



DLA Piper US LLP
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Fredric A. Cohen

December 8, 2006

SENT VIA OVERNIGHT DELIVERY

Nicholas P. Hansen, Esq.
Hansen Law Firm LLC
600 Grant Street, Suite 300
Denver, Colorado 80203

Justin M. Klein, Esq.
Marks & Klein LLP
63 Riverside Avenue
Red Bank, New Jersey 07701

Chris Bray
Sabrine Bray
Training Pros Inc.
7132 Pecan Creek Road
Killeen, Texas 76542

Chris Bray
Sabrine Bray
Training Pros Inc.
1378 Pecan Creek Road
Killeen, Texas 76549

Quiznos Sub
4400 East Centex Expressway, Unit 2A
Killeen, Texas 76543

RE: Notice of Termination; Franchise Agreement dated April 30, 1997 ("Agreement") Between Training Pros Inc. ("You") and QFA Royalties LLC, as successor in interest to The Quizno's Franchise Company LLC and The Quizno's Corporation ("Quizno's") for the Quiznos Sub No. 370 Located at 4400 East Centex Expressway, Unit 2A, Killeen, Texas 76543 ("Restaurant")

Ladies and Gentlemen:

You are hereby advised that TPI's franchise rights under the Agreement are terminated, effective thirty (30) days following receipt of this notice, pursuant to Section 18.3 of the Agreement, for failing to promote and operate the business in such a manner as to not detract from or adversely reflect upon the name and reputation of Quizno's and the goodwill associated with the Quizno's name and Marks as required under Section 11.1(a) of the Agreement, unless such conduct is cured within such thirty (30) day period.

Please refer to Section 18.6 of the Agreement regarding TPI's continuing obligations upon termination. Such obligations include, but are not limited to:

1. Pay Quizno's all royalties, other fees, and any and all amounts or accounts payable then owed Quizno's or its affiliates;



December 8, 2006
Page Two

2. Cease to identify itself as a Quizno's franchisee and use any marks, trade secrets, signs, symbols, devices, trade names, and other materials of Quizno's;
3. Immediately cease to identify the franchised location as being, or having been, associated with Quizno's, and immediately cease using any proprietary mark of Quizno's or any mark in any way associated with the marks and licensed methods;
4. Deliver to Quizno's all signs, sign-faces, advertising materials, forms and other materials bearing any of the marks or otherwise identified with Quizno's and obtained by and in connection with the Agreement;
5. Immediately deliver to Quizno's the Operations Manual and all other information, documents and copies thereof which are proprietary to Quizno's;
6. Promptly take action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any marks;
7. Immediately notify the telephone company and all telephone directory publishers of the termination of its right to use any telephone number and any regular, classified or other telephone director listing associated with any Mark and to authorize transfer thereof to Quizno's or its designee; and
8. Abide by all restrictive covenants set forth in Section 20 of the Agreement.

All capitalized terms not otherwise defined herein shall have their meanings as set forth in the Agreement. Please be reminded that as specified in the Agreement, all of TPI's obligations which expressly or by their nature survive their termination of the Agreement, including the non-competition and non-disclosure provisions, will continue in full force and effect despite the Agreement being terminated.

Please contact me at (312) 368-4000 should you require further information with respect to curing TPI's conduct or, alternatively, ending its franchise operations.

Sincerely,

DLA Piper US LLP

A handwritten signature in cursive script that reads 'Fredric A. Cohen'.

Fredric A. Cohen



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Chris Bray
Sabrine Bray
Training Pros Inc.
1378 Pecan Creek Road
Killeen, Texas 76549

Quiznos Sub
1200 Willow Springs Road
Killeen, Texas 76549

RE: Notice of Termination; Franchise Agreement dated October 7, 1998 ("Agreement") Between Training Pros Inc. ("TPI") and QFA Royalties LLC, as successor in interest to The Quizno's Franchise Company LLC and The Quizno's Corporation ("Quizno's") for the Quiznos Sub No. 838 Located at 1200 Willow Springs Road, Killeen, Texas 76549 ("Restaurant")

Ladies and Gentlemen:

You are hereby advised that TPI's franchise rights under the Agreement are terminated, effective immediately, pursuant to Section 18.2(b) of the Agreement, for engaging in conduct that, in the sole judgment of Quiznos, materially impairs the goodwill associated with the Marks.

Please refer to Section 18.7 of the Agreement regarding TPI's continuing obligations upon termination. Such obligations include, but are not limited to:

1. Pay Quizno's all royalties, other fees, and any and all amounts or accounts payable then owed Quizno's or its affiliates;
2. Cease to identify itself as a Quizno's franchisee and use any marks, trade secrets, signs, symbols, devices, trade names, and other materials of Quizno's;



December 8, 2006
Page Two

3. Immediately cease to identify the franchised location as being, or having been, associated with Quizno's, and immediately cease using any proprietary mark of Quizno's or any mark in any way associated with the marks and licensed methods;
4. Deliver to Quizno's all signs, sign-faces, advertising materials, forms and other materials bearing any of the marks or otherwise identified with Quizno's and obtained by and in connection with the Agreement;
5. Immediately deliver to Quizno's the Operations Manual and all other information, documents and copies thereof which are proprietary to Quizno's;
6. Promptly take action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any marks;
7. Immediately notify the telephone company and all telephone directory publishers of the termination of its right to use any telephone number and any regular, classified or other telephone director listing associated with any Mark and to authorize transfer thereof to Quizno's or its designee; and
8. Abide by all restrictive covenants set forth in Section 20 of the Agreement.

All capitalized terms not otherwise defined herein shall have their meanings as set forth in the Agreement. Please be reminded that as specified in the Agreement, all of TPI's obligations which expressly or by their nature survive their termination of the Agreement, including the non-competition and non-disclosure provisions, will continue in full force and effect despite the Agreement being terminated.

Please contact me at (312) 368-4000 should you require further information with respect to ending TPI's franchise operations.

Sincerely,

DLA Piper US LLP

A handwritten signature in black ink that reads 'Fredric A. Cohen'.

Fredric A. Cohen