosure action or proceeding or delivery of a deed in lieu, upon request of Successor-Landlord, Tenant shall promptly execute and deliver a direct lease with Successor-Landlord which direct lease shall be on substantially the same terms and conditions as the Lease (subject, however, to the provisions of clauses (i)-(v) of this paragraph 3(B)) and shall be effective as of the day the Lease shall have terminated as aforesaid. Notwithstanding the continuation of the Lease, the attornment of Tenant thereunder or the execution of a direct lease between Successor-Landlord and Tenant as aforesaid, Successor-Landlord shall not:

- 4
- (i) be liable for any previous act or omission of Landlord under the Lease;
 - (ii) ~~be subject to any off set, defense or counterclaim which shall have theretofore accrued to Tenant against Landlord.~~
 - (iii) be bound by any modification of the Lease or by any previous prepayment of rent or additional rent for more than one (1) month which Tenant might have paid to Landlord, unless such modification or prepayment shall have been expressly approved in writing by Lender;
 - (iv) be liable for any security deposited under the Lease unless such security has been physically delivered to Lender or Successor-Landlord; and
 - (v) be liable or obligated to comply with or fulfill any of the obligations of the Landlord under the Lease or any agreement relating thereto with respect to the construction of, or payment for, improvements on or about the Leased Premises (or any portion thereof), leasehold improvements, tenant work letters and/or similar items.

4. Tenant agrees that without the prior written consent of Lender, it shall not (a) amend, modify, terminate or cancel the Lease or any extensions or renewals thereof, (b) tender a surrender of the Lease, (c) make a prepayment of any rent or additional rent more than one (1) month in advance of the due date thereof, or (d) subordinate or permit the subordination of the Lease to any lien subordinate to the Security Instrument. Any such purported action without such consent shall be void as against the holder of the Security Instrument.

5. (A) Tenant shall promptly notify Lender of any default by Landlord under the Lease and of any act or omission of Landlord which would give Tenant the right to cancel or terminate the Lease or to claim a partial or total eviction.

(B) In the event of a default by Landlord under the Lease which would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate the Lease or to claim a partial or total eviction, or in the event of any other act or omission of Landlord which would give Tenant the right to cancel or terminate the Lease, Tenant shall not exercise such right (i) until Tenant has given written notice of such default, act or omission to Lender and (ii) unless Lender has failed, within ~~sixty (60)~~ days after Lender receives such notice, to cure or remedy the default, act or omission or, if such default, act or omission shall be one which is not reasonably capable of being remedied by Lender within such ~~sixty (60)~~ day period, until a reasonable period for remedying such default, act or omission shall have elapsed following the giving of such notice and following the time when Lender shall have become entitled under the Security Instrument to remedy the same (which reasonable period shall in no event be less than the period to which Landlord would be entitled under the Lease or otherwise, after similar notice, to effect such remedy), provided that Lender shall with due diligence give Tenant written notice of its intention to and shall commence and continue to, remedy such default, act or omission. If Lender cannot reasonably remedy a default, act or omission of Landlord until after Lender obtains possession of the Leased Premises, Tenant may not terminate or cancel the Lease or claim a partial or total eviction by reason of such default, act or omission until the expiration of a reasonable period necessary for the remedy after Lender secures possession of the Leased Premises. To the extent Lender incurs any expenses or other costs in curing or remedying such default, act or omission, including, without limitation, attorneys' fees and disbursements, Lender shall be subrogated to Tenant's rights against Landlord.

(C) Notwithstanding the foregoing, Lender shall have no obligation hereunder to remedy such default, act or omission.

6. To the extent that the Lease shall entitle Tenant to notice of the existence of any mortgage and the identity of any mortgagee or any ground lessor, this Agreement shall constitute such notice to Tenant with respect to the Security Instrument and Lender.

7. Upon and after the occurrence of a default under the Security Instrument, which is not cured after any applicable notice and/or cure periods, Lender shall be entitled, but not obligated, to exercise the claims, rights, powers, privileges and remedies of Landlord under the Lease and shall be further entitled to the benefits of, and to receive and enforce performance of, all of the covenants to be performed by Tenant under the Lease as though Lender were named therein as Landlord.

8. Anything herein or in the Lease to the contrary notwithstanding, in the event that a Successor-Landlord shall acquire title to the Property or the portion thereof containing the Leased Premises, Successor-Landlord shall have no obligation, nor incur any liability, beyond Successor-Landlord's then interest, if any, in the Property, and Tenant shall look exclusively to such interest, if any, of Successor-Landlord in the Property for the payment and discharge of any obligations imposed upon Successor-Landlord hereunder or under the Lease, and Successor-Landlord is hereby released or relieved of any other liability hereunder and under the Lease. Tenant agrees that, with respect to any money judgment which may be obtained or secured by Tenant against Successor-Landlord, Tenant shall look solely to the estate or interest owned by Successor-Landlord in the Property, and Tenant will not collect or attempt to collect any such judgment out of any other assets of Successor-Landlord.

9. Notwithstanding anything to the contrary in the Lease, Tenant agrees for the benefit of Landlord and Lender that, except as permitted by, and fully in accordance with, applicable law, Tenant shall not generate, store, handle, discharge or maintain in, on or about any portion of the Property, any asbestos, polychlorinated biphenyls, or any other hazardous or toxic materials, wastes and substances which are defined, determined or identified as such (including, but not limited to, pesticides and petroleum products if they are defined, determined or identified as such) in any federal, state or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) or any judicial or administrative interpretation of any thereof, including any judicial or administrative orders or judgments.

10. If the Lease provides that Tenant is entitled to expansion space, Successor-Landlord shall have no obligation nor any liability for failure to provide such expansion space if a prior landlord

(including, without limitation, Landlord), by reason of a lease or leases entered into by such prior landlord with other tenants of the Property, has precluded the availability of such expansion space.

11. Except as specifically provided in this Agreement, Lender shall not, by virtue of this Agreement, the Security Instrument or any other instrument to which Lender may be a party, be or become subject to any liability or obligation to Tenant under the Lease or otherwise.

12. (A) Tenant agrees that this Agreement satisfies and complies in all respects with the provisions of Article __ of the Lease and that, to the extent inconsistent with the Lease, this Agreement supersedes the provisions of such Article and any other provision of the Lease relating to the priority or subordination of the Lease and the interests or estates created thereby to the Security Instrument.

(B) Tenant agrees to enter into a subordination, non-disturbance and attornment agreement with any lender which shall succeed Lender as lender with respect to the Property, or any portion thereof, if such agreement is substantially similar to this Agreement. ~~Tenant does herewith irrevocably appoint and constitute Lender as its true and lawful attorney in fact in its name, place and stead to execute such subordination, non-disturbance and attornment agreement, without any obligation on the part of Lender to do so. This power, being coupled with an interest, shall be irrevocable as long as the indebtedness secured by the Security Instrument remains unpaid. Lender agrees not to exercise its rights under the preceding two (2) sentences if Tenant promptly enters into the subordination, non-disturbance and attornment agreement as required pursuant to the first sentence of this subparagraph (B).~~

13. (A) Any notice required or permitted to be given by Tenant to Landlord shall be simultaneously given also to Lender, and any right of Tenant dependent upon notice shall take effect only after notice is so given. Performance by Lender shall satisfy any conditions of the Lease requiring performance by Landlord, and Lender shall have a reasonable time to complete such performance as provided in Paragraph 5 hereof.

(B) All notices or other communications required or permitted to be given to Tenant or to Lender pursuant to the provisions of this Agreement shall be in writing and shall be deemed given only if mailed by United States registered mail, postage prepaid, or if sent by nationally recognized overnight delivery service (such as Federal Express or United States Postal Service Express Mail), addressed as follows: to Tenant, at the address first set forth above, Attention: Real Estate Department, to Lender, at the address first set forth above, Attention: Real Estate Finance; or to such other address or number as such party may hereafter designate by notice delivered in accordance herewith. Except as otherwise provided in this Agreement, all such notices shall be deemed given three (3) business days after delivery to the United States Post office registry clerk if given by registered mail, or on the next business day after delivery to an overnight delivery courier.

14. This Agreement may be modified only by an agreement in writing signed by the parties hereto, or their respective successors-in-interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The term "Lender" shall mean the then holder of the Security Instrument. The term "Landlord" shall mean the then holder of the landlord's interest in the Lease. The term "person" shall mean an individual, joint venture, corporation, partnership, trust, limited liability company, unincorporated association or other entity. All references herein to the Lease shall mean the Lease as modified by this Agreement and to any amendments or modifications to the Lease which are consented to in writing by Lender. Any inconsistency between the Lease and the provisions of this Agreement shall be resolved, to the extent of such inconsistency, in favor of this Agreement.

15. **BOTH TENANT AND LENDER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

16. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Property is located.

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12/20/2002 11:38 FAX 770 933 6098

CIBC INC
WOODBURY CORP
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BROADVIEW CAPITAL REALTY CORP.
1775 The Exchange, Suite 600
Atlanta, Georgia 30339
Phone: (770) 984-2707 Fax: (770) 933-6098

Tenant's Additional Comments
Subordination, Non-Disturbance and Attornment Agreement

Premises: Blimpie Subs and Salads Restaurant #UT-24
5605 S. 1900 W., Roy City, Utah

Date: December 19, 2002

1. Tenant's address is, *"1775 The Exchange, Suite 600, Atlanta, Georgia 30339, Attention: Legal Department."*
2. The subtenant is, *"Parry Enterprises, LLC, a Utah Limited Liability Company (the "Subtenant"), having an address at 5605 S. 1900 W., Roy City, Utah." A copy of such replacement agreement has been provided to Landlord previously, and a copy is attached hereto.*
3. Insert, *"WHEREAS, Tenant subleased the Premises to Subtenant by replacement Sublease Agreement dated June 28, 2002; and"*
4. In paragraph 3(B), *"Tenant may, in its absolute discretion,"* execute a new lease.
5. To paragraph 3(B)(iii) insert, *"Notwithstanding the foregoing, by execution of this Subordination, Non-Disturbance and Attornment Agreement, Lenders hereby approves all modification agreements that are fully executed between Landlord and Tenant as of the date hereof."*
6. In paragraph 5(B), replace, *"sixty (60)"* with, *"forty-five (45)"*.

Gwb

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WOODBURY CORP
CIBC INC
WOODBURY CORP
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CIBC INC., a Delaware corporation

By: [Signature]
Name: [Signature]
Title: As Agent

BROADWAY CAPITAL REALTY CORP., a Utah corporation

By: [Signature]
Name: Brian Lane
Title: Treasurer

~~PARRY ENTERPRISES, LLC~~
~~PACER FOOD ENTERPRISES, INC., a Utah corporation~~
Limited liability Company

By: see next page
Name:
Title:

AGREED AND CONSENTED TO:

RC CENTRE, L.C.,
a Utah limited liability company

AGREED AND CONSENTED TO:

~~ROY CITY CENTRE REALTY LIMITED~~

By: [Signature]
Name:
Title:

By: Woodbury Amsource, Inc.,
a Utah corporation,
its Manager

By: [Signature]
Title: Chairman

By: [Signature]
Title: Vice president

11/21/02

ROY City Centre Its: Vice president 5

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CIBC INC
WOODBURY CORP
BLIMPIE LEGAL DEPT.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CIBC INC., a Delaware corporation

By: _____
Name:
Title: As Agent

BROADWAY CAPITAL REALTY CORP., a Utah corporation

By: Brian Lane
Name: Brian Lane
Title: Treasurer

~~Parry Enterprises, LLC~~
~~FACE FOOD ENTERPRISES, INC., a Utah corporation~~
Limited liability company

By: see next page
Name:
Title:

AGREED AND CONSENTED TO:

RC CENTRE, L.C.,
a Utah limited liability company

By: Woodbury Amsource, Inc.,
a Utah corporation,
its Manager

By: Richard Whodby
Title: Chairman

By: _____
Title: Vice president

AGREED AND CONSENTED TO:

~~ROY CITY CENTRE REALTY LIMITED~~

By: _____
Name:
Title:

11/21/02

Roy City Centre

Its: Vice president

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CIBC INC
WOODBURY CORP
BLIMPIE LEGAL DEPT.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CIBC INC., a Delaware corporation

By: _____
Name:
Title: AS Agent

BROADWAY CAPITAL REALTY CORP., a Utah corporation

By: Brian Lane
Name: Brian Lane
Title: Treasurer

~~Parry Enterprises, LLC~~
~~FACE FOOD ENTERPRISES, INC., a Utah corporation~~
Limited liability company

By: Mark Parry
Name:
Title:

AGREED AND CONSENTED TO:

AGREED AND CONSENTED TO:

~~ROY CITY CENTRE REALTY LIMITED~~

By: _____
Name:
Title:

RC CENTRE, L.C.,
a Utah limited liability company

By: Woodbury Amsource, Inc.,
a Utah corporation,
its Manager

By: _____
Its:

By: _____

11/21/02

Roy City Centre Its:

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CIBC INC

WOODBURY CORP
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STATE OF NEW YORK

COUNTY OF NEW YORK

On the ____ day of _____ in the year 2000, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

My commission expires: _____

J
6 w/s

1901215 BK2303 PG288

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CIBC INC
WOODBURY CORP
BLIMPIE LEGAL DEPT.

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STATE OF Georgia)
) ss.
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 19th day of December 2002, by Brian Lane, the Treasurer of Tenant, a personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he/she signed and delivered the said instrument for the uses and purposes therein set forth.

[SEAL]

R L Wells

Printed Name: Reinold L. Wells
Address: Cobb County

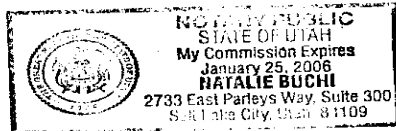
Notary Public, State of Georgia
My commission: Exp. 5/5/06



STATE OF Utah)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27th day of December 2002, by Mark Parry, the Owner of Parry Enterprises LLC, a personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he/she signed and delivered the said instrument for the uses and purposes therein set forth.

[SEAL]



Printed Name: NATALIE BUCHI
Address: 2733 E. PARLEYS WAY, STE. 300
SALT LAKE CITY, UT 84109
Notary Public, State of Utah
My commission: 1-25-06

GWB

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CIBC INC

WOODBURY CORP
BLIMPIE LEGAL DEPT.

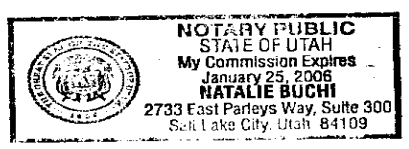
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STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27th day of December 2002, by Richard Woodbury & Gregory G. Gillman, the Chairman & President of Woodbury Amsource, Inc., a person personally known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged that he/she signed and delivered the said instrument for the uses and purposes therein set forth.

[SEAL]

Printed Name: Natalie Buchi
Address: 2733 E. Parleys Way, Ste. 300
Salt Lake City, Utah 84109
Notary Public, State of Utah
My commission: 1-25-06



[Handwritten signature]
GWB

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WOODBURY CORP
CIBC INC
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STATE OF NEW YORK


COUNTY OF NEW YORK

On the ²⁰⁰² 20th day of December in the year 2000, before me, the undersigned, personally appeared Andrew Power, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

My commission expires: _____

MEREDITH A. SMITH
Notary Public, State of New York
No. 01SM6002175
Qualified in Nassau County
Commission Expires February 2, 2006


6 W/S

ET-1901215 BK2303 P6291

Exhibit "A"

Lots 1,3,4,5,6,7 and 8, ROY CITY CENTRE, according to the official plat thereof on file and of record in the office of the Weber County Recorder.

Less and excepting:

A parcel of land in fee for the widening of an existing roadway, State Route 97 (Roy 5600 South), known as Project No. 0097, being part of an entire tract of property situate in the Northeast quarter of the Northeast quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning on the Southerly right of way line of said project at a point 13.500 meters (44.29 feet) perpendicularly distant Southerly from the centerline of said project at Engineer Station 13+004.115, said point also being approximately 221.304 meters (726.06 feet) North 89°50'57" West (North 89°43'33" West highway bearing) along the Section line and 13.500 meters (44.29 feet) South 00°27'45" West (South 00°16'27" West highway bearing) from the Northeast corner of said Section 23, and running thence North 00°27'45" East (North 00°16'27" East, highway bearing) 1.308 meters (4.29 feet) to the Northwest corner of said entire tract; thence South 89°50'57" East (South 89°43'33" East, highway bearing) 151.155 meters (495.92 feet) along the North boundary line of said entire tract; thence South 00°27'51" West (South 00°39'09" West, highway bearing) 1.308 meters (4.29 feet); thence North 89°50'57" West (North 89°43'33" West, highway bearing) 151.155 meters (495.92 feet) along the Southerly highway right of way line of said project to the point of beginning.

~~TAX ID: 09-340-0001, 09-340-0003, 09-340-0004, 09-340-0005, 09-340-0006, 09-340-0007, 09-340-0008~~

09-340-0001, ^y0003, 0004, 0005,
0006, 0007, 0008

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CIBC INC

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WOODBURY CORP
BLIMPIC LEGAL DEPT.

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SUBLEASE

Made as of the ²⁰ day of June, 2002 between Broadview Capital Realty Corp. located at 1775 The Exchange, Suite 600, Atlanta, Georgia 30339 (the "LANDLORD"), and Parry Enterprises, LLC located at Blimpic Restaurant, 5605 South 1900 West, Roy, Utah 84067 (the "TENANT").

IT IS AGREED

LANDLORD hereby subleases to TENANT and TENANT hereby hires from LANDLORD the PREMISES known as and by the street address of Blimpic Restaurant, 5605 South 1900 West, Roy, Utah 84067 (the "PREMISES") pursuant to all of the terms, covenants and conditions set forth in that certain agreement of lease, and any amendments thereto, between Roy City Centre Realty Limited (the "OVERLANDLORD") and LANDLORD herein dated December 10, 1991, a copy of which lease, and amendments (if any) has been received by TENANT (the "OVERLEASE").

1. The term of this SUBLEASE shall commence on the date hereof and shall end one day prior to the expiration date of the OVERLEASE including all renewals and extensions thereto unless sooner terminated pursuant to the provisions hereof.

2. TENANT may only use and occupy the PREMISES for use as a BLIMPIC RESTAURANT selling BLIMPIC authorized products and for no other purpose. TENANT may not sell any other items at the PREMISES unless authorized in writing by the LANDLORD.

3. This SUBLEASE is subject and subordinate to the terms, provisions and conditions of the OVERLEASE and each and every term of the OVERLEASE is incorporated in this SUBLEASE with like effect as if herein set forth in full and as so incorporated, the words "LESSOR" or "LANDLORD" or "OWNER" and "LESSEE" or "TENANT" if used and contained in the OVERLEASE shall be deemed to apply to the LANDLORD and TENANT respectively in this SUBLEASE. TENANT agrees to pay all sums designated as rents and additional rents in the OVERLEASE as set forth herein according to the terms, covenants and conditions specified herein.

4. Notwithstanding anything contained in this SUBLEASE to the contrary, the LANDLORD shall not be liable to the TENANT, its successors, assigns or subtenants with respect to any of the affirmative covenants to be performed by the OVERLANDLORD under the terms of the OVERLEASE and the LANDLORD or any of its stockholders, officers or directors, disclosed or undisclosed, their successors and assigns are hereby released from any liability except to deliver possession of the PREMISES to the TENANT, subject to the terms of this SUBLEASE, except that LANDLORD shall not commit a breach of the OVERLEASE. If a breach of the OVERLEASE is caused by the action or inaction of the TENANT then such breach shall not be deemed to be a breach of the OVERLEASE by LANDLORD.

5. The TENANT does hereby assume the payment of the rents, additional rents and other charges specified in the OVERLEASE and does hereby assume and agree to perform all of the terms, covenants and conditions thereof in every respect and in the manner therein set forth. TENANT hereby agrees to save, indemnify and keep the LANDLORD free and harmless of and from any and all claims, demands and liabilities whatsoever which may be based or predicated from a breach of the OVERLEASE. This covenant shall survive any cancellation of this SUBLEASE by summary proceedings or otherwise. TENANT shall execute a written assumption agreement of the OVERLEASE and such other instruments as are reasonably required to comply with the OVERLEASE promptly upon request of LANDLORD.

6. Nothing herein contained shall authorize the TENANT to attempt to alter the OVERLANDLORD or to execute any agreement which could modify, cancel or terminate the OVERLEASE or this SUBLEASE.

7. If this SUBLEASE is in the name of an individual, TENANT shall have the right

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to assign this SUBLEASE to a Corporation in which he/she will be the principal stockholder. Upon such assignment and upon delivery of the executed copy of such assignment agreement to the LANDLORD by Certified or Registered Mail, together with an Assumption Agreement wherein the assignee assumes the terms and conditions of this SUBLEASE, the TENANT shall be relieved of any further liability under this SUBLEASE.

8. For each and every week of the term of this SUBLEASE, TENANT agrees to pay the LANDLORD as additional rental for the demised term, six per cent (6%) of the gross sales (as defined in the Blimpie Restaurant franchise agreement between Blimpie International, Inc. and TENANT or TENANT's stockholder(s) (hereinafter the "FRANCHISE AGREEMENT")) of every kind received by the TENANT in the operation of its business in the PREMISES excluding sales taxes. In order to determine the total receipts and gross income of the TENANT, TENANT does hereby agree to install and maintain in the PREMISES cash registers or POS systems as stipulated by LANDLORD.

For each and every week of the term of this SUBLEASE, TENANT also agrees to pay to the LANDLORD as additional rental for the demised term, four per cent (4%) of the gross sales as defined in the FRANCHISE AGREEMENT of every kind received by the TENANT in the operation of its business in the PREMISES, excluding sales taxes, to be used by LANDLORD for either local or national advertising pursuant to the terms of the FRANCHISE AGREEMENT.

9. Notwithstanding the foregoing, payment of 6% and 4% of gross sales pursuant to the Franchise Agreement shall satisfy the obligations of the TENANT hereunder to pay 6% and 4% of gross sales to the LANDLORD herein.

10. With respect to the additional rentals set forth in paragraphs 8 and 9, upon the request of the LANDLORD, the TENANT shall promptly execute and deliver to the LANDLORD appropriate pre-authorized check forms or such other instruments or drafts required by LANDLORD's bank payable against the TENANT's bank account, so that the LANDLORD will be able to electronically (draft on TENANT's account by electronic withdrawal), collect the 6% and 4% of TENANT's gross sales from the PREMISES payable hereunder on a weekly basis as set forth herein.

In connection therewith, the TENANT shall report its gross sales by telephone within two (2) days after the end of the business week (currently Tuesday) or at such times as established by LANDLORD in its sole discretion and submit written weekly summaries showing results of its operations by the following Saturday. If the TENANT fails to report its sales on a timely basis, the LANDLORD may estimate its sales and the LANDLORD will then deposit into its account, the TENANT's pre-authorized checks or other instruments for the amounts due either pursuant to the TENANT's report or the LANDLORD's estimate.

If any electronic draft is unpaid the TENANT shall pay to the LANDLORD, the LANDLORD's expenses arising from such non-payment including bank fees, hourly staff charges arising from such default and such other expenses incurred by LANDLORD.

By the 5th day of each month for the prior month the TENANT shall pay to the LANDLORD any sums unpaid pursuant to the previous paragraph representing adjustments for sales owed for any partial week or sales that were unpaid or improperly recorded or not credited on TENANT's books and records.

11. The TENANT may not assign, transfer or pledge this SUBLEASE unless (i) the prior written consent of the OVERLANDLORD is first obtained, if required and then (ii) the consent of the LANDLORD is obtained, which consent of the LANDLORD shall not be unreasonably withheld. The TENANT may not sub-sublet the Premises unless the prior written consent of the LANDLORD has been obtained. A sale, transfer or assignment of more than 49% of the outstanding and issued shares of TENANT whether by one or more transfers of the TENANT shall be deemed an assignment under the provisions of this paragraph.

12. Upon default by the TENANT in the payment of any of the rentals or additional rentals on their due date or in the performance of any of the terms, covenants or conditions of the

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OVERLEASE and/or this SUBLEASE and the continuance of such default for a period of ten (10) days after written notice of such default to TENANT from LANDLORD, the LANDLORD shall have the right and privilege of causing this SUBLEASE on ten (10) days notice, in writing, to the TENANT by registered mail or certified mail (RRR) addressed to the TENANT at the PREMISES, and upon expiration of such ten (10) day period, the term of this SUBLEASE shall cease in the same manner as if such date were expressly specified herein for the termination of the demised term, and the LANDLORD herein shall have the right to recover immediate possession of the PREMISES by summary proceedings or otherwise, and the said TENANT, in such event, shall be deemed to be a holdover tenant using the PREMISES without right or privilege to do so.

13. In the event that the OVERLEASE, for any reason, becomes null and void, or the OVERLEASE is replaced by a new OVERLEASE from the OVERLANDLORD and/or their executors, administrators, successors or assigns, respectively, the TENANT agrees to assign all of its right, title and interest in and with respect to such new OVERLEASE to the LANDLORD and the TENANT does hereby make, constitute and appoint the LANDLORD and/or its successors and assigns as the TENANT's true and lawful attorney to execute any and all necessary papers and documents to effectuate the provisions of this paragraph. The TENANT, and anyone procuring such new or substituted OVERLEASE shall be deemed and declared to be a trustee of such new or substituted OVERLEASE for the benefit of the LANDLORD subject to all of the terms, provisions and conditions of this SUBLEASE with the same force and effect as if the said new or substituted OVERLEASE was the original OVERLEASE.

14. The TENANT may pay the rentals and additional rentals owed under the OVERLEASE to the OVERLANDLORD directly, but any payment made directly to the OVERLANDLORD shall be as agent for the LANDLORD herein, and any such payment made shall be deemed to have been made by the LANDLORD, as tenant under the OVERLEASE, in compliance with the OVERLEASE. This right to pay rental directly to the OVERLANDLORD shall cease upon TENANT's default in the performance of any of the terms of this SUBLEASE or upon the written notification of LANDLORD of this SUBLEASE.

15. Notwithstanding anything to the contrary contained herein in any action, legal proceeding or summary proceeding brought for the collection of any of the rentals provided for herein, including the 6% of gross sales and 4% of gross sales, additional rental or for the non-payment of any rental or additional rental payable under the OVERLEASE, the TENANT agrees and does hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this SUBLEASE, the relationship of LANDLORD and TENANT (as LANDLORD and TENANT only) and/or TENANT's use or occupancy of the PREMISES. Further, the TENANT hereby waives and agrees not to introduce any counterclaim which the TENANT now has or hereafter may have. The TENANT, however, shall have the right to litigate any such claim in a separate independent action, and such independent action shall at no time be joined or consolidated with any action or summary proceeding for non-payment of rent except if so ordered by a court of competent jurisdiction.

16. This SUBLEASE shall bind the parties hereto, and their respective successors and assigns and may only be modified, amended or changed by a written agreement signed by both parties.

17. TENANT hereby waives its right to bring a declaratory judgment action with respect to any provision of this SUBLEASE or the OVERLEASE, or with respect to any notice sent pursuant to the provisions of this SUBLEASE or the OVERLEASE unless consented to by the LANDLORD herein in writing and TENANT further expressly agrees not to seek injunctive relief which would stay, extend or otherwise toll any of the time limitations or provisions of this SUBLEASE or the OVERLEASE, or any notice sent pursuant thereto. Any breach of this paragraph shall constitute a breach of a substantial obligation of the TENANT, and shall be grounds for the immediate termination of this SUBLEASE. It is further agreed that in the event injunctive relief is sought, such relief shall be denied, and the LANDLORD shall be entitled to recover the costs of opposing such an application or action, including its attorneys fees actually incurred.

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18. If the OVERLEASE contains any renewal options, TENANT shall notify the LANDLORD 180 days prior to the exercise date of any renewal options, and such notice shall direct the LANDLORD to exercise such option. Nothing contained herein shall be deemed to prohibit or restrict the LANDLORD's right to exercise any such renewal options, whether or not TENANT complies with this paragraph; however, it is TENANT'S responsibility to comply with this paragraph and LANDLORD shall not be directly or indirectly liable to TENANT for the non-exercise of any renewal option unless said notice is timely sent pursuant to the terms hereof.

IN WITNESS WHEREOF, the LANDLORD and TENANT have respectively signed these presents as of the day and year first above written.

LANDLORD:
Broadview Capital Realty Corp.

By: [Signature]
Its: _____

TENANT:
Parry Enterprises, LLC

By: [Signature]
Mark Parry, Managing Member

This sublease agreement is in replacement of the sublease agreement by and between LANDLORD and Facer Food Enterprises, Inc. which has been assigned to TENANT and shall be deemed null and void and replaced by this agreement.

[Signature]
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