

New Site Construction Information
Subway 53545 – Santa Maria

Date: November 16, 2011

Site is:

Existing

☒

To be built

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Lease Execution Date: August 2011
Build Out Time Allotted: 120 days from delivery (delivery on January 1, 2012)
Franchisee: Amit Sarin
Franchise Number: 53545
Exact Address: 1611 South Blosser Road, Santa Maria, CA
Square Footage: 1200

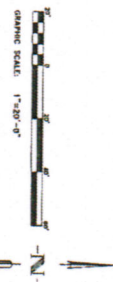
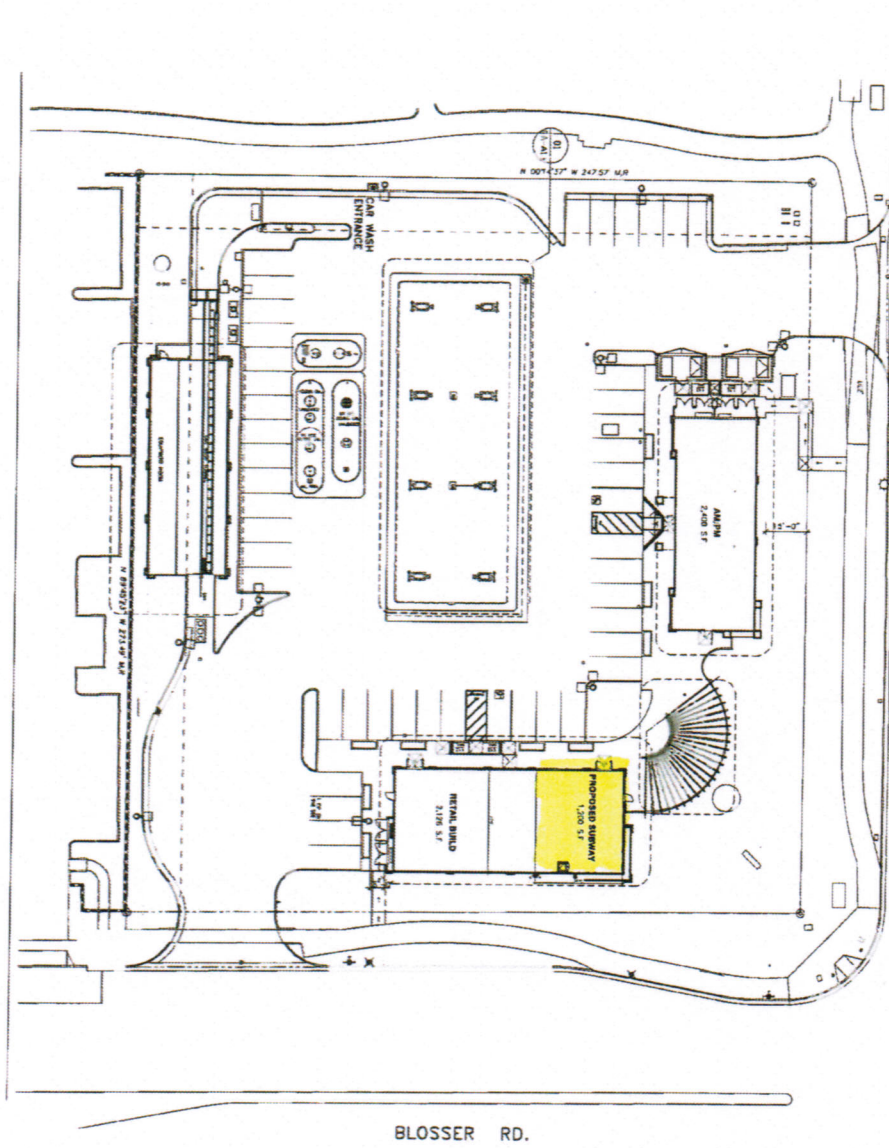
Property Contact Information:

Samir Patel
 17900 Von Karman Ave Suite 150
 Irvine, CA 92614
 949-385-1460 (office)
 310-948-1619 (cell)
 Email: spatel@irarealtycapital.com

Site Plan Attached?	Yes	No
Landlord's Work Attached:	Yes	No

Comments/Special Notes:

- Full architectural drawings due to the Landlord on 11/1/2011 so that they can start Landlords work
- Possession date is January 1 2011
- Rent Commencement date is May 1, 2011



<p>NEW ARCO AM-PM WITH DRIVE THRU CAR WASH AND RETAIL STORE S.W.C. OF BATTLES AND BLOSSER, SANTA MARIA, CA. ARCHITECTURAL SITE PLAN</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>REVISIONS</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	REVISIONS	BY																																									<p>AGC DESIGN CONCEPT, INC. 350 N. GLENDALES BLVD. SUITE 307 BURBANK, CA 91502 Phone: 818.566.4000 Fax: 818.566.4090 E-Mail: AGUEVAS@AGCCDC.COM</p>
NO.	DATE	REVISIONS	BY																																											

AS.1

EXHIBIT "B"

LANDLORD'S WORK

This Exhibit shall set forth the details of the improvements that the Landlord agrees to perform, as required by the License Agreement. To the extent the terms of the License Agreement and this Exhibit are inconsistent, the terms of this Exhibit shall prevail.

Subject to the terms and conditions set forth in the License Agreement and herein, the Landlord agrees to deliver to Tenant the Premises complete with the Landlord's Work no later than January 1, 2012 ("Anticipated Delivery Date"). Notwithstanding the forgoing, the Landlord shall have the right to deliver possession of the Premises to Tenant even if Landlord has not completed all of Landlord's Work. Tenant acknowledges and agrees that Landlord may continue to complete Landlord's Work required for occupancy by Tenant after the Anticipated Delivery Date and that the Commencement Date occurs at the time that Landlord has turned the Premises over to Tenant so that Tenant may commence Tenant's Work. The Anticipated Delivery Date is an estimate and such estimate is not and shall not be deemed to be a representation or warranty by Landlord that Landlord's Work shall be complete on such date.

Tenant acknowledges and agrees that Tenant, at Tenant's sole cost and expense, shall engage and architect, engineer, and all other professionals Tenant deems necessary to develop detailed plans and specifications for the construction of the Landlord's Work and Tenant's Work (as the terms are defined in the License Agreement). Landlord and Tenant shall cooperate with one another in the development of the plans and specifications for the Landlord's Work and Tenant's Work. All costs associated with the development of the plans and specifications for the Landlord's Work and Tenant's Work, including, but not limited to, architect's fees, engineer fees, permit fees, inspections, taxes, and other governmental and non-governmental fees shall be the sole responsibility of the Tenant. Tenant acknowledges and agrees that, in order for Landlord to deliver the Tenant the Premises with Landlord's Work completed on the Anticipated Delivery Date, the Landlord must have a complete set of plans and specifications for the Landlord's Work as well as all appropriate governmental permits and approvals, on or prior to November 1, 2011. Accordingly, Tenant shall make its best efforts to deliver the plans, specifications, permits and approvals related to the Landlord's Work on or prior to November 1, 2011.

On or prior to November 1, 2011, the Tenant shall deliver to Landlord one permitted, complete and detailed set of plans and specifications for the improvements to be constructed within the Premises by Landlord and Tenant ("Complete Plans"). Based on the Complete Plans delivered by the Tenant, the Landlord agrees to construct the following improvement, subject to the following limitations:

Walls: Construct demising walls (i.e. drywall) which is finished, taped and sanded so that it is ready to receive the Tenant's finishes. The demising walls shall be unpainted.

Landlord's Initials



Tenant's Initials



Floors: Deliver a concrete slab smoothly finished floor. The slab shall be level and on a single plane without depressions or raised areas.

Lighting: Install no more than eighteen (18) Two by two (2 by 2) drop in fluorescent T-8 electronic four (4) tube, one ballast light fixtures, including lamps.

Ceiling: Ceiling shall be two by two (2 by 2) white restaurant quality vinyl rock Ceiling tiles with an exposed white T-bar suspensions system.

Water and Sewer: Install water and sewer lines. At Tenant's request, Landlord will install no more than one (1) forty (40) gallon electrical water heater, and a one inch (1") water line with shut-off in premises. Landlord shall pay the sewer connection fee if required by governmental authorities.

Restrooms: Construct one handicapped accessible restroom with one (1) toilet, one (1) urinal, if necessary, one (1) exhaust, one (1) standard light fixture, one (1) electrical wall duplex outlet, and one (1) lavatory with hot and cold water.

Electricity: Landlord shall furnish, within the Premises, metered electrical service panel(s) with a minimum of 300 amp, 120/208 voltage, 3 phase, 4 wire, and 42 breaker panel with breakers. Landlord shall supply one (1) circuit for Tenant's exterior sign, including time-clock and electrical connection.

Telephone: Landlord shall provide a conduit for telephone service into the premises. The conduit shall terminate at the Premises. Landlord has no obligation to install

HVAC: One (1) seven (7) ton (or its equivalent) refrigerated air conditioning unit, located on the roof complete with air distribution outlets, fresh air supply, toilet exhaust and thermostat.

Traffic Impact Fees: Landlord to pay any applicable traffic impact fees. Except for the forgoing, all permits, fees and taxes related to the Landlord's Work and Tenant's Work shall be paid by the Tenant.

Sprinklers: Landlord shall install fire sprinklers (if required by code). Sprinklers shall be Roughed-in.

Landlord's Initials

Tenant's Initials