

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 06-CV-02528-JLK-CBS

BRAY et al.,

Plaintiffs,

vs.

QFA ROYALTIES LLC,

Defendant.

DECLARATION OF PLAINTIFF CHRIS BRAY

I, Chris Bray, declare as follows:

1. I am President of the Toasted Subs Franchisee Association, Inc. ("TSFA") and serve on its board of directors. My wife Sabine Bray and I are the sole shareholders in Training Pros Inc. ("TPI"). TPI owns and operates Quiznos Store No. 370, which is located at 4400 East Centex Expressway, Unit 2-A, Killeen, Texas 76543. It also owns and operates Quiznos Store No. 838, which is located at 1200 Willow Springs Road, Suite B, Killeen, Texas 76549. My wife is not currently involved nor ever has been involved in the management of the TSFA.

2. Attached to this Declaration as Exhibit A are true and correct excerpts of the April 30, 1997 Franchise Agreement governing Quiznos Store No. 370. Attached to this Declaration as Exhibit B are true and correct excerpts of the October 7, 1998 Franchise Agreement governing Quiznos Store No. 838. The full Franchise Agreements for these two stores are otherwise nearly identical with the full agreement filed as Exhibit A to the Jehad Majed Declaration in this matter.

3. On December 11, 2006, I received two letters from Frederic C. Cohen, Esq., an attorney with DLA Piper in Chicago, Illinois. Each letter is dated December 8, 2006 and purports to terminate the franchise relationship with Quiznos in relation to Quiznos Store Nos. 370 and 838. Attached to this Declaration as Exhibits C and D are true and correct copies of Mr. Cohen's letters. On December 14, 2006, Quiznos stopped taking food and supply orders for Quiznos Store No. 838, which will hinder that store's ongoing ability to operate.

4. If Quiznos' threatened termination takes effect, TPI, as well as my wife and I, will face irreparable harm, including, among other things, the impairment of their ability to maintain marketplace position and loss of goodwill. In addition, Quiznos' cure proposal threatens to impose a chilling effect on our First Amendment rights because under the proposal, TPI, my wife and I can avoid termination of the franchises only if we agree to Quiznos' coercive demand for compelled speech and restrictions on our rights to free speech and to associate. It is difficult, if not impossible, to calculate damages for the cessation of franchise operations due to the inherent nature of these harms.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Dated this 18th day of December, 2006.

s/ Chris Bray
Chris Bray