

<u>Provision</u>	<u>Section in Franchise Agreement</u>	<u>Summary</u>
p. Your death or disability	Section 18.5	Your executor, administrator, conservator, guardian, or other personal representative must transfer your ownership interests in any entity which owns the franchise and/or in your Restaurant or the Franchise Agreement, to a third party approved by Company (which may be your heirs, beneficiaries, or devisees) within 180 days from the date of death or disability. Any applicable Transfer must otherwise meet Company's requirements for Transfers under the Franchise Agreement, except that any transferee that is the spouse or immediate family member of the deceased or disabled individual will not be required to pay any transfer fee if such transferee reimburses Company for any direct costs it incurs in connection with processing such Transfer (including reasonable attorneys' fees).
q. Non-competition covenants during the term of the franchise	Section 15.1	You (and your owners), and your (and their) immediate family members must not divert or attempt to divert any business or customer to a competitor; disparage or otherwise speak or write negatively about Company, the JERSEY MIKE'S brand, the System and/or JERSEY MIKE'S Restaurants; perform any act which may harm the goodwill associated with the Marks and/or the System; or own, maintain, engage in, or have any interest in any Competitive Business located or operating anywhere (including any business operated by you prior to your entry into the Franchise Agreement) <u>(subject to applicable state law)</u> . A "Competitive Business" means: (i) any restaurant or food service facility that offers and derives 25% or more of its revenue from any type of sandwich, including submarine, hoagie, hero-type, deli-style, panini, steamed, wrapped or rolled, on any type of bread, including sub rolls and other bread rolls or buns, sliced bread, pita bread, flat bread, bagels or wraps; or (ii) any business granting franchises or licenses to others to operate the types of business described in clause (i), other than a JERSEY MIKE'S Restaurant operated under a franchise agreement with Company. However, the word "sandwich" in the preceding sentence does not include hot dogs, hamburgers, or fried chicken sandwiches. These restrictions do not apply to ownership of less than 5% beneficial interest in the outstanding equity securities of any corporation registered under the Securities Exchange Act of 1934.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.2	For 2 years after the Franchise Agreement is terminated or expires, you (and your owners), and your (and their) immediate family members, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person(s), partnership, corporation, limited liability company or other entity, own, maintain, engage in, consult with or have any interest in any Competitive Business located or operating: (i) within the Metropolitan Statistical Area, as defined by the United States Census Bureau, in which your Restaurant is located; (ii) within a 10-mile radius of the Premises; or (iii) within a 10-mile radius of any other JERSEY MIKE'S Restaurant <u>(subject to applicable state law)</u> . These restrictions do not apply to ownership of less than 5% beneficial interest in the outstanding equity securities of any corporation registered under the Securities Exchange Act of 1934.
s. Modification of the agreement	Sections 6, 8 and 23	The Franchise Agreement can be modified only by written agreement signed by Company and you. Company can modify or change the System at any time, through changes in the Manual or other written notification to you.

<u>Provision</u>	<u>Section in Area Development Agreement</u>	<u>Summary</u>
n. Franchisor's right of first refusal to acquire Franchisee's business	Not Applicable	Not Applicable
o. Franchisor's option to purchase Franchisee's business	Not Applicable	Not Applicable
p. Death or disability of Franchisee	Not Applicable	Not Applicable
q. Non-competition covenants during the term of the Area Development Agreement	Sections 9.1 and 9.3	You (and your owners), and your (and their) immediate family members must not divert or attempt to divert any business or customer to a competitor; disparage or otherwise speak or write negatively about Company, the JERSEY MIKE'S brand, the System and/or JERSEY MIKE'S Restaurants; perform any act which may harm the goodwill associated with the Marks and/or the System; or own, maintain, engage in, or have any interest in any Competitive Business located or operating anywhere (including any business operated by you prior to your entry into the Franchise Agreement) <a href="#">(subject to applicable state law)</a> . You will also be bound by and comply with the covenants in each Franchise Agreement you sign with Company. These restrictions do not apply to ownership of less than 5% beneficial interest in the outstanding equity securities of any corporation registered under the Securities Exchange Act of 1934.
r. Non-competition covenants after the Area Development Agreement is terminated or expires	Sections 9.2 and 9.3	For 2 years after the Area Development Agreement is terminated, you must not, either directly or indirectly, for yourself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, limited liability company or other entity, own, maintain, engage in, consult with or have any interest in any Competitive Business located or operating (i) within the Metropolitan Statistical Area, as defined by the United States Census Bureau, in any Restaurant developed under the Area Development Agreement is located; (ii) within a 10-mile radius of any Restaurant developed under the Area Development Agreement; or (iii) within a 10-mile radius of any other JERSEY MIKE'S Restaurant <a href="#">(subject to applicable state law)</a> . You will also be bound by and comply with the covenants in each Franchise Agreement signed with Company. These restrictions do not apply to ownership of less than 5% beneficial interest in the outstanding equity securities of any corporation registered under the Securities Exchange Act of 1934.
s. Modification of the Area Development Agreement	Section 15	The Area Development Agreement can be modified only by written agreement between Company and you.
t. Integration/merger clause	Section 15	Only the terms of the Area Development Agreement and other related agreements are binding. Nothing in the Area Development Agreement or any other related agreement is intended to disclaim representations made in this Disclosure Document (subject to state law).