

(e) Costs of Enforcement. If Villa files a claim in a judicial or arbitration proceeding for amounts Franchisee or any of its owners owe Villa or any of its affiliates, or if Villa enforces this Agreement in a judicial or arbitration proceeding, Franchisee agrees to reimburse Villa for all of its costs and expenses, including reasonable accounting, paralegal, expert witness and attorneys' fees (which shall include reasonable compensation for time spent by any in-house counsel). If Villa is required to engage legal counsel in connection with Franchisee's failure to comply with this Agreement, Franchisee must reimburse Villa for any attorneys' fees it incurs.

(f) Governing Law/Exclusive Jurisdiction. This Agreement shall be construed under the laws of the State of New Jersey, provided the foregoing shall not constitute a waiver of any of Franchisee's rights under any applicable franchise law of another state. Otherwise, in the event of any conflict of law, New Jersey law will prevail, without regard to its conflict of law principles. However, if any provision of this Agreement would not be enforceable under New Jersey law, and if the Restaurant is located outside of New Jersey and such provision would be enforceable under the laws of the state in which the Restaurant is located, then such provision shall be construed under the laws of that state. Nothing in this Paragraph is intended to subject this agreement to any franchise or similar law, rule or regulation of the State of New Jersey to which it otherwise would not be subject.

Any and all disputes among Franchisor, Franchisee and any or all of their respective owners, affiliates, officers, directors, employees and agents shall be resolved in the State or Federal Courts of New Jersey (Morris County or Newark vicinage), and Franchisee and each of its owners irrevocably submits to the jurisdiction of such court and waives any objection any of them may have to either the jurisdiction of or venue in such court.

(g) Successors and Assigns. This Agreement is binding on the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest.

(h) Limitations on Legal Actions. Except with respect to Franchisee's obligations regarding use of the Licensed Marks and the Confidential Information, Franchisor and Franchisee (and its owners) each waives, to the fullest extent permitted by law, any right to or claim for any punitive, special or exemplary damages against the other. Franchisee and each of its owners waives to the fullest extent permitted by applicable law, the right to recover consequential damages for any claim directly or indirectly arising from or relating to this Agreement.

Franchisee agrees that, for Villa's franchise system to function properly, Villa should not be burdened with the costs of litigating system-wide disputes. Accordingly, any disagreement between Franchisee (and its owners) and Villa shall be considered unique as to its facts and shall not be brought as a class action, and Franchisee (and each of its owners) waives any right to proceed against Villa or any of its affiliates, officers, directors, employees, agents, successors and assigns by way of class action. In any legal action between the parties, the court shall not be precluded from making its own independent determination of the issues in question, notwithstanding the similarity of issues in any other legal action involving Villa and any other franchisee, and each party waives the right to claim that a prior disposition of the same or similar issues preclude such independent determination.

FRANCHISEE WAIVES ANY AND ALL RIGHTS, ACTIONS OR CLAIMS FOR RELIEF UNDER THE FEDERAL ACT ENTITLED "RACKETEER INFLUENCE AND CORRUPT ORGANIZATIONS", 18 U.S.C. §1961 *et seq.*

(i) Waiver of Jury Trial. THE PARTIES AGREE THAT ANY LEGAL ACTION IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED TO THE COURT SITTING WITHOUT A JURY, AND ALL PARTIES HERETO WAIVE ANY RIGHT TO HAVE ANY ACTION TRIED BY JURY.

(j) Release of Existing Liability. Franchisee hereby releases Villa and its affiliates, and their respective officers, directors, shareholders, employees, agents and assigns from and against any and all liability existing as of the date of this Agreement arising in connection with or relating to any agreements, whether written or oral, existing between Villa or its affiliates and Franchisee as of the date of this Agreement.

(k) Construction. The language of this Agreement shall be construed according to its fair meaning and not strictly against any party. The introduction, personal guarantees, exhibits and riders (if any) to this Agreement, as well as the Confidential Operations Manual, are a part of this Agreement, which constitutes the entire agreement of the parties. Except as otherwise expressly provided herein, there are no other oral or written agreements, understandings, representations or statements relating to the subject matter of this Agreement, other than the franchise offering circular, that either party may or does rely on or that will have any force or effect. Nothing in this Agreement shall be deemed to confer any rights or remedies on any person or legal entity not a party hereto. This Agreement shall not be modified, except by written agreement signed by both parties, except that the Confidential Operations Manual may be modified by Villa in accordance with the provisions of this Agreement.

The headings of sections are for convenience only and do not limit or construe their contents. The word "including" shall be construed to include the words "without limitation." The term "Franchisee" is applicable to one or more persons, a corporation, limited liability company or a partnership and its owners, as the case may be. If two or more persons are at any time Franchisee hereunder, whether as partners, joint venturers or otherwise, their obligations and liabilities to Villa shall be joint and several. The term "affiliate" shall mean any person or entity that directly or indirectly owns or controls the referenced party, that is directly or indirectly owned or controlled by the referenced party, or that is under common control with the referenced party. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of voting securities, by contract or otherwise.

This Agreement may be executed in multiple copies, each of which shall be deemed an original. Time is of the essence in this Agreement.

(l) Approvals and Consents. Whenever this Agreement requires the approval or consent of either party, the other party shall make written request therefore, and such approval or consent shall be obtained in writing.

(m) Notices and Payments. All notices, requests and reports permitted or required to be delivered by this Agreement shall be deemed delivered: (i) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (ii) on the same day of the transmission by facsimile, telegraph or other reasonably reliable electronic communication system; (iii) 1 business day after being placed in the hands of a commercial courier service for guaranteed overnight delivery; or (iv) 5 business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business

address of which the notifying party has been notified in writing. All payments and reports required by this Agreement shall be sent to us at the address identified in this Agreement unless and until a different address has been designated by written notice. No restrictive endorsement on any check or in any letter or other communication accompanying any payment shall bind Villa, and its acceptance of any such payment shall not constitute an accord and satisfaction.

(n) Receipt of Offering Circular and Agreement. Franchisee acknowledges having received Villa's franchise offering circular by the earliest of: (1) the first personal meeting to discuss the franchise; or (2) ten business days before signing a binding agreement; or (3) ten business days before making any payment to Villa relating to this Agreement. Franchisee acknowledges having received this agreement, with all blanks completed, at least 5 business days before Franchisee signed it.

(o) Patent Errors and Blanks. Villa may correct any and all patent errors and fill in all blanks in this Agreement or in any Collateral Schedule or Exhibit, consistent with the agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Franchise Agreement to be executed this _____ day of _____, _____.

**FRANCHISOR:
VILLA PIZZA, LLC**

WITNESS:

By: _____

_____ Print Name: _____

Title: _____
of Wishwell International, Inc.,
Manager

WITNESS:

FRANCHISEE:

_____ By: _____

Title: _____

EXHIBIT A
LICENSED MARKS

Pursuant to Paragraph 1 of the Agreement, Franchisee shall be authorized to use the following Licensed Mark(s) on the terms and conditions set forth in the Agreement:

VILLA PIZZA

EXHIBIT A-1
LICENSED MARKS

Pursuant to Paragraph 1 of the Agreement, Franchisee shall be authorized to use the following Licensed Mark(s) on the terms and conditions set forth in the Agreement:

COZZOLI'S PIZZA

EXHIBIT B

CONDITIONAL ASSIGNMENT OF LEASE

THIS AGREEMENT, dated this ____ day of _____, 200_, by and among Villa Pizza, LLC, (the "Franchisor"), _____, (the "Landlord") and _____, (the "Franchisee/Tenant").

WHEREAS, the Landlord and the Franchisee/Tenant are parties to a certain Lease/Sublease Agreement dated the ____ day of _____, 200_ (the "Lease") relating to premises described in Exhibit E annexed hereto (the "Premises");

WHEREAS, the Franchisee/Tenant has entered into a Franchise Agreement (the "Franchise Agreement") with the Franchisor to operate a Villa Pizza restaurant or Cozzoli's restaurant (the "Restaurant"); and

WHEREAS, in order to provide continuity of the Restaurant, the Landlord desires to grant certain rights to the Franchisor under the Lease to protect Franchisor's interest under the Franchise Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Notwithstanding anything to the contrary contained in the Lease:
 - A. The premises shall be used solely for the purpose of operating a Villa Pizza restaurant or Cozzoli's restaurant as set forth in the Franchise Agreement.
 - B. In the event the Franchise Agreement between the Franchisor and the Franchisee/Tenant shall expire or terminate, then the Franchisee/Tenant's rights pursuant to the Lease shall, at the option of the Franchisor, be assigned and transferred to it provided that the Franchisor shall assume and be liable for all of Franchisee/Tenant's obligations, duties, and liabilities pursuant to the Lease.
2. The Franchisor shall exercise said option by sending the Landlord written notice of its intention to succeed to Franchisee/Tenant's rights under the Lease by certified mail, return receipt requested within thirty (30) days after the expiration or termination of the Franchise Agreement. Said notice shall, without any further action, operate as an Assignment of Franchisee/Tenant's rights under the Lease and the assumption by the Franchisor of the obligations, liabilities, and duties of Franchisee/Tenant pursuant to the Lease. The Franchisor may thereafter assign the Lease to any Villa Pizza restaurant or Cozzoli's restaurant Franchisee, subject to Landlord's approval, which approval will not be unreasonably withheld or delayed.

3. Notices of Default

The Landlord shall mail, within five (5) days of receipt, by first class mail, postage prepaid, to the Franchisor at the address below, copies of all written notices sent to or received from the Franchisee/Tenant, including without limitation, all notices of default:

Villa Pizza, LLC
25 Washington Street
Morristown, New Jersey 07960
Attn.:

4. Right to Cure

In the event the Franchisee/Tenant shall be in default under the Lease, the Franchisor may (but shall be under no obligation to), within thirty (3) days after receipt of written notice from the Landlord, cure such default (or such longer period of time if such default is not capable of being cured within thirty (30) days and the Franchisor is diligently proceeding to cure the default) and take immediate occupancy of the Premises without the Landlord's consent. The Franchisor may at any time before or after taking occupancy, relet the Premises to another Villa Pizza restaurant or Cozzoli's restaurant Franchisee with the Landlord's written approval of the new Franchisee/Tenant, which consent shall not be unreasonably withheld or delayed.

5. Right to Assign

The Franchisee/Tenant shall be permitted to assign its interest under the Lease and all rights and obligations thereunder at any time to the Franchisor without the Landlord's consent. The Franchisor shall be permitted to assign the Lease and all rights and obligations thereunder to another Villa Pizza restaurant or Cozzoli's restaurant Franchisee/Tenant upon the Landlord's written approval of the new Franchisee/Tenant, which approval shall not be unreasonably withheld or delayed.

6. Acknowledgment of Rights

The Landlord acknowledges the Franchisor's rights under the Franchise Agreement, upon reasonable notice to the Landlord, to enter the premises to take such steps as may be necessary to protect its interest under the Franchise Agreement including the removal of any signs and other proprietary marks of the Franchisor (without damage to the Premises).

7. Modification of Lease

The Landlord and the Franchisee/Tenant will not make any material modifications to the Lease without the Franchisor's prior written consent, which consent shall not be unreasonably withheld or delayed.

8. Conflict

In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

9. Binding Effect

This Agreement shall be binding upon the personal representatives, heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed the date and year here written.

FRANCHISOR:

VILLA PIZZA, LLC

By: _____

LANDLORD:

By: _____

Address

FRANCHISEE/TENANT:

By: _____

Address

EXHIBIT C

VILLA PIZZA

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____, 200_, by and between _____ (hereinafter referred to as "Franchisee") and _____, with offices at _____ (hereinafter referred to as "Manager/Employee");

WHEREAS, Villa Pizza, LLC ("Villa") is the possessor of drawings, plans, specifications, experiences, technical knowledge recipes and know-how in the field of the construction and operation of restaurants offering food products primarily of Italian style or origin in general, and in particular, with respect to the preparation of various food products that it considers to be confidential or proprietary information of value (hereinafter referred to as "Confidential Information");

WHEREAS, Villa has granted us a license to use the Confidential Information in connection with the contemplated ownership and/or operation of a Villa Restaurant located at _____ (hereinafter referred to as the "Project") that shall necessitate the release of Confidential Information, which information may be in oral, written or pictorial form; and

WHEREAS, we are willing to make certain confidential information available to you, the extent thereof to be determined solely by Villa, and for the purpose of the Project only, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual promises, the parties hereto agree as follows:

1. That Manager/Employee shall hold confidential all information transmitted to it by Franchisee, relating to the Project, whether in oral, written or pictorial form;
2. That all written and pictorial embodiments of all of the Confidential Information received by Manager/Employee, including copies thereof, are and shall remain the property of Villa and shall be surrendered to Franchisee upon the termination of Manager/Employee's employment or earlier, as directed by Villa;
3. That Manager/Employee shall not reproduce, copy or photograph in any manner or form, any documents, drawings or memoranda embodying the Confidential Information without the express consent of Franchisee, and then only for the purpose of carrying on the purposes of the Project;
4. That no Confidential Information imparted to Manager/Employee, and no technical data acquired by it by virtue of the utilization of Villa's services as aforesaid, shall be used by it during or subsequent Manager/Employee's employment with Franchisee for benefit of any other person, firm or corporation other than for Franchisee and/or Villa, in connection with the Project, unless it shall have first secured the written consent of an officer of Franchisee to such use;

5. That Manager/Employee shall limit dissemination of the Confidential Information of Villa, made available hereunder to the extent reasonably necessary for the performance of the aforesaid services on the Project;

6. That in the event of a breach or threatened breach of any of the terms and conditions of this Agreement by Manager/Employee, Villa shall be entitled to an injunction restraining said party about to commit any breach thereof, from committing same without first proving or showing any actual damages;

7. That Manager/Employee shall not, alone or with others, directly or indirectly, represent or accept employment by any other person, firm, association, partnership or corporation for compensation, nor shall they maintain any interest as owner, stockholder, partner, investor, consultant, officer, employee, director, lender or otherwise, directly or indirectly, in any business or enterprise whatsoever, that is in competition with Villa's principal business then being carried on without the prior written consent of Villa;

8. That the obligation of confidentiality shall survive the termination of employment by Franchisee, and shall continue indefinitely until the Confidential Information has been voluntarily disclosed to the public by Villa, independently developed and disclosed by others, or otherwise enters the public domain through lawful means;

9. This Agreement supersedes and replaces any and all prior confidentiality agreements, written or oral, between the parties hereto relating to the Confidential Information covered by this Agreement. No waiver of any provisions of this Agreement or any right hereunder, or any modification hereof, and no authorization of any act not in conformity herewith shall be deemed to amend or supersede this Agreement, in whole or in part, unless such waiver or authorization in writing, specifically so provides;

10. This Agreement is governed by the laws of the State in which the Project is located.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below. Upon execution and delivery by both parties, the effective date of this Agreement shall be deemed to be the day and year first above written.

FRANCHISEE:

MANAGER/EMPLOYEE:

By: _____

By: _____

Title: _____

Title _____

Date: _____

Date: _____

EXHIBIT D

OWNERS' PERSONAL GUARANTY OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Villa Pizza, LLC Franchise Agreement dated as of _____, 200_ (the "Agreement") by and between VILLA PIZZA, LLC ("Franchisor"), and _____ ("Franchisee"), each of the undersigned owners of an interest in Franchisee hereby personally and unconditionally: (1) guarantees to Franchisor and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and that each and every representation of Franchisee made in connection with the Agreement are true, correct and complete in all respects at and as of the time given; and (2) agrees personally to be bound by, and personally liable for the breach of, each and every provision in the Agreement.

Each of the undersigned waives: (a) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (e) any and all other notices and legal or equitable defenses to which he may be entitled.

Each of the undersigned consents and agrees that: (i) his direct and immediate liability under this guaranty shall be joint and several; (ii) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (iii) such liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (iv) such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Franchisor may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the agreement.

This guaranty shall be interpreted and construed under the laws of the State of New Jersey. In the event of any conflict of law, the laws of the State of New Jersey shall prevail. Any and all disputes shall be resolved in the State or Federal Courts of New Jersey (Morris County or Newark vicinage).

IN WITNESS THEREOF, each of the undersigned has hereunto affixed his signature, under seal, on the same day and year as the Agreement was executed.

**PERCENTAGE OF OWNERSHIP
INTERESTS IN FRANCHISEE**

GUARANTOR(S)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

(Signature)

(Print Name)

DATE: _____, 200_

Subscribed and sworn to before me this _____ day of _____, 200_.

Notary Public: _____

My Commission expires: _____

EXHIBIT B-1

CONDITIONAL ASSIGNMENT OF LEASE

THIS AGREEMENT, dated this _____ day of _____, 200_, by and among Villa Pizza, LLC, (the "Franchisor"), _____, (the "Landlord") and _____, (the "Franchisee/Tenant").

WHEREAS, the Landlord and the Franchisee/Tenant are parties to a certain Lease/Sublease Agreement dated the ____ day of _____, 200_ (the "Lease") relating to premises described in Exhibit E annexed hereto (the "Premises"); and

WHEREAS, the Franchisee/Tenant has entered into a Franchise Agreement (the "Franchise Agreement") with the Franchisor to operate a Villa Pizza restaurant and

WHEREAS, in order to provide continuity of this Villa Pizza restaurant, the Landlord desires to grant certain rights to the Franchisor under the Lease to protect Franchisor's interest under the Franchise Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties agree as follows:

1. Notwithstanding anything to the contrary contained in the Lease:
 - A. The premises shall be used solely for the purpose of operating a Villa Pizza restaurant.
 - B. In the event the Franchise Agreement between the Franchisor and the Franchisee/Tenant shall expire or terminate, then the Franchisee/Tenant's rights pursuant to the Lease shall, at the option of the Franchisor, be assigned and transferred to it provided that the Franchisor shall assume and be liable for all of Franchisee/Tenant's obligations, duties, and liabilities pursuant to the Lease.
2. The Franchisor shall exercise said option by sending the Landlord written notice of its intention to succeed to Franchisee/Tenant's rights under the Lease by certified mail, return receipt requested within thirty (30) days after the expiration or termination of the Franchise Agreement. Said notice shall, without any further action, operate as an Assignment of Franchisee/Tenant's rights under the Lease and the assumption by the Franchisor of the obligations, liabilities, and duties of Franchisee/Tenant pursuant to the Lease. The Franchisor may thereafter assign the Lease to any Villa Pizza restaurant Franchisee, subject to Landlord's approval, which approval will not be unreasonably withheld or delayed.

3. Notices of Default

The Landlord shall mail, within five (5) days of receipt, by first class mail, postage prepaid, to the Franchisor at the address below, copies of all written notices sent to or received from the Franchisee/Tenant, including without limitation, all notices of default:

Villa Pizza, LLC
25 Washington Street
Morristown, New Jersey 07960

Attn.:

4. Right to Cure

In the event the Franchisee/Tenant shall be in default under the Lease, the Franchisor may (but shall be under no obligation to), within thirty (3) days after receipt of written notice from the Landlord, cure such default (or such longer period of time if such default is not capable of being cured within thirty (30) days and the Franchisor is diligently proceeding to cure the default) and take immediate occupancy of the Premises without the Landlord's consent. The Franchisor may at any time before or after taking occupancy, re-let the Premises to another Villa Pizza restaurant Franchisee with the Landlord's written approval of the new Franchisee/Tenant, which consent shall not be unreasonably withheld or delayed.

5. Right to Assign

The Franchisee/Tenant shall be permitted to assign its interest under the Lease and all rights and obligations thereunder at any time to the Franchisor without the Landlord's consent. The Franchisor shall be permitted to assign the Lease and all rights and obligations thereunder to another Villa Pizza restaurant Franchisee/Tenant upon the Landlord's written approval of the new Franchisee/Tenant, which approval shall not be unreasonably withheld or delayed.

6. Acknowledgment of Rights

The Landlord acknowledges the Franchisor's rights under the Franchise Agreement, upon reasonable notice to the Landlord, to enter the premises to take such steps as may be necessary to protect its interest under the Franchise Agreement including the removal of any signs and other proprietary marks of the Franchisor (without damage to the Premises).

7. Modification of Lease

The Landlord and the Franchisee/Tenant will not make any material modifications to the Lease without the Franchisor's prior written consent, which consent shall not be unreasonably withheld or delayed.

8. Conflict

In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall supersede and control.

9. Binding Effect

This Agreement shall be binding upon the personal representatives, heirs, successors, and assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed the date and year here written.

FRANCHISOR:

By: _____

LANDLORD:

By: _____

Address

FRANCHISEE/TENANT:

By: _____

Address

EXHIBIT B-2

VILLA PIZZA, LLC

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

THIS AGREEMENT, made as of the ___ day of _____, 200_, by and between Villa Pizza, LLC, a Delaware limited liability company, with offices at 25 Washington Street, Morristown, New Jersey 07960 (hereinafter referred to as "Villa") and _____, with offices at (hereinafter _____ referred _____ to _____ as "_____")

WHEREAS, Villa is the possessor of drawings, plans, specifications, experiences, technical knowledge recipes and know-how in the field of the construction and operation of restaurants offering food products primarily of Italian style or origin in general, and in particular, with respect to the preparation of various food products that it considers to be confidential or proprietary information of value (hereinafter referred to as "Confidential Information");

WHEREAS, Villa is prepared to release Confidential Information to _____ in connection with the contemplated ownership and/or operation of a Villa Restaurant (hereinafter referred to as the "Project") that shall necessitate the release of Confidential Information, which information may be in oral, written or pictorial form; and

WHEREAS, Villa is willing to make certain confidential information available, the extent thereof to be determined solely by Villa, and for the purpose of the Project only, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual promises, the parties hereto agree as follows:

1. That _____ shall hold confidential all information transmitted to it by Villa, relating to the Project, whether in oral, written or pictorial form;
2. That all written and pictorial embodiments of all of the Confidential Information received by _____, including copies thereof, are and shall remain the property of Villa and shall be surrendered to Villa upon the completion of the Project or earlier, as directed by Villa;
3. That _____ shall not reproduce, copy or photograph in any manner or form, any documents, drawings or memoranda embodying the Confidential Information without the express consent of Villa, and then only for the purpose of carrying on the purposes of the Project;
4. That no Confidential Information imparted to _____, and no technical data acquired by it by virtue of the utilization of Villa's services as aforesaid, shall be used by it during or subsequent to the term of this Agreement for benefit of any other person, firm or corporation other than for Villa, in connection with the Project, unless it shall have first secured the written consent of an officer of Villa to such use;

5. That _____ shall limit dissemination in its organization of the Confidential Information of Villa, made available hereunder to the extent reasonably necessary for the performance of the aforesaid services on the Project;

6. That _____ shall require each of its employees, agents and/or subcontractors exposed to Confidential Information to execute, prior to disclosure, a copy of the attached Memorandum of Confidentiality Agreement (Schedule 1) enforceable by Villa and that imposes upon them the obligations imposed upon _____ pursuant to the provisions of this Confidentiality Agreement;

7. That in the event of a breach or threatened breach of any of the terms and conditions of this Agreement by _____, its employees, agents, suppliers or subcontractors, Villa shall be entitled to an injunction restraining said party about to commit any breach thereof, from committing same without first proving or showing any actual damages.

8. That _____ shall not, alone or with others, directly or indirectly, represent or accept employment by any other person, firm, association, partnership or corporation for compensation, nor shall they maintain any interest as owner, stockholder, partner, investor, consultant, officer, employee, director, lender or otherwise, directly or indirectly, in any business or enterprise whatsoever, that is in competition with Villa's principal business than being carried on without the prior written consent of Villa.

9. That the obligation of confidentiality shall survive the expiration or termination of the last to expire or terminate of the Franchise Agreement or agreements related to the Project, and the return of all documents, and continue indefinitely until the Confidential Information has been voluntarily disclosed to the public by Villa, independently developed and disclosed by others, or otherwise enters the public domain through lawful means;

10. That _____ makes this Agreement on behalf of itself, its successors, assigns, corporate affiliates, employees, agents, suppliers and subcontractors;

11. This Agreement supersedes and replaces any and all prior confidentiality agreements, written or oral, between the parties hereto relating to the Confidential Information covered by this Agreement. No waiver of any provisions of this Agreement or any right hereunder, or any modification hereof, and no authorization of any act not in conformity herewith shall be deemed to amend or supersede this Agreement, in whole or in part, unless such waiver or authorization in writing, specifically so provides;

12. This Agreement is governed by the laws of the State of New Jersey and consents to the jurisdiction of all courts located within the State of New Jersey, County of Morris, to hear any disputes arising hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below. Upon execution and delivery by both parties, the effective date of this Agreement shall be deemed to be the day and year first above written.

ATTEST:

Secretary

By: _____

Title: _____

Date: _____

ATTEST:

VILLA PIZZA, LLC

Secretary

By: _____

Title: _____

Date: _____

SCHEDULE 1

MEMORANDUM OF CONFIDENTIALITY AGREEMENT

In consideration of my engagement by _____, and being privy to the Confidential Information provided by Villa Pizza, LLC ("Villa") pursuant to the Confidentiality & Non-Competition Agreement, dated _____, 200_, a copy of which has been presented to me, I do hereby agree to be likewise bound as an individual to the terms and conditions of that Agreement, my obligations to run to and be enforceable by both _____ and Villa, jointly and severally.

Signature of Individual Recipient

Print Name

Agreed and Accepted this ____ day of _____, 200_.

By _____
Signature of Employer/Franchisee

**SBA AMENDMENT TO
FRANCHISE AGREEMENT**

THIS AMENDMENT is made this the _____ day of _____, 200____, by and between Villa Pizza, LLC (hereinafter referred to as "Franchisor") and _____ (hereinafter referred to as "Franchisee"),

WITNESSETH:

WHEREAS, Franchisee and Franchisor heretofore entered into a Franchise Agreement on the _____ day of _____, 200__ (the "Franchise Agreement"). The Franchisee agreed among other things to operate and maintain a franchise located at _____ . Franchisee has obtained from a lender a loan (the "Loan") in which funding is provided with the assistance of the United States Small Business Administration ("SBA"). SBA requires the execution of this Addendum as a condition for obtaining the SBA assisted financing.

NOW, THEREFORE, in consideration of the mutual promises below, and for good and valuable considerations in hand paid by each of the parties to the others, the receipt and sufficiency of which all of the parties acknowledge, the parties agree as follows:

1. The Franchise Agreement is in full force and effect, and Franchisor has sent no official notice of default to Franchisee under the Franchise Agreement that remains uncured on the date hereof.
2. If the Franchise Agreement is terminated and all tangible assets of the Restaurant are to be sold under Section 26 of the Franchise Agreement and the parties are unable to agree as to a purchase price and terms, the fair market value of such premises and property shall be determined by three appraisers chosen in the following manner. Franchisee shall select one and Franchisor shall select one, and the two appraisers so chosen shall select a third appraiser. The decision of the majority of the appraisers so chosen shall be conclusive. The cost of the third appraiser shall be shared equally by the parties.
3. This Amendment shall automatically terminate on the earliest to occur of the following: (i) a termination occurs under the Franchise Agreement; (ii) the Loan is paid; or (iii) SBA no longer has any interest in the Loan.

IN WITNESS WHEREOF, the parties hereto have duly signed and executed this Amendment as of the day and year first above written.

This Amendment shall be considered an integral part of the Franchise Agreement. Except as modified or supplemented by this Amendment, all of the rights and obligations of the parties set out in the Franchise Agreement are binding on the parties hereto.

To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement or Exhibits or Attachments thereto, the terms of this Amendment shall govern.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Amendment, understands and consents to be bound by all of the terms and agrees this Amendment and all of the terms added shall become effective on the day and year first above written.

ATTEST:

VILLA PIZZA, LLC

By: _____

Its: _____

FRANCHISEE

Witness

Witness

EXHIBIT B-4

VILLA PIZZA, LLC

DEPOSIT AGREEMENT

The enclosed check, in the amount of \$ _____ Dollars shall act as a deposit toward the payment of the Initial Franchise Fee of \$ _____ if box 1 is checked or the Purchase Price of the Villa Pizza company owned restaurant for the purchase price of \$ _____ if box 2 is checked.

Check the appropriate box in either 1 or 2 below:

1. \$5,000 payable to Villa Pizza, LLC for a deposit toward the purchase of a Villa Pizza Franchise
2. \$ _____ (10% of the Purchase Price) payable to Villa Pizza, LLC shall act as a deposit toward the purchase of the Villa Pizza company restaurant at the address set out below.

We understand that the above deposit, when accepted by Villa Pizza, LLC will allow us for a 3 month period to purchase a Villa Pizza Franchise for the Initial Franchise Fee specified above or when box 2 is checked we understand our deposit shall be applied to the purchase of a company restaurant at the location set out below.

We agree when box 1 is checked if we sign a Franchise Agreement within 3 months from the date our deposit is received the total deposit will be applied as a credit to the initial franchise fee. We further agree that when box 2 is checked we must complete the purchase by executing all closing agreements within 3 months from the date our deposit is received and if we do the total deposit will be applied as a credit to the Purchase Price. If we do not sign a Franchise Agreement or complete the purchase of the Villa Pizza company restaurant in 3 months we agree that Villa Pizza may retain 50% of our deposit and shall refund the balance of our deposit within 10 days after the expiration of the 3 month period.

We understand and agree that neither our deposit nor any rights associated with it are assignable without the prior written consent of Villa Pizza, which consent may be withheld by Villa Pizza at its sole and absolute discretion.

This deposit and other payments should be made payable to "VILLA PIZZA, LLC".

By our signature below, we hereby acknowledge receipt of a completed copy of this document on the date and time indicated.

Agreed: (Prospective Franchisee(s)):

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

Signature: _____

Name: _____

Address: _____

STORE LOCATION:

Address: _____

PROPOSED FRANCHISE LOCATION:

Address: _____

Accepted: **VILLA PIZZA, LLC**

BY: _____

DATE: _____