

ITEM 11

FRANCHISOR'S OBLIGATIONS

Except as listed below, we need not provide any assistance to you.

Pre-Opening Assistance. Before you open a Restaurant, an Area Director, a Green Jacket, TQSC, or another authorized representative (which may be another affiliate of ours) will perform for you the services listed below. As noted earlier, TQSC provides 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.

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 (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. You receive a list of designated and approved suppliers of equipment, supplies, and materials and, if available, a description of any national or central purchase and supply agreements that approved suppliers offer to QUIZNOS Franchisees. (Section 9.1(c), Franchise Agreement)

4. Train you and your employees in Denver, Colorado or at another specified location. (Sections 7.1 and 9.1(e), Franchise Agreement)

5. Loan you 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, 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 managers for your Restaurant (“**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 new 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)

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**”). All affiliate-owned Restaurants must pay into the Marketing Fund on an equal percentage basis with all franchised Restaurants. Because the Marketing Fund is not audited, audited financial statements are not available to Franchisees. Annual unaudited financial statements for the Marketing Fund 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, or radio. The coverage has been local or regional, and, since early 1998, the QUIZNOS System has used a national cable television campaign. There is no current franchisee advertising council although we may implement one in the future. We and our affiliates do not directly solicit Franchisees through the Marketing Fund.

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, from time to time 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, 2005, our affiliates contributed \$30,700,000 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 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).

Local Advertising. As long as we require you to contribute to the Regional Advertising Program (described below) you must spend 1% of Gross Sales each calendar quarter on local advertising. If we cease to require contributions to the Regional Advertising Programs, you must contribute 3% of Gross Sales each calendar quarter on local advertising. We may require an accounting from you of the amounts spent on local advertising within 10 days following the end of each calendar quarter. We and our affiliates have the right to collect and designate all or a portion of the Local Advertising Fee for either a regional advertising program or the Marketing Fund for the benefit of either the Restaurants within your particular region or all Restaurants operating under the QUIZNOS Marks. All affiliate-owned Restaurants spend money for local advertising on an equal percentage basis with all franchised Restaurants. You may purchase local advertising separately through local marketing and media sources within a geographical area. Local advertising is your responsibility subject to our approval of any advertising or promotional plans or materials you intend to use or implement.

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 \$6,000 on the grand opening program for traditional Restaurants and \$3,000 for Non-Traditional Restaurants.

Regional Advertising Programs. We and our affiliates may, upon notice to you, create a regional advertising program (“**Regional Advertising**”) for the benefit of the Restaurants located within a particular region. (See discussion below regarding 3 Regional Advertising programs formed for the QUIZNOS System in July 2000.) We and our affiliates have the right to (i) allocate any portion of the Marketing Fund to the Regional Advertising program; and (ii) collect and designate all or a portion of the Local Advertising Fee for a Regional Advertising program. If a Regional Advertising program is established, we and our affiliates may increase the Local Advertising Fee by 1%; provided that in no event must you spend more than a total of 5% of your gross sales, in the aggregate, for the Local Advertising Fee, Regional Advertising, and Marketing Fund contributions, including Yellow Pages advertising. We currently collect 3% of Gross Sales for contribution to the Regional Advertising, except with respect to Restaurants in the Las Vegas market where we currently collect 4%. 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.

In July 2000, 3 Regional Advertising programs were formed for the QUIZNOS System in the following regions in the continental United States:

ATLANTIC	CENTRAL	PACIFIC
ALABAMA, CONNECTICUT, DELAWARE, FLORIDA, GEORGIA, KENTUCKY, MAINE, MARYLAND, MASSACHUSETTS, MICHIGAN, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, NORTH CAROLINA, OHIO, PENNSYLVANIA, PUERTO RICO, 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

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 3 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. Our affiliates do not plan to audit the Regional Advertising programs, although 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, from time to time 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, 2005, the Marketing Fund, and the Regional Advertising programs spent 23.78% of their total expenses on production of marketing materials (including television and radio, research, shipping, and direct marketing promotions), 74.63% for media placement and other forms of direct advertising, and 1.58% for administrative expenses (including amounts paid to QAFT, which administered the Marketing Fund).

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 geographical 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.

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 use a CRS 4000 (also sold as NEC ResCounter 4000) for your POS System. (This requirement for new QUIZNOS Franchisees has been in place since April 2002.) We and our affiliates reserve the right to update specifications from time to time. You must use a personal computer in operating your Restaurant and a letter quality printer to print reports generated by your personal computer. You may purchase any personal computer that is an MS-DOS system with a minimum 486 microchip capacity and any letter quality printer. You must also purchase a compact disk interactive player and TV/VCR unit used for training. We and our affiliates may require you to use specific software programs (although that obligation does not yet exist). 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 computer system but no independent access to any other information. 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 Offering Circular is the table of contents of the QUIZNOS Operations Manual. The total number of pages in the Operations Manual is 474.

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.

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 from time to time 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.

Currently, the procedure we utilize involves us identifying a general area in which you will focus your efforts to find an acceptable location. This search area, if designated, is simply the area in which you will concentrate your efforts to find an acceptable location and is not the grant of, or right to, an exclusive or protected territory nor does it prevent you from searching for sites in other areas. (See Item 12) If a search area is identified, it is identified in order to facilitate the orderly development of the market and not for purposes of granting you any exclusivity or protection within the area. Other Franchisees will be allowed to search for sites in the area in which your efforts may be focused. In addition, if you are presented with a site that

meets QUIZNOS criteria (as determined in our or our affiliate's sole discretion) 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 affiliates. Nothing contained in the Franchise Agreement obligates us to continue to utilize the procedure described above.

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. 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.

Our lease negotiations and approval of locations are for our sole benefit and 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.

Generally, it may take from 8 to 18 months 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 open your Restaurant is 12 to 24 months. This 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. You must open your Restaurant 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.

Additional Training Information. After you sign the Franchise Agreement and no later than 60 days before you open your Restaurant, you (or your managing owner) and your Designated Manager must attend and satisfactorily complete the initial QUIZNOS training program. 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 charge a training fee for each Special Product in which you participate. Training may be conducted in Denver, Colorado, a certified regional training store, or a combination of both.

Quizno's University ("QU") training currently is a 24-day program (plus homework and self-paced study), with 18 days focused on training in a Restaurant. The program includes on-the-job training, homework and activities, and classroom training. The QU training program and curriculum may change at any time. Successful completion of the initial training program will require that attendees be able to demonstrate that they can perform basic math and read, write, and converse in the English language by passing a basic skills test. 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. That managing owner and your Designated Manager, if known, must pass the basic skills test when you sign the Franchise Agreement. All other attendees must pass the basic skills test before they begin training. There may be additional tests that attendees must pass before beginning certain portions of training. These tests may be administered at test facilities operated by independent third parties. If a third party administers a test, you must pay any test fees charged by these third parties, which we estimate will not be more than \$75 per person per test, although test fees may exceed that amount depending on the facility. You also will bear any other costs related to taking these tests, including travel and lodging costs.

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 numbers of meeting we may require you to attend each year.

Although QU classes customarily are conducted at least three times a month, the schedule could change in the future. Currently, the following training is provided:

Subject ¹	Hours of Classroom Training	Instructional Material	Hours of On the Job Training and Activities	Hours of Homework	Instructor
Position or Hourly Task Training	0 Hours	Operations Manual	72 Hours	11 Hours	Note 3
Management of Daily Operations	15 Hours	Operations Manual, QU 102 Workbook, QU 103 Workbook	43 Hours	11 Hours	Note 3
Customer Service ²	4 Hours	Operations Manual, QU 103 Workbook	15 Hours	5 Hours	Note 3
Financial Management ²	7.5 Hours	Operations Manual, QU 103 Workbook	8 Hours	5 Hours	Note 3
Building and Leading a Quality Team ²	6 Hours	Operations Manual, QU 103 Workbook	8 Hours	5 Hours	Note 3
Point-of-Sale System Training	15 Hours	Point-of-Sale Workbook	36 Hours	0 Hours	Note 3
Total Number of Hours	47.5 Hours		182 Hours	37 Hours	

- ^{1/} There may be additional training required for each Special Product, which will not exceed 11 days.
- ^{2/} These topics are interwoven throughout the 24 days of on-the-job training, classroom, and homework; actual hours depend on location of training, class size, etc.
- ^{3/} James Johnson (see Item 2) supervises all training and curriculum development for training. Other TQSC employees, employees of certified regional training stores (who concentrate in the areas they will teach), and area directors in your area also will train you.

ITEM 12

TERRITORY

You do not have any exclusive or protected territory. 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. That location will be a specific numbered street or mall address. You may be authorized to provide delivery services from the Restaurant in accordance with our standard operating procedures, but you may not provide such services 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 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.

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 from time to time. Currently, the procedure we utilize in Non-Area Director markets involves identifying a general area (the size of which will depend upon the characteristics of the particular market involved) in which you will focus your efforts to find an acceptable location. This search area, if designated, is simply the area in which you will concentrate your efforts to find an acceptable location and is not the grant of, or right to, an exclusive or protected territory. If a search area is identified, it is identified in order to facilitate the orderly development of the market and not for purposes of granting you any exclusivity or protection within the area or to restrict you from searching for sites in your areas. Other Franchisees will also be allowed to search for a site in that area. Other Franchisees will also be allowed to search for a site in that area. In addition, if you are presented with a site that meets QUIZNOS criteria (as determined in our or our affiliate's sole discretion) and you refuse to secure the site for any reason, the site may be offered to another Franchisee. 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 as set forth in the Operations Manual, you are not required to achieve any minimum sales quota. You may not relocate the Restaurant without our written consent. 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.