

**AREA DEVELOPMENT AGREEMENT
ATTACHMENT C
PERSONAL GUARANTY**

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PERSONAL GUARANTY

In consideration of, and as an inducement to, the execution of that certain Area Development Agreement, and any revisions, modifications, addenda and amendments thereto, (hereinafter collectively the "**Agreement**") dated _____, 20____, by and between **Noodles Development, L.P.**, a Texas limited partnership, ("**Noodles Development**") and _____ ("**Area Developer**"), each of the undersigned Personal Guarantors agrees as follows:

1. The Personal Guarantors do hereby jointly and severally unconditionally guaranty the full, prompt and complete performance of the Area Developer under the terms, covenants and conditions of the Agreement, including without limitation, compliance with all confidentiality requirements, protection and preservation of confidential information, compliance with all non-compete provisions, compliance with the terms of any and all other agreements signed by Area Developer in order to open and operate the Franchised Restaurants (as defined in the Agreement), and the complete and prompt payment of all indebtedness to Noodles Development under or in connection with the Agreement. The word "**indebtedness**" is used herein in its most comprehensive sense and includes without limitation any and all advances, debts, obligations and liabilities of the Area Developer, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable. The Personal Guarantors further agree to indemnify, defend, and save harmless Noodles Development from all losses, costs or damages arising out of any failure on the part of the Area Developer to pay amounts or indebtedness referred to in this Section 1 or to perform any of the terms, covenants, conditional or agreements referred to in this Section 1.

2. This Personal Guaranty is absolute and unconditional and applicable to all past and future indebtedness of the Area Developer without limit and however incurred and the Personal Guarantor shall not be released, discharged, mitigated, impaired or affected by:

(a) any settlements, extensions of time, indulgences, or modifications which Noodles Development may extend to or make with the Area Developer or any co-surety in respect of any one or more of the provisions of the Agreement or any other agreement; or

(b) any waiver by Noodles Development of or any failure or delay on the part of Noodles Development, to enforce any of the terms, covenants, conditions or provisions of the Agreement; or

(c) any amendments or alteration to the Agreement or any of the covenants or terms thereof; or

(d) any assignment of the Agreement by the Area Developer or Noodles Development.

The Personal Guarantor hereby expressly waives notice of the acceptance of this guaranty and indemnity and all notices of non-performance, non-payment, or non-observance on the part of the Area Developer of the terms, covenants, conditions and provisions of the Agreement.

3. The obligations of the Personal Guarantors are independent of the obligations of the Area Developer and a separate action or actions may be brought and prosecuted against any or all of the Personal Guarantors, whether or not actions are brought against the Area Developer or whether the Area Developer is joined in any action.

4. Noodles Development shall not be obligated to inquire into the power or authority of the Area Developer or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Area Developer's behalf and any obligation or indebtedness made or created in reliance upon the exercise of this power and authority shall be guaranteed hereunder. Where the Personal Guarantors are corporations, limited liability companies, or partnerships it shall be conclusively presumed that the Personal Guarantors and the shareholders, members, partners, agents, officers and directors acting on their behalf have the express authority to bind these corporations, limited liability companies, or partnerships and that these corporations, limited liability companies, or partnerships have the express power to act as the Personal Guarantors pursuant to this Personal Guaranty and that this action directly promotes the business and is in the interest of these corporations, limited liability companies, or partnerships.

5. Noodles Development, its successors and assigns, may occasionally, without notice to the undersigned: (a) resort to the undersigned for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the undersigned or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the undersigned hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Agreement or otherwise.

6. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Agreement and of the amount and terms thereof; and notice of all defaults, disputes or controversies between the Area Developer and Noodles Development resulting from the Agreement or otherwise, and the settlement, compromise or adjustment thereof.

7. This Personal Guaranty shall be enforceable by and against the respective administrators, executors, successors and assigns of the Personal Guarantors and the death of any Personal Guarantor shall not terminate the liability of the Personal Guarantor or limit the liability of the other Personal Guarantors hereunder.

8. Noodles Development shall have the right to enforce this Personal Guaranty regardless of the release and/or discharge of the Area Developer or of any other surety or of any other security held by Noodles Development or by others whether by agreement or by operation of law.

9. Without limiting the generality of the foregoing, the liability of the Personal Guarantors under this Personal Guaranty shall not be deemed to be waived, relapsed, discharged, impaired or affected by any reason of the release or discharge of the Area Developer or any surety in any receivership, bankruptcy, winding-up, or other creditor's proceeding.

10. No action or proceeding brought or instituted pursuant to this Personal Guaranty and no recovery or judgment in pursuance thereof, shall be a bar or defense to any further action or proceeding which may be brought under this Personal Guaranty by reason of any further default or defaults under this Personal Guaranty or in the performance and observance of the terms, conditions and provisions of the Agreement.

11. No modification of this Personal Guaranty shall be effective unless it is in writing and signed by both the Personal Guarantors and Noodles Development.

12. This Personal Guaranty shall, without limiting the generality of the foregoing, bind the Personal Guarantors in the same manner as though the Personal Guarantors were the Area Developer named in the Agreement.

13. This Personal Guaranty shall remain in full force and effect for the period of time as the Agreement and any notation or renewal thereof remains in force and effect, and so long as any obligation thereunder remains outstanding and undischarged.

14. There are no representations, collateral agreements, or conditions with respect to this Personal Guaranty or affecting the liability of the Personal Guarantors other than as contained herein.

15. The Personal Guarantors shall be bound by any account settled between Noodles Development and the Area Developer and, if the account has not been so settled, any account stated by Noodles Development shall be accepted by the Personal Guarantors as conclusive evidence of the amount which at the date of the account is due and owing by the Area Developer to Noodles Development.

16. Any notice which Noodles Development wishes to serve on the Personal Guarantors shall be sufficiently given if served personally on the Personal Guarantors or mailed by prepaid registered mail addressed to the Personal Guarantor at the address indicated below and every notice shall be deemed to have been given on the day it was personally served, or if mailed, on the tenth (10th) business day following the day on which it was mailed. The Personal Guarantors may designate, by notice in writing to Noodles Development, a substitute address for service. If two or more persons are named as Personal Guarantor, any notice hereunder shall be deemed to have been given to all persons are served personally or mailed in the foregoing manner to any one or more of persons.

17. All of the terms, agreements and conditions of this Personal Guaranty shall extend to and be binding upon the Personal Guarantors and the Personal Guarantors' respective heirs, executors, administrator, successors and assigns and shall inure to the benefit of and may be enforced by Noodles Development, its successors and assigns. Except as otherwise governed by applicable law, all disputes regarding the terms of this Personal Guaranty shall be resolved in accordance with the dispute resolution provisions set forth in the Agreement.

18. When used in this Personal Guaranty, all words or expressions which are capitalized shall have the same meaning as given thereto in the Agreement.

19. The each Personal Guarantor represents, acknowledges and agrees that:

- (a) he or she has obtained independent legal advice in connection with this Personal Guaranty;
- (b) he or she has read this Personal Guaranty in its entirety and has full knowledge of its contents;
- (c) he or she understands his or her rights, duties and obligations and all of the terms, conditions and representations contained in the Personal Guaranty and the consequences thereof;
- (d) he or she is subject to no compulsion or undue influence from Noodles Development; and
- (e) he or she is signing this Personal Guaranty freely, voluntarily and without constraint.

20. If more than one person has signed this Personal Guaranty, the term "the undersigned," as used herein shall refer to each person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

IN WITNESS WHEREOF, each of the undersigned has signed this Personal Guaranty under seal effective as of the ____ day of _____, 20__.

[Signature]

[Signature]

[Printed Name]

[Printed Name]

Home Address

Home Address

Home Telephone

Home Telephone

Business Telephone

Business Telephone

Date

Date

[Signature]

[Printed Name]

Home Address

Home Telephone

Business Telephone

Date

[Signature]

[Printed Name]

Home Address

Home Telephone

Business Telephone

Date