

Provision	Section in Franchise Agreement	Summary*
to purchase franchisee's business		the performance of your agreement, we have the option to purchase your business for the fair market value of your equipment, in cash, within thirty days.
p. Death or disability of franchisee	20.3	Franchise must be transferred by estate to a qualified heir or approved buyer, within a reasonable time.
q. Non-competition covenants during the term of the franchise	13.4	No involvement in any other food service business where pizza represents more than 10% of sales, non-solicitation of employees of the System for a competitor, no diversion of any business or customer to a competitor, no use of the marks, proprietary information, Manual, or operational aspects other than in connection with the Franchise Business (subject to applicable state law) .
r. Non-competition covenants after the franchise is terminated or expires	13.4	No involvement in a business whose sales are more than 10% pizza products for 2 years at your former Store location or within 5 miles of the Store or any other Marco's Store, non-solicitation of employees of the System for a competitor, no diversion of any business or customer to a competitor, no use of the marks, proprietary information, Manuals, or operational aspects (subject to applicable state law) .
s. Modification of the agreement	21.17.7	No modifications unless in writing by both parties.
t. Integration/merger clause	21.17.3	Only the terms of the Franchise Agreement are binding (subject to state law). Any representation or promises outside of the disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration/mediation	21.17.3	Except for certain claims, all disputes must be mediated in Toledo, Ohio unless contrary to applicable state law.
v. Choice of forum	21.2	All litigation, court proceedings, lawsuits, mediation proceedings and other hearings must take place only in the state district courts of Lucas County, Ohio, unless contrary to applicable state law.
w. Choice of law	21.3	Except to the extent governed by the federal trademark, the law of the State of Ohio. Please refer to the disclosure addenda and contractual amendments (Exhibit I) attached to this Disclosure Document for additional terms that may be required under applicable state law.

Development Agreement

Provision	Section in Development Agreement	Summary *
a. Length of the franchise term	4	Term expires on the earlier of (i) when the last Store to be developed opens for business, or (ii) the last date identified on the Development Schedule.
a. Length of the		Not applicable.