

Provision	Section in Franchise or Other Agreement	Summary
o. Franchisor's option to purchase franchisee's business	16E of Franchise Agreement Not applicable under Area Development Agreement	We may purchase or sublease the Restaurant, including the premises at fair market value upon termination or expiration of the Franchise Agreement.
p. Death or disability of franchisee	13D of Franchise Agreement Not applicable to the Area Development Agreement	The franchise may continue provided that, within a reasonable time (not to exceed 180 days) after death, a new representative is appointed that meets our standards. The franchise may also be transferred pursuant to the transfer restrictions.
q. Non-competition covenants during the term of the franchise	8 of Franchise Agreement Not Applicable to the Area Development Agreement	You may not divert business, own an interest in, or perform services for a competing business or interfere with our or our franchisee's employees, subject to applicable state law .
r. Non-competition covenants after the franchise is terminated or expires	16D of Franchise Agreement Not Applicable to the Area Development Agreement	You may not have direct or indirect ownership in or perform services for a competitive business for two years at the premises or within 20 miles of any other Cupbop® Restaurant; whether existing, operating, or under construction as of the date the Franchise Agreement expires or is terminated, subject to applicable state law .
s. Modification of the agreement	20J of Franchise Agreement 10C of the Area Development Agreement	Subject to our right to modify the system and operations manual, any modification must be by signed written agreement of both parties. Modifications of the Area Development Agreement must be in