

LEASE AGREEMENT

This Lease Agreement is made by and between **Hilton, LLC ("Landlord")** and **Subway Real Estate, LLC ("Tenant")**.

The Landlord does hereby lease and let unto the Tenant, upon the terms and conditions set forth below, the following:

The premises located at **8549 Almeda Rd, BUILDING A, Houston, Texas 77054**, consisting of **approximately 1,500 square feet**, to be used only for the following purpose and none other: **Subway®-franchised sandwich shop** (the "Premises").

I. Rent

- (a) Tenant shall pay to Landlord, at the address provided herein, as rent for the Premises, without any setoff, abatement or deduction whatsoever, the sum of **\$4,050.00 per month** for the term of this Lease Agreement, which rent shall be paid in advance without demand on the first day of each month during the Lease Term.

If the Commencement Date of the Lease Agreement falls on a day other than the first day of a month, or if this Lease Agreement terminates on a day other than the last day of a month, then the monthly installment of rent shall be prorated based on the number of days in such month. All installments of rent not received by Landlord when due shall bear interest at the rate of 18% per annum or the maximum non-usurious rate allowed by law, whichever is less, from the due date (i.e. the first day of the month) until paid.

- (b) In addition to the foregoing, Tenant shall pay to Landlord as "Additional Rent" on the first day of each calendar month of the Lease Term, Tenant's proportionate share of Landlord's estimated Total Operating Expenses. If the Lease Term begins on a day other than the first day of the month, Tenant shall pay, in advance, its prorated share of Landlord's Total Operating Expenses for such partial month.

Tenant's proportionate share of Landlord's Total Operating Expenses shall be determined by a fraction, the denominator of which shall be the total number of leasable square feet in the Building, and the numerator shall be the total number of leased square feet in the Premises hereunder. The "Building" is the entire structure(s) built or to be built by Landlord on the site where the Premises are located. The accounting period for determining Landlord's Total Operating Expenses shall be the calendar year, except that the first accounting period shall commence on the Commencement Date and the last accounting period shall end on the date the lease term expires or terminates.

Total Operating Expenses shall mean all sums paid or incurred by Landlord for the maintenance and operation of the Building, including both costs allocable to the buildings and all common areas. Such costs shall include, without limitation, the costs and expense attributable to the following: repair and maintenance of the buildings and improvements constituting the Building; resurfacing, repainting and restriping parking areas; cleaning, sweeping, trash removal and other janitorial services, policing and security services; the purchase, construction, and maintenance of refuse receptacles; installing and maintaining plantings and landscaping, directional signs and other markers, car stops and the like; the costs of power, lighting and any other utilities furnished to the common areas; premiums on insurance including, fire, public liability and property damage insurance; and all Taxes (as defined below). Within ten (10) days of receipt of a written request from Tenant, Landlord shall substantiate all Common Area expenses to Tenant's satisfaction.

After ten (10) days written notice to Tenant, Landlord reserves the right to perform any obligations that are otherwise Tenant's obligations under this Lease Agreement, in which event Tenant shall promptly reimburse Landlord for the entirety of such costs of performance.

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- (c) Landlord agrees to pay all taxes, assessments, and governmental charges (collectively referred to herein as "Taxes") that accrue against the Premises, and/or the land and/or improvements of which the Premises are a part, and Tenant shall be liable for Tenant's proportionate share of the same. If at any time during the term of this Lease Agreement, there shall be levied, assessed or imposed on Landlord a capital levy or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rents from the Premises and/or the land and improvements of which the Premises are a part, then all such taxes, assessments, levies or charges, or the part thereof so measured or based, shall be deemed to be included within the term "Taxes" for the purposes hereof. The Landlord shall have the right to employ a tax consulting firm to attempt to assure a fair tax burden on the building and grounds within the applicable taxing jurisdiction. Tenant agrees to pay its proportionate share of the cost of such consultant. Tenant hereby waives and/or assigns to Landlord any rights it may have in connection with the determination of the taxable value of the building of which the Premises are a part, including, without limitation, any rights Tenant may have to receive notice of any appraisal or reappraisal of the value of the building of which the Premises are a part, or to protest the value of such building pursuant to Section 41.413 of the Texas Property Tax Code. Tenant further acknowledges and agrees that Landlord shall have no obligation to protest or appeal the valuation of the building or land of which the Premises are a part or to provide notice to Tenant of any such protest or appeal or any appraisal or reappraisal of such building or land. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises. If any such taxes are levied or assessed against Landlord or Landlord's property and (i) Landlord pays the same or (ii) the assessed value of Landlord's property is increased by the inclusion of such personal property and fixtures and Landlord pays the increased taxes, then, upon demand, Tenant shall pay to Landlord such taxes.
- (d) If Tenant's proportionate share of the actual Total Operating Expenses for the preceding accounting period exceeds the estimated payments made by Tenant, then Tenant shall pay any deficiency to Landlord within ten (10) days after Tenant's receipt of Landlord's statement. Should the estimated payments made by Tenant during the preceding accounting period exceed Tenant's proportionate share of the Total Operating Expenses, such excess shall be carried forward and credited against subsequent payments due. Landlord shall furnish to Tenant at the commencement of each accounting period an estimate of the Total Operating Expenses reasonably anticipated by Landlord for the ensuing accounting period, and Tenant's monthly proportionate share thereof. Within sixty (60) days after the end of each accounting period, upon request Landlord shall furnish to Tenant a statement showing the actual Total Operating Expenses for such period, Tenant's proportionate share thereof, and the sum of the actual payments made by Tenant during such period.
- (e) During the first full calendar year of the Lease Term, Landlord agrees that the Total Operating Expenses shall not be more than \$.60 per square foot.

2. Term of Lease Agreement

The term of this Lease Agreement (the "Lease Term") shall commence one hundred twenty (120) days after the later of: 1) Landlord's delivery of possession (as further defined in R1 of the Subway Rider); or 2) Tenant receives the Certificate of Occupancy for the Premises (the "Commencement Date") and shall expire **60 months** from the Commencement Date (the "Termination Date") unless sooner terminated as provided in this Lease Agreement.

Should Tenant not vacate the Premises by the Termination Date, this Lease Agreement shall automatically continue beyond the Lease Term on a month-to-month basis at a rate of 150% of the monthly rent set forth in Section 1(a) above. The month-to-month term shall continue until either party gives the other party written notice of termination, such termination to be effective at the end of the month following the month in which such written notice is given. If Tenant should fail to vacate the Premises after the expiration of the monthly period in which such notice has been timely given, or after this Lease has been terminated pursuant to the provisions of this Lease, then Tenant shall be a tenant at sufferance, and shall be obligated to pay Landlord 150% the monthly rent set forth in

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Section 1(a) above, during such tenancy at sufferance. Tenant shall be obligated to pay all Additional Rent, as well, during any monthly term or tenant at sufferance term.

Tenant has the option of extending this Lease Agreement for two (2) consecutive periods of five (5) years each. Such Options shall exercise automatically unless Tenant shall provide Landlord with written notice of its intention NOT to renew this Lease Agreement at least ninety (90) days prior to the expiration of the then current term.

The terms and conditions for each renewal period shall be the same as those contained herein, except for the Rent which shall be increased as follows:

Option Period 1 (Yrs 6 - 10): \$3.00 per sq. ft/month.
Option Period 2 (Yrs 11 - 15): \$3.30 per sq. ft/month.

3. Right of Entry

Landlord shall have the right, at all times, after 24 hours' notice, except in case of emergency, to enter the Premises, to view the Premises, to make repairs and to ascertain if the provisions of this Lease Agreement are being complied with, and to enforce any provision of this Lease Agreement. Tenant, further, agrees that Landlord or its agent may show the Premises to prospective purchasers of the Premises or to lending institutions or their representatives at any reasonable time, or if notice of termination of this tenancy has been given to either party, and during the last 60 days of the Lease Term, to prospective lessees during the period prior to the Termination Date. This right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to the terms of this Lease Agreement, or with the rules and regulations of any governmental body having jurisdiction from time to time.

4. Utilities

Tenant shall, at Tenant's own expense, pay all charges when due for electricity, water, sewer, gas, telephone, and for any other utility used by Tenant for the Premises (excluding any tap-in or impact fees). Tenant shall arrange to have the utilities bill Tenant directly for such services.

Except if caused by the negligence of the Landlord, its agents or employees, Landlord shall not be responsible or liable in any way whatsoever for the quality, quantity, capacity, impairment, interruption, stoppage, or other interference with any utility service and the same shall not render Landlord liable in any respect nor be construed as an eviction of Tenant (constructive or otherwise) nor work an abatement of rent, nor relieve Tenant from the obligation to fulfill any covenant or provision of this Lease Agreement.

5. Signs, Displays, and Storage

Tenant shall have the right throughout the Lease Term, at Tenant's own cost and expense, and subject to the provisions of this Section, to erect and maintain interior and exterior signs advertising its business; however, before any graphics, outside or window signs, awnings, or displays are erected, attached or placed on the exterior or interior of the Premises, or any portion thereof, Tenant shall first obtain the prior written approval of Landlord as to such graphics and signage, including, but not limited to, the design, type, size, nature, suitability, and location thereof. Landlord may withhold approval (in Landlord's sole and absolute discretion) of any graphics, sign, awning or display which Landlord determines to be of a type, nature, design, location, or size detrimental or unsuitable to the appearance of the Premises or to be improper or dangerous. Tenant shall not have the right to erect any sign on the roof of the Premises or in the parking areas. Tenant shall not display any merchandise or show cases or other obstructions on the outside of the Premises, nor store any property outside of the Premises, nor shall Tenant maintain or install any loudspeaker or any noise making device in such a manner as to be audible to anyone outside of the Premises. Tenant agrees that any signage installed by Tenant shall conform to all local codes and ordinances and is solely responsible for obtaining all necessary permits for such.

Notwithstanding the above, Tenant may use the Franchisor's standard logo and colors, and Tenant may use standard Subway® window advertising including LED "open" signs and static clings without seeking Landlord's prior approval.

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6. Insurance

During the Lease Term, Tenant shall maintain in full force and effect a policy of comprehensive general liability insurance with respect to the activities of Tenant in or about the Premises, issued by an insurance company licensed to do business in the State of Texas and with an "Excellent" financial rating as determined by Moody's or an A.M. Best rating of A-/IX, which names Landlord as an additional insured and with premiums thereon fully paid on or before the due date. Such insurance shall afford minimum protection of not less than \$2 million for personal injury to any one person, \$2 million for personal injury arising out of any one accident, and \$4 million combined single limit coverage for property damage. Fire damage legal liability should be no less than \$2 million. Failure to maintain such policy shall be an Event of Default hereunder. Upon the delivery of Possession by Landlord to Tenant, and thereafter, at Landlord's request, Tenant shall provide Landlord with satisfactory evidence of the existence and maintenance of such insurance either in the form of an insurance certificate showing that such insurance is in full force and effect and fully paid for and providing that such insurance may not be canceled without at least 30 days prior written notice to Landlord, or in the form of duplicate original insurance policies.

7. Safeguarding of Premises

Tenant shall be solely responsible for: (a) safeguarding the Premises and contents of the Premises, (b) keeping the Premises locked, and (c) safeguarding the keys to the Premises. Tenant agrees that all personal property placed on or moved into the Premises shall be at the sole risk of Tenant or the owner thereof and that Landlord shall have no responsibility for any damage caused to any such property, except only such damage as may be caused by the intentional misconduct of Landlord.

8. Maintenance

During the Lease Term, Landlord shall maintain the roof and exterior of the Premises, provided, however, that the Landlord shall be under no obligation to make repairs to the roof or the exterior of the Premises until given written notice of the need thereof by Tenant, and Landlord shall have a reasonable period of time after receipt of such notice to commence and complete such repairs deemed necessary by Landlord. Further, Landlord shall not be obligated to make any repairs to the roof or the exterior of the Premises which result from the acts or negligence of Tenant or any of Tenant's employees, agents, guests, invitees, or licensees, and Tenant shall be obligated to make all such repairs. Tenant shall maintain in good condition, and repair the interior of the Premises, including, but not limited to, all interior and exterior walls and doors to the Premises and all plate glass windows, plumbing, fixtures, the heating and air conditioning system and electrical system. At the end of the Lease Term, Tenant shall deliver the Premises to Landlord in as good condition as of the Commencement Date of this Lease, normal wear and tear excepted. Tenant shall, also, deliver all keys to the Premises to Landlord, including any duplicates of such keys made by Tenant. If Tenant should fail to surrender the Premises to Landlord as required herein, or if Tenant should fail to deliver to Landlord all keys to the Premises, Landlord shall have the right, at Tenant's expense, to restore the Premises to the required condition and/or to change the locks to the Premises, and Tenant shall reimburse Landlord for its resulting expenses and disbursements therefore within ten (10) days of receiving written request for payment from Landlord. If such is not paid within ten days as required herein, then Landlord may charge interest thereon at the rate of 18% per annum or the maximum non-usurious rate, whichever is less, from the date of any expenditure by Landlord to the date of reimbursement. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement.

9. Duty to Repair

Tenant will, at Tenant's own expense, immediately repair to Landlord's reasonable satisfaction, any damage to the Premises, and any damage to the parking areas and any other property of Landlord resulting from or caused by any use by or act of Tenant, or any employee, agent, invitee or licensee of Tenant. Tenant shall be solely responsible for compliance with the Americans with Disabilities Act within the interior of the Premises. Tenant shall not make any alterations, additions, modifications, or changes to the Premises (whether structural or non-structural, and including any painting or redecorating) without the express prior written consent of Landlord, which may be granted or withheld by Landlord at Landlord's sole and absolute discretion. Notwithstanding anything to the contrary, Tenant may use the Franchisor's standard interior decor. Tenant shall have no right to subject the Premises to a construction or materialman lien, or to make repairs to the Premises at Landlord's expense. Any approved alterations, modifications, or additions shall be accomplished at Tenant's sole cost and expense, and they shall become the property of Landlord upon the expiration or earlier termination of this Lease Agreement. Should Tenant or Tenant's employees, agents, invites, or licensees damage the Premises or other property of Landlord, or make alterations, modifications, or additions thereto without the prior written consent of Landlord, then the same shall be

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a default hereunder. Further, all costs necessary to restore the Premises and/or such other property to its prior condition shall be borne by Tenant. If Tenant fails to comply with the provisions of this Section, Landlord shall the right, in addition to the rights afforded Landlord for default hereunder, at Tenant's expense, to restore the Premises and/or such other property to its prior condition, and Tenant shall reimburse Landlord for Landlord's resulting expenses and disbursements within 10 days of receipt of a written demand for payment for such. If Tenant fails to pay such within said 10 day period, Landlord may charge interest thereon at the rate of 18% per annum or the maximum non-usurious rate, whichever is less, from the date of any expenditure by Landlord to the date of reimbursement. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease Agreement.

10. Destruction of Premises

If the Premises are damaged by fire or other casualty, Tenant shall give immediate notice of such damage to Landlord. If the damage shall substantially and materially interfere with the use by Tenant of the Premises such that Tenant cannot conduct any business thereon, and in the opinion of a registered architect, engineer or contractor selected by Landlord, such damage cannot be restored within 120 days of the date of occurrence, the Landlord and Tenant shall both have the option to terminate this Lease Agreement by providing a notice in writing to the other party within 15 days after delivery to Landlord and Tenant of the opinion of the architect, engineer, or contractor. If the Tenant and Landlord do not elect to terminate this Lease Agreement, Landlord, within a reasonable time, shall restore the Premises to substantially their condition prior to the damage. During the work or restoration, the rent shall abate in proportion to the amount of space in the Premises which the Lessee cannot reasonable use during such period. If the Tenant exercises its option to terminate this Lease Agreement, all rent paid in advance shall, subject to the terms of this Lease Agreement, be apportioned as of the date of the occurrence of the casualty. If the damage by fire or other casualty is not such as to substantially interfere with the use by Tenant of the Premises, the Landlord, upon receipt of notice of such damage, shall reasonably proceed to restore the Premises.

11. Eminent Domain

In the event that during the Lease Term any portion of the Premises is taken by eminent domain, Tenant shall have the right and option to terminate this Lease Agreement, but such option must be exercised by written notice to Landlord within 10 days after the date the condemning authority takes possession of the Premises, and the termination shall be effective as of the date such notice is given. Tenant shall have no right to participate in the proceeds payable by or from the condemning authority on account of such taking, but if Tenant exercises its option to terminate this Lease Agreement, any rent paid in advance shall be apportioned as of the date this Lease Agreement is terminated. In the event Tenant does not exercise such option, there shall be no abatement of the rent payable under this Lease. For purposes of this Section, a taking by eminent domain shall include a voluntary conveyance to a corporate or political body having the power of eminent domain under threat of eminent domain. In the event of the condemnation of the Premises, Tenant is entitled to seek any and all awards for such taking to the extent that any such award includes the loss, if any, sustained by Tenant as a result of the termination of this Lease for loss of business, fixtures, goodwill, moving expenses and attorneys' fees and costs, to the fullest extent permitted by law. In no event shall Tenant's claim reduce and/or diminish Landlord's award.

12. Use of the Premises

Tenant shall use and occupy the Premises exclusively as a **Subway®-franchised sandwich shop** and for no other purpose. Tenant shall comply with the laws, rules, and regulations of all governmental authorities and of Landlord, respecting the use of the Premises and operations and activities on the Premises, including sidewalks, streets, approaches, drives, parking areas, and entrances, and shall not make, suffer, or permit any unlawful, improper or offensive use of the Premises or permit any nuisance thereon. Tenant shall not make any use of the Premises which is illegal, which would conflict with any law, statute, ordinance, rule, or regulation affecting the Premises, or which would void or make voidable any policy of fire or extended coverage insurance covering the Premises, or any other property of the Landlord. Further, if Tenant should make any use of the Premises which causes the hazard insurance premiums on policies maintained by Landlord to be increased over normal rates for the Premises or any other property of Landlord, the amount of the increase in the premium shall be paid by Tenant as additional rent upon demand by Landlord. Tenant shall maintain the Premises and its windows in a neat and clean condition, shall keep the Premises and area around the Premises, including the parking area, clean and free from trash, and shall store all trash and garbage in suitable covered containers. Tenant shall provide its own trash and garbage containers and shall arrange and pay for at Tenant's sole expense garbage pick up services. Tenant shall maintain any permitted planter boxes, trees, shrubbery, grass, and lighting on the Premises, and those surrounding

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the parking area, and shall properly water said, and water any plants or other landscaping on or around the Premises. Tenant shall provide fire extinguishers as required by local ordinance. Tenant shall not burn any trash of any kind in or about the Premises, nor shall Tenant permit trash to accumulate or any fire or health hazard to exist on or about the Premises.

The storage of welding or flammable, toxic, hazardous, explosive, or other inherently dangerous or proscribed material in or about the Premises is expressly prohibited. Vehicles or other similar fuel-driven equipment may not be stored in the Premises. Tenant shall not store in the Premises any items which shall be in violation of any applicable order, regulation, law, or requirement imposed by any Board of Health, Sanitary Department, Police Department, or governmental agency or in violation of any other legal requirement, nor shall Tenant do, perform, or allow to be done, any illegal acts or any act or cause to be done, any act which creates or may create a nuisance in, about, or upon the Premises. Landlord acknowledges that the normal operation of Tenant's business will create certain aromas which shall not be considered a violation of this provision, provided, however, that if any Board of Health, Sanitary Department, Police Department, or other governmental agency rules that, or if any other legal requirement (i.e. deed restrictions) are held to be that, such aroma(s) are in violation of some ordinance, law, regulation or other governmental requirement, that Tenant shall take immediate steps at Tenant's sole cost and expense to remediate the aroma(s) so as to bring such into compliance.

13. Rules

Tenant agrees to abide by all rules and policies from time-to-time adopted by Landlord, whether now in effect, or that may hereafter be put into effect. Landlord shall deliver to Tenant copies of said rules and policies.

14. Assignment

Tenant shall not assign, sublease, transfer, pledge, or encumber the Premises or any interest thereon without the prior written consent of Landlord, which may be granted or withheld by Landlord in Landlord's sole discretion. Any attempted assignment, sublease, transfer, pledge or encumbrance in violation of this Section shall be void, and considered a default of this Lease Agreement. If the Tenant is a corporation, partnership, trust or similar entity, any sale, transfer, pledge or other disposition of the controlling stock, partnership interests, or beneficial interests in such entity shall be deemed an assignment of this Lease Agreement for purposes of this Section and a default hereunder. This paragraph shall not apply to Subway Real Estate, LLC, a Delaware limited liability company, or to Doctor's Associates Inc., so long as the Premises continue to be used for the operation of a Subway restaurant in accordance with the Permitted Use and the Trade Name, and so long as in each case the entity transfer and/or transaction described in this paragraph is not executed as a subterfuge to avoid the restrictions on Transfer by Tenant hereunder.

Notwithstanding the above paragraph, Tenant may assign this Lease Agreement 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.

15. Premises Buildout

Landlord agrees to perform the build out of the interior of the Premises in accordance with Exhibit A of this Lease Agreement. Tenant agrees to provide all plans and permits for such buildout. Further, Tenant shall supply all materials and supplies for the buildout.

16. Events of Default

The happening of any one or more of the following listed events ("Events of Default") shall constitute a breach of this Lease Agreement by Tenant:

- (a) The failure of Tenant to pay any rent, Additional Rent, or any other sums of money due hereunder and such failure continues for a period of 10 days after written notice to Tenant;
- (b) Tenant shall fail by any act of omission or commission, to keep, perform, or abide by any term or condition or covenant and provision of this Lease Agreement, all of which terms, provisions and covenants are deemed material and continues after 30 days written notice to Tenant;

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- (c) The failure of Tenant to accept the Premises, to promptly move into, to take possession of, and to operate its business on the Premises, or if Tenant ceases to do business in, or abandons any substantial portion of the Premises, Landlord acknowledges that Tenant shall have the right to close the business temporarily, but no more than 60 days, in order to retake the premises from the Franchisee;
- (d) Tenant becomes insolvent or unable to pay its debts as they become due, or Tenant's notification to Landlord that Tenant anticipates either condition;
- (e) Tenant files a petition for bankruptcy protection, or notifying Landlord that Tenant intends to file for such;
- (f) The appointment of a receiver or trustee for Tenant's leasehold interest in the Premises or for all or a substantial part of the assets of Tenant;
- (g) Tenant makes an assignment for the benefit of creditors;

17. Remedies of Landlord (See Subway Rider)

(a) Upon the occurrence of any Event of Default, the Landlord shall have the option to:

- (1) Immediately cancel and terminate this Lease Agreement, dispossess Tenant and resume possession of the Premises for Landlord's own account and recover immediately from Tenant (i) all unpaid rent that had been earned at the time of termination of this Lease Agreement, together with (ii) the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease Agreement until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, together with (iii) the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided, together with (iv) any other amount and court costs necessary to compensate Landlord for all damages proximately caused by Tenant's default (for purposes of this Section, the worth, at the time of award, of an amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of 2% per annum to its present worth), and/or
- (2) without terminating the Lease Agreement, Landlord may resume possession and re-lease or re-enter the Premises for the remainder of the term of this Lease for the account of Tenant and recover from Tenant, at the end of the Lease Term, or at the time each payment of rent comes due under this Lease Agreement, as Landlord may choose, the difference between the rent provided for in this Lease Agreement and the rent received on the re-lease or re-renting, together with all costs and expenses of the Landlord in connection with the re-leasing or re-renting and collection of rent and the cost of all repairs or renovations reasonably necessary in connection with the re-leasing or re-rental; if this option is exercised, Landlord shall, in addition, be entitled to recover from Tenant immediately any other amount, and attorneys' fees and court costs, necessary to compensate Landlord for all damages proximately caused by Tenant's default; and/or
- (3) without terminating this Lease Agreement, declare the entire amount of the rent and other sums due under this Lease Agreement for the remainder of the Lease Term immediately due and payable, and collect such amount, together with any other amount and attorneys' fees and court costs necessary to compensate Landlord for all damages proximately caused by Tenant's default, by any lawful procedure; and/or

(b) The remedies provided above in this Section shall be cumulative but shall not be exclusive, and in addition thereto, the Landlord may pursue such other remedies as are provided by law or in equity. In any event and irrespective of any option exercised, Tenant shall pay upon demand all of

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Landlord's costs, charges, and expenses, including attorneys' fees, agents, and others retained by Landlord, incurred in connection with the recovery of sums due under this Lease Agreement, or because of the breach of any covenant or agreement of Tenant contained in this Lease Agreement or for any other relief against Tenant.

- (c) The Tenant hereby expressly waives any notices of default not specifically provided for in this Lease Agreement.
- (d) Any waiver or release by Landlord and any cancellation, termination, or modification of this Lease Agreement must be in writing, signed by Landlord. The delivery of keys to any employee or agent of Landlord shall not operate as a surrender or termination of this Lease Agreement and no such employee or agent shall have any power to accept such keys prior to the termination of this Lease Agreement. Tenant hereby expressly waives service of any notice of Landlord's intention to re-enter. Tenant hereby further waives any and all rights to recover or regain possession of the Premises or to reinstate or redeem this Lease Agreement as permitted or provided by or under any statute, law, or decision now or hereafter in force or effect.

18. Landlord Disclaimer of Liabilities

The parties agree that Landlord is not responsible as a warehouseman and that the only relationship between Landlord and Tenant is that of landlord and tenant. As such, Landlord shall not issue Tenant any warehouse receipt, bill of lading or other document of title for the personal property which may be stored in the premises, and any description of the types of personal property which Tenant may store in the Premises, as set forth in the preamble to this Lease Agreement is not intended to evidence the actual receipt by Landlord or delivery by Tenant of any such property. Tenant expressly releases Landlord from liability for any and all damage to Tenant's property or effects stored in the Premises; for any theft thereof; for any damage to the same caused by the acts or omissions of other lessees or by the breakage of water or sewer pipes or other leakage in or about the Premises. **TENANT'S POSSESSIONS WITHIN THE PREMISES ARE SO PLACED AT TENANT'S SOLE RISK AND LANDLORD SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGE CAUSED TO SAID POSSESSIONS WHATSOEVER, UNLESS CAUSED BY THE INTENTIONAL MISCONDUCT OF LANDLORD. TENANT ACKNOWLEDGES THAT INSURANCE IS AVAILABLE FROM INDEPENDENT COMPANIES TO INSURE TENANT'S PROPERTY. LANDLORD DOES NOT CARRY INSURANCE TO COVER ANY LOSS OR DAMAGE TO THE CONTENTS OF THE PREMISES FROM ANY CAUSE WHATSOEVER AND IN ORDER TO PROTECT TENANT'S PROPERTY FROM ALL PERILS, TENANT SHOULD OBTAIN SUCH INSURANCE.**

19. Bankruptcy

In the event Tenant shall: (a) be adjudicated a bankrupt or insolvent, (b) take the benefit of any reorganization or composition proceedings or insolvency law, (c) make an assignment for the benefit of creditors, (d) suffer or permit Tenant's leasehold interest under this Lease to be levied upon or attempted to be sold under any execution or process of law, (e) suffer or permit a receiver to be appointed for Tenant, (f) fail to take possession of the Premises within 30 days after notice from Landlord that the Premises are ready for occupancy by Tenant, or (g) permit this Lease or any interest therein to pass by operation of law to any person other than the Tenant, then and hereafter, Landlord shall have the right and option to terminate this Lease, said termination to be effective immediately upon Landlord's exercise of such option, in which event Landlord shall have all of the rights and remedies provided in Paragraph 17 above.

20. Limitation of Landlord's Liability

If Landlord shall fail to perform any covenant, term or condition of this Lease Agreement upon Landlord's part to be performed, Tenant hereby releases Landlord from any personal liability for such default. **IN NO EVENT SHALL LANDLORD BE LIABLE TO TENANT FOR ANY CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, EVEN IF APPRISED OF THE POSSIBILITY OF SUCH.**

21. Notices

All rent payable and notices required to be given under this Lease Agreement to Landlord shall be paid and given at, or mailed, certified mail, return receipt requested, to:

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Hilton, LLC
PO Box 55621
Houston TX 77255

All notices given under this Lease Agreement to Tenant shall be given at, or mailed, certified mail, return receipt requested, to (See Subway Rider):

Subway Real Estate, LLC
325 Bic Drive
Milford, CT 06461
Attn: Legal Department

All such notices will be deemed delivered upon receipt or refusal to receive. It shall be the duty of both parties to notify the other in writing of any change in said addresses.

22. Attorneys' Fees

Tenant shall be obligated to pay Landlord's attorneys' fees, if Landlord retains an attorney to enforce any provisions of this Lease Agreement, or to collect any sums due hereunder, whether or not suit is filed for such enforcement or collection.

23. Parking

Tenant shall have the use of the parking facilities dedicated to the Premises at no additional monthly charge. Landlord may at Landlord's sole discretion, designate a certain number of parking spots for particular tenants in the Building, including, Tenant, if Tenant so requests. Further, Landlord reserves the right to charge a monthly fee in addition to the amounts payable otherwise under this Lease Agreement for designated parking spots. If one or more such parking spots is designated for Tenant, Tenant shall be solely responsible for professionally prepared signs (which must be approved by Landlord) denoting the designation of the parking spot(s) for Tenant. Tenant may not otherwise display signs designating parking spots for Tenant without Landlord's written approval. Doing so shall constitute a default of this Lease Agreement.

24. Waivers

The failure of Landlord to insist, in any one or more instances, upon a strict performance of any of the covenants and agreements in this Lease Agreement, or to exercise any option herein contained, shall not be construed as a waiver or a relinquishment for the future of such covenant, agreement, or option, but the same shall continue in full force and effect. The receipt or acceptance by Landlord of the rent, with knowledge of the breach of any covenant or agreement hereof, shall not be deemed as a waiver of such breach, and no waiver by Landlord of any provision of this Lease Agreement shall be deemed to have been made unless expressed in writing and signed by an authorized representative of Landlord.

No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installment of rent due under this Lease Agreement shall be deemed to be other than on account of the earliest rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease Agreement. Landlord's rights and remedies under this Lease Agreement shall be cumulative of every other right or remedy Landlord may have hereunder, at law or in equity, and if Landlord exercises one or more rights or remedies, the same shall not bar or in any way impair Landlord's exercise of other rights and remedies.

25. Security Deposit

Tenant shall pay Landlord a security deposit in the amount of **\$4,800.00**. Landlord shall hold such security deposit throughout the term of this Lease Agreement as security for the performance by Tenant of all of Tenant's obligations under this Lease Agreement. Landlord shall have the right, from time-to-time, without prejudice to any other remedy, to apply such security deposit, or any part thereof, to Landlord's damages arising from any default on the part of Tenant, including non-payment of rent. Should the entire security deposit, or any portion thereof, be applied in such manner, Tenant shall immediately upon written demand by Landlord, pay to Landlord an amount sufficient to restore such security deposit to the original amount specified above. Landlord shall have the same

Initials _____

rights and remedies for the non-payment by Tenant of any amount due on account of the security deposit as Landlord has under this Lease Agreement for Tenant's failure to pay rent. Upon the expiration or earlier termination of this Lease Agreement and performance by Tenant of all of Tenant's obligations hereunder, and assuming Tenant is not in default hereunder, Landlord shall return the security deposit, or so much thereof as shall not have been applied in accordance with the provisions of this Lease Agreement, to Tenant. While Landlord holds the security deposit, Landlord shall have no obligation to pay interest on same, and shall have the right to commingle the same with Landlord's other funds. If Landlord conveys its interest under this Lease Agreement, the security deposit, or any part thereof not previously applied, may be turned over by Landlord to Landlord's grantee, and if so turned over, Tenant agrees to look solely to such grantee for proper application of the deposit in accordance with the terms of this paragraph.

26. Subordination

This Lease Agreement, and all of the rights of the Tenant hereunder, are hereby made subject and subordinate at all times to all ground or underlying leases and to all mortgages which may now or hereafter affect the Premises, or the real property of which the Premises are a part, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required to effect such subordination. In confirmation of such subordination, Tenant shall execute within 15 days of presentment, any certificate or subordination agreement that Landlord may request.

Tenant, hereby, covenants and agrees that Tenant will, from time-to-time, within 15 days from written request by Landlord, execute and deliver to such persons as Landlord shall request a statement in recordable form, certifying that the Lease Agreement is in full force and effect, the Date of Commencement of the Lease Term, that rent is paid currently without any offset or defense thereto, the amount of rent, if any, paid in advance, and that there are no uncured defaults by Landlord, or stating those claimed by Tenant, provided that, in fact, such facts are accurate and ascertainable. If the Lease Agreement is not in good standing or if the Lease Agreement has been amended, the notice shall provide the particulars in which it is not in good standing or has been amended. The failure within said 15 day period to give written reply shall constitute a representation that the Lease Agreement is in good standing and has not been amended, which representation any person, within 5 days after expiration of said 15 day period, may rely upon as being true and correct. Such notices shall be addressed to the Landlord and the Tenant at the places prescribed in the request and to a third party at the address stated in the request. Notwithstanding the foregoing to the contrary, in no event shall Tenant be required to submit Tenant's financial statement(s).

27. Entire Agreement

The agents and employees of Landlord are not authorized to make any representations or warranties about the Premises, and any statements about the Premises, whether written or oral, which are not contained in this Lease Agreement, are not binding on Landlord. This Lease Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supercedes any prior discussions, understandings, or written or oral agreements between the parties with respect to the subject matter hereof. This Lease Agreement may not be modified or amended, except by a written agreement, dated subsequent to the date hereof, and duly executed by the parties hereto.

28. Landlord's Lien

Tenant hereby grants to Landlord a lien and security interest on all property of Tenant now or hereafter placed in or upon the Premises, and such property shall be and remain subject to such lien and security interest of Landlord for payment of all rent and other sums agreed to be paid by Tenant herein. It is provided, however, that Landlord shall not have a lien with respect to the Premises which would be superior to a lien from a lending institution, supplier or leasing company, if such lending institution, supplier or leasing company has a perfected security interest in the equipment, furniture, or other tangible personal property and which security interest has its origin in a transaction whereby Tenant acquired such equipment, furniture or other tangible property.

The provisions of this paragraph relating to such lien and security interest shall constitute a security agreement under and subject to the Uniform Commercial Code so that Landlord shall have and may enforce a security interest on all property of Tenant now or hereafter placed in or upon the Premises, in addition to and cumulative of the Landlord's liens and rights provided by law or by other terms and provisions of this Lease Agreement. Landlord agrees to subordinate its lien to Tenant's financial institution(s).



Initials _____

Tenant agrees to execute as debtor such financing statement or statements and such other documents as Landlord may now or hereafter request in order to protect or further perfect Landlord's security interest. Notwithstanding the above, Landlord shall neither sell nor withhold from Tenant, Tenant's business records.

All of Tenant's furniture, movable trade fixtures, and personal property not removed from the Premises within 5 days of the termination of this Lease Agreement, whether such termination occurs by lapse of time or otherwise, shall be conclusively presumed abandoned by Tenant, and Landlord may declare such property to be the property of Landlord, and Landlord may dispose of the property by any method it deems advisable. Landlord's rights under this paragraph shall be cumulative of its rights under this paragraph or any other paragraph of this Lease Agreement.

29. Indemnification

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, Tenant agrees to indemnify and hold harmless the Landlord from and against any and all claims, demands, damages, actions, or causes of action arising or resulting from loss, injury, or physical damage to Tenant or the property of Tenant or from the death of, or loss, injury or physical damage to the person or property or persons whomsoever resulting or arising from Tenant's use or occupancy of the Premises, or the acts or omissions of Tenant or its employees, agents, licensees, or invitees, unless caused by the intentional misconduct of Landlord.

Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon, or about the Premises from any cause whatsoever (except that which is caused by the failure of Landlord to observe any of the terms and conditions of this Lease Agreement and such failure has persisted for an unreasonable period of time after written notice of such failure from Tenant to Landlord) and Tenant hereby waives all claims in respect thereof against Landlord. Tenant's obligations under this paragraph shall survive the expiration or earlier termination of this Lease Agreement. Landlord hereby agrees to defend, indemnify and save harmless Tenant, its agents and employees, from and against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, costs and expenses (including attorneys' fees) and judgments of any kind or nature by or in favor of anyone whomsoever, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, in the Common Areas, except claims arising out of the negligence or willful act of Tenant.


30. Miscellaneous

- A. This Lease Agreement shall be construed in accordance with the laws of the State of Texas.
- B. This Lease Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns, provided however, that no assignment by Tenant in violation of the provisions of this Lease Agreement shall vest in the assignee any right, title or interest in this Lease Agreement. If this Lease Agreement has been signed by more than one party on behalf of Tenant, then all such parties shall be jointly and severally liable hereunder.
- C. If any part of this Lease Agreement is declared invalid or unenforceable under any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it shall conflict therewith, and shall be deemed modified to conform with such statute or rule of law. Any provision hereof which may prove invalid or unenforceable under any such statute or rule of law shall not affect the validity or enforceability of any other such provision hereof.
- D. The headings of the various provisions of this Lease Agreement are for convenience only, and are not to be used in construing this Lease Agreement nor ascertaining the intentions of the parties.
- E. Whenever a period of time is herein prescribed for the taking of any action by a party, said shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to terrorist act, strike, lockouts, riots, acts of God, fire, storm, flood, power failure, settlement of losses with insurance carriers, labor or material shortages, war, governmental laws, regulations or restrictions, financing, or any other cause beyond the reasonable control of said party.

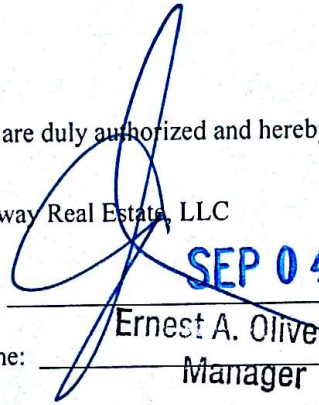
- F. Any amount due from Tenant to Landlord which is not paid when due shall bear interest at the rate of 18% per annum, or the maximum non-usurious rate allowable by law, whichever is less.
- G. Time is of the essence in the performance of all provisions of this Lease Agreement, including, but not limited to, the payment of each and every installment of rent, sales and/or rent tax, and other charges herein covenanted to be paid by Tenant to Landlord.
- H. Tenant agrees to deliver within fifteen (15) days of written request by Landlord an executed estoppel certificate identifying Tenant and this Lease Agreement and certifying and confirming certain aspects of this Lease Agreement as requested therein. Failure to deliver such as required herein shall deem such document true and correct.

IN WITNESS HEREOF, the undersigned parties are duly authorized and hereby set their hands and seals on the dates set forth below.

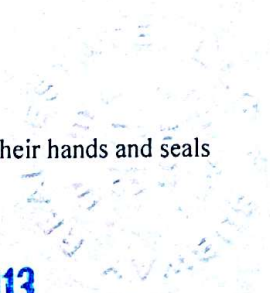
Hilton, LLC

By: 
 Name: JAMAL HONMANI
 Title: President
 Date: 9-18-13

Subway Real Estate, LLC

By: 
 Name: Ernest A. Oliver, Jr.
 Title: Manager
 Date: _____

SEP 04 2013





Initials _____

Rider to Lease Agreement dated the _____ day of _____ 2013, made by and between Hilton, LLC, ("Landlord") and Subway Real Estate, LLC, ("Tenant") (the "Lease"). Premises will be known as:

8549 Almeda Rd, Building A
Houston, Texas 77054

Notwithstanding any clause in this Lease to the contrary, the following provisions shall prevail:

Definitions:

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

Building:

The Landlord's property (including the land), of which the demised premises comprise a portion.

Premises:

The portion of the Building which is leased to Tenant.

R1. Landlord and Tenant agree and acknowledge that as a condition of Landlord's Delivery of Possession to Tenant in accordance with the Commencement Date definition in Section 2 of the Lease, Landlord shall provide the following: 1) Completion of Landlord's work and delivery of possession, including a "Letter of Sewer Availability" and an Asbestos Abatement letter (if required) to the Tenant, 2) Landlord, at Landlord's expense will provide Tenant with sufficient service units of water/wastewater capacity to service a Subway® restaurant at the Premises, and 3) Landlord will provide a receipt from the City of Houston showing that the wastewater has been paid.

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.

R2. Intentionally Deleted


R3. LANDLORD RECOGNIZES AND ACKNOWLEDGES THAT TENANT IS A DELAWARE LIMITED LIABILITY COMPANY 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. 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 DOCTOR'S ASSOCIATES, INC., 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) DOCTOR'S ASSOCIATES, INC., 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.

R4. Landlord shall 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, except when damaged by Tenant.

Further, Landlord warrants that the Building and Common Areas are fully in compliance with the Americans with Disabilities Act of 1990 and any revisions made there under, including but not limited to, any Standards and Regulations as they may change from time to time. Landlord agrees to indemnify Tenant for any damages ensuing from a lawsuit brought either by an individual or the attorney general for violation of this Code, as well as any applicable local ordinances. Any alterations required to bring the Building and/or Common Areas into compliance with the Code shall be the Landlord's sole expense and responsibility, and any charges incurred by the Landlord shall not be charged back to the Tenant either as part of the common area maintenance charges, or otherwise.

R5. Landlord will be responsible for repairing roof leaks at the Premises, unless such leaks are caused by Tenant or Tenant's contractor(s). Further, Landlord will be responsible for compliance with all codes and repairs to the plumbing and electrical systems to the Premises, however, Tenant



shall be responsible for such within the Premises during the term of this Lease. The heating and air conditioning systems, plumbing, hot water heater, and electrical systems to the Premises will be in compliance with all building codes, in good working order, and the roof will be free of leaks at the time of commencement of this Lease. Landlord shall be responsible for any and all tap fees, hook up fees, connection fees, impact fees (if any) necessary for Tenant's utilities.

R6. 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. Tenant's signs shall measure at least 36" high and extend the length of the fascia. The phrase "standard SUBWAY® signs" shall be deemed to include existing pole signs, monument signs and awnings. Additionally, Tenant may use standard SUBWAY® window advertising including but not limited to LED "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 Landlord's review. However, Tenant agrees that any signage installed by Tenant shall conform to local codes and ordinances.

In the event Tenant shall be prohibited from utilizing the Franchisor's standard décor and signage, Landlord and Tenant shall use best efforts to obtain a variance or applicable approvals. Tenant may, at Tenant's option, terminate this Lease at anytime upon thirty (30) days written notice to the Landlord should Tenant, its assignee or sublessee fail to receive any approval, permit, licenses, rezoning or variance that is required to meet or exceed its requirements as stated herein.

R7. 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 wraps, 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, but shall not be required to remain open seven (7) days per week twenty-four (24) hours per day. Landlord acknowledges that the normal operation of Tenant's business will create certain aromas including but not limited to the aroma of baking bread. No changes or additions by the Landlord will inhibit access to or visibility of the Premises or decrease parking ratio. Tenant acknowledges that the Premises will be the first of three (3) buildings (the "Complex") to be built on the property where the Premises are located. The site plan attached hereto as Exhibit A, shows the location of the three (3) building on the property. Tenant acknowledges that as the other buildings are built and other tenants lease space within the Complex, such additional tenants may naturally cause a decrease in the parking ratio from what the parking ratio is for Tenant upon the commencement of the Lease being that Tenant is the first tenant within the Complex. Tenant agrees that such additional construction of the additional two (2) buildings and the leasing thereof shall not constitute a decrease in the parking ratio or breach of this provision R7.

R8. 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

ninety (90) days of any failure to perform any of the terms or conditions of this Lease by Tenant, its sublessee, or assignee. 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, LLC
325 Bic Drive
Milford, CT 06461,
 - (2) To the Development Agent at:
Subway Development of SE Texas
14340 Torrey Chase, Suite 190
Houston, TX 77014
Attn: William Horner
 - (3) And the demised premises.

Landlord address for notice is:
Hilton, LLC
PO Box 55621
Houston TX 77255

The customary receipt shall be conclusive evidence of service, and notices shall be effective upon receipt or refusal to receive. Landlord agrees to accept rent at the above-referenced address.

Any change in the Landlord entity (including, but not limited to, property ownership, address for notices, etc.) must be authorized in writing by the named landlord, its mortgagor, or by court order and sent to all the required notification parties as listed above. Absent such acceptable authorization, Tenant shall not be in default of this Lease if it continues to pay rent, nor shall it lose any of its rights or privileges (including, but not limited to, renewal options) as specified herein.

R9. If at any time under the provisions of this Lease the consent of the Landlord or Tenant is required, it shall not be unreasonably withheld.

R10. Intentionally Deleted

R11. In the event of litigation between the Landlord and the Tenant relative to rights, obligations and duties of either party under this Lease, each party shall pay its own attorneys' fees and costs.

Further, Landlord and Tenant hereby waive any claim(s) against the 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.**

R12. If the Landlord shall fail, refuse or neglect to comply with Landlord obligations in accordance with the terms of this Lease, or if Tenant makes any repairs by reason of any act, omission or negligence of the 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 the Landlord and deduct all costs and expenses thereof from the next installment(s) of rent due under this Lease.

R13. Notwithstanding any provision in this Lease to the contrary, Landlord and Tenant agree that Tenant's aggregate liability in the event of default shall not exceed the lesser of ten (10) months' minimum monthly rent, forty thousand dollars (\$40,000) or rent due for the remainder of the Lease. Furthermore, Landlord acknowledges an affirmative duty to mitigate damages and shall in no event accelerate rent. Landlord and Tenant agree that this limitation of liability shall apply to, but not be limited to, all back and future rent, triple net charges (if applicable), late fees, attorney fees and court costs. Upon the termination of this Lease, Tenant shall be permitted access to the Premises to remove any and all logo or trademark items. Such items shall include, but shall not be limited to, signage and murals.

R14. Upon ten (10) business days written request from the Tenant, Landlord agrees to acknowledge and deliver to the Tenant a Memorandum of Lease, in recordable form provided by the Tenant. Tenant shall be fully responsible for preparing such Memorandum of Lease, including the cost and expense of preparing such, and any recording fees.

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. 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.

R15. Intentionally Deleted.

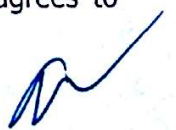
R16. Tenant may, at Tenant's option, terminate this Lease at any time. In the event Tenant chooses to exercise this option, Tenant shall be required to pay to the Landlord a sum of money equal to **ten (10)** month's base rent, **forty thousand dollars (\$40,000)** or rent for the remainder of the term, whichever is less (the "Buyout Amount"). If Tenant elects to exercise this option, it shall give Landlord at least thirty (30) days written notice thereof, which notice shall designate the date of termination and the Lease shall expire on such date. Tenant shall continue to pay all rent amounts due under the Lease through the date of termination plus the Buyout Amount, the Buyout Amount shall not include rents due through the date of termination. Tenant shall make the payment required by this section within thirty (30) days after such termination.

R17. Intentionally Deleted.

R18. Intentionally Deleted

R19. Landlord agrees not to sell, lease, let, use or permit to be used, in the Complex at any time during the initial term of this Lease or any renewal thereof to any entity which sells or serves **submarine sandwiches**. Further, current tenants shall be prohibited from adding items to their menus which conflict with this exclusive right.

Landlord warrants that Tenant shall not be in violation of any other exclusive rights when this Lease commences. Further, Landlord shall indemnify and hold the Tenant harmless from any third party claim or suit regarding any other exclusive right granted by Landlord. Landlord agrees to



provide the Tenant with all current exclusivity agreements with other tenants (as of the execution of this Lease, there are no exclusivity agreements with other tenants).

R20. If the demised premises are not delivered by Landlord to Tenant within five (5) months of the final execution of this Lease agreement, Tenant shall have the option of terminating this Lease by giving Landlord written notice. In the event Tenant chooses to terminate the Lease, Landlord agrees to execute documents related thereto and to promptly return any and all monies paid by Tenant.

R21. If any government or local agency requires an inspection for toxic or hazardous materials prior to a new tenancy, Landlord shall bear the cost of inspection. If a governmental authority requires the removal of hazardous or asbestos-related material from the Premises, lands or the Building(s) of which it forms a part, it will be the Landlord's responsibility to remove the offensive material. If the Landlord does not comply with the ordinance within thirty (30) days after written notice from the Tenant, the Tenant may have the material removed at the cost of the Landlord and deduct the cost from the next monthly rental payment(s). If said material is removed from an area that lies below the parking lot, Landlord shall immediately repair any and all damage thereto. Landlord agrees to hold Tenant harmless from any and all past, present and future environmental problems not approximately caused by the operation of Tenant's business.

R22. Tenant's share of real estate taxes and assessments, shall not include any interest or penalties which arise from Landlord's failure to pay the taxes or assessment in a timely manner. In no event shall Tenant be liable for additional rent attributable to any tax related to income, transfer, sale, excise taxes or inheritance tax imposed upon the Landlord arising out of Landlord's ownership and/or sale of the property. Should the Landlord choose to contest the imposition of any tax or assessment, the cost of maintaining any such action shall be borne solely by the Landlord, and shall not be reflected in any later charge to the Tenant. Should the Tenant be named as a party in any lawsuit involving tax or assessments, the Landlord shall indemnify the Tenant for any and all costs, including, but not limited to legal fees, which may be incurred in the defense of, or arising out of any such action.

R23. Tenant has reviewed the premises as well as the site plan attached hereto as Exhibit A and concludes that there is adequate non-exclusive parking at the Premises for parking by the Tenant's employees and customers. Furthermore, the Landlord will assure the parking areas are free of potholes, snow and ice, adequately striped and in good condition. The parking areas will be lighted, at Landlord's expense, until at least one hour after Tenant's closing.

R24. Prior to the commencement of Tenant's construction, the parties agree that in the event Tenant's sublessee is unable to secure financing to construct the premises as a Subway Sandwich Shop, Tenant may terminate this lease upon written notice to Landlord without any penalty or cost. Upon receipt of the notice, Landlord agrees to immediately return any security deposits and prepaid rents to Tenant.

R25. Intentionally Deleted.

R26. In the event Landlord does not execute this Lease and return a fully executed original within thirty (30) days of execution by Tenant, the Tenant may declare this Lease 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.

- R27. Intentionally Deleted.
R28. Intentionally Deleted.

R29. Landlord represents that there are no oral agreements affecting this Lease, exhibits and Rider, if any, attached hereto and forming a part hereof, and that this Lease supersedes and cancels any and all previous negotiations, arrangements, letters of intent, 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.

R30. In the event of any default by Landlord in the performance of any obligation to be kept or performed hereunder and the default continues for a period of thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the default (excepting that if the default is not curable within said 30 day period but Landlord begins the process to cure such default within said 30 day period), in such event 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.

R31. Tenant's responsibility to release or otherwise discharge any contractor's lien against the Premises or the Building shall be limited to that work which was performed for the benefit of and by the Tenant.

Provided the foregoing requirement has been met, should any lien or encumbrance be filed against the Premises or the shopping center, or Tenant's interest therein, by reason of Tenant's acts and omissions or because of a claim against Tenant, Tenant shall cause the same to be cancelled and discharged of record by bond or otherwise at Tenant's expense within ten (10) days after written notice by Landlord to Tenant.

R32. Landlord agrees to notify Tenant in writing in accordance with this Lease of any back charges due under this Lease 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 one hundred eighty (180) days of the date upon which Landlord becomes aware 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.

R33. On or before the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the leased premises and all of Tenant's alterations and fixtures broom clean, in good order and condition, excepting reasonable wear and tear. Tenant may, but shall not be required to remove those alterations or improvements to the leased premises which are installed by Tenant and which are trade fixtures which may be removed without material damage to the lease premises and which are in the nature of furniture, movable refrigeration, movable cooking equipment, storage and display cases, counter shelves and racks. All other alterations and fixtures including,

without limitation, those in the nature of ventilating, air conditioning, unmovable refrigeration, unmovable cooking equipment, plumbing, sprinkling systems, outlets, partitions, doors, vaults, paneling, molding or flooring shall be surrendered with the leased premises and Tenant need not remove them.


R34. Landlord, within twenty (20) days of Tenant's request, shall deliver to Tenant an executed, written, Estoppel Certificate (attached) identifying Tenant and this Lease and certifying and confirming, in addition to any information or confirmation Tenant may reasonably require, the following:

- A. That this Lease is either unmodified since its execution and in full force and effect, or modified since its execution but still in full force and effect as modified;
- B. That Tenant is not in default of any of its obligations under this Lease;
- C. The Lease Term, Rent Commencement Date, Expiration Date, Current Rent, Renewal Periods remaining as to the Leased Premises for which the Estoppel Certificate applies.

In the event Landlord shall fail to return such statement within twenty (20) days of Tenant's request, Tenant shall presume that there are no defaults, monetary or non-monetary, under the lease and Landlord shall be estopped from rebutting such presumption. Tenant may rely on such Certificate as true and correct. The information contained within the Estoppel Certificate shall be binding upon the Landlord, its assignees and successors in interest.

R35. 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.


WITNESS:



WITNESS:



Landlord: HILTON, LLC



Tenant: SUBWAY REAL ESTATE, LLC

SEP 04 2018

Signature: Ernest A. Oliver, Jr.

Name (please print): _____

Title (please print): Manager