

THE FRANCHISE RELATIONSHIP PROVISION		SECTION IN STANDARD AGREEMENT	SECTION IN AREA DEVELOPMENT AGREEMENT	SUMMARY
w.	Choice of law	§3 (f) §19 of Sublease	§13.5 (a)	Except to the extent governed by the U.S. Trademark Act, New Jersey law applies generally, except for applicable franchise laws of other states. Laws of the state in which the Premises are located governs the Sublease.*
y.	Other	Not Applicable	Not Applicable	Not Applicable

*Certain states may require different or additional disclosures (see Exhibit H), or revisions to the agreements (see Exhibit I) with respect to the choice of forum and choice of law provisions in the Franchise Agreement. The provision of the Franchise Agreement that provides for termination upon bankruptcy may not be enforceable under federal bankruptcy law (110. S.C. § 101 et. seq.)

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote the sale of our franchises.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in this disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not project sales, cost or profits of Our franchised Villa Pizza restaurants, Villa Fresh Italian Kitchen, Villa Italian Kitchen restaurants, or Tony + Benny's restaurants except as provided below in our historic financial performance representation. We do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, cost, income or profits of a Villa Pizza, Villa Fresh Italian Kitchen, Villa Italian Kitchen, or Tony + Benny's restaurant. Actual results vary from restaurant to restaurant and we cannot estimate the results of any particular franchise.

During the calendar year 2025 our affiliates operated 23 company Villa Pizza, Villa Fresh Italian Kitchen and Villa Italian Kitchen restaurants which were open for one year or more. The unaudited average annual gross sales of the 23 restaurants were \$1,011,025. Nine (9) of the 23 restaurants (or 39%) surpassed the unaudited average annual gross sales. The unaudited median annual gross sales were \$880,521. The annual gross sales for the restaurants ranged between \$444,758 and \$2,016,658. Average food and paper cost

for the 23 restaurants was 22.22% and the average labor cost was 30.29%.

During the calendar year 2025 the domestic franchise system operated 32 Villa Pizza, Villa Fresh Italian Kitchen and Villa Italian Kitchen restaurants which were open for one year or more. Of the 32 domestic franchise restaurants, 1 did not have a sales report for calendar year 2025. The unaudited average annual gross sales of the 31 reporting restaurants were \$1,069,372. Ten (10) of the 31 restaurants (or 32%) surpassed the unaudited average annual gross sales. The unaudited median gross sales of the 31 reporting restaurants were \$794,481. The annual gross sales for the restaurants ranged between \$164,813 and \$3,671,741.

Note: Of the 32 restaurants, 7 are located in a nontraditional environment such as an airport which normally has extended hours of operation and 1 is located in a nontraditional environment such as a convenience store which normally has limited menus and hours of operation vary and are distinct in nature.

There is a difference between the above affiliate restaurants and the franchise restaurants. Affiliate restaurants did not pay an initial franchise fee nor did they pay royalty fees or a national advertising fund fee, otherwise, there was no material difference.

The term "Gross Sales" means all revenues generated by the Restaurant conducted upon, from or with respect to the Restaurant, whether such sales are evidenced by cash, check, credit, charge, account or exchange. Gross Sales includes, without limitation, monies or credit received from the sale of food and merchandise, from tangible property of every kind and nature, promotional or otherwise, and for services performed from or at the Restaurant, including without limitation such off-premises services as catering and delivery. Gross Sales does not include the sale of food or merchandise for which refunds have been made in good faith to customers, nor does it include sales, meals, use or excise tax imposed by a governmental authority directly on sales and collected from customers; provided that the amount for such tax is added to the selling price or absorbed therein, and is actually paid by the owner to such governmental authority.

The above average annual gross sales figures DO NOT reflect the costs of sales, operating expenses or other cost and expenses that must be deducted from the average annual gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your franchised restaurant. Franchisees listed in this Franchise Disclosure Document may be one source of this information.

All information should be evaluated in light of current market conditions including such cost and price information as may then be available.

Some restaurants have sold this amount. Your individual results may differ. There is no assurance that you will sell as much.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Other than the preceding financial performance representation, Villa Pizza, LLC does not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by

contacting Villa Pizza, LLC, 25 Washington Street, Morristown, New Jersey 07960, (973) 285-4800, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1

System Wide Outlet Summary
(Villa Pizza, Villa Fresh Italian Kitchen, Villa Italian Kitchen and Tony + Benny's)
For Years 2023, 2024 and 2025

Outlet Type	Year	Outlets at Start of Year	Outlets at the End of the Year	Net Change
Franchised	2023	50	47	-3
	2024	47	43	-4
	2025	43	41	-2
Company-Owned	2023	33	33	0
	2024	33	28	-5
	2025	28	25	-3
Total Outlets	2023	83	80	-3
	2024	80	71	-9
	2025	71	66	-5

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