



**ATTACHMENT B
TO FRANCHISE AGREEMENT
ACKNOWLEDGEMENT**

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FROM: _____ (“Franchisee”)

AND FROM: _____
(collectively, “Personal Guarantor”)

TO: Noodles Development, L.P. (“Noodles Development”)

RE: Noodles Development Agreement dated the _____ day of _____, 20____
(“Franchise Agreement”)

In consideration of Noodles Development executing the Franchise Agreement and granting the Franchisee a franchise pursuant to the Franchise Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Franchisee and the Personal Guarantor acknowledge and agree as follows:

1. Each of the Franchisee and the Personal Guarantor acknowledge that:

(a) They have received, have had ample time to read, and have read the Franchise Agreement, including all Attachments thereto;

(b) The Franchisee and the Personal Guarantor have had an opportunity to be advised by advisors of their own choosing regarding all pertinent aspects of the franchise granted by Noodles Development and the business venture contemplated by the Franchise Agreement;

(c) Noodles Development may receive a rebate, fee or commission in connection with the goods, services or facilities purchased, leased, or obtained by the Franchisee from designated suppliers and that the benefit of the rebates or commissions may not necessarily be passed onto the Franchisee and that Noodles Development is entitled to keep the rebates or commissions for its own use and benefit;

(d) The success of the business venture contemplated to be undertaken by the Franchisee pursuant to the Franchise Agreement is speculative and depends, to a large extent, on the ability of the Franchisee as an independent corporation or business person, the acceptance of the business in the community and other factors;

(e) Noodles Development, its officers, directors, agents, employees, general partner, limited partners, or contractors do not make any representation or warranty as to the potential success of the business venture herein contemplated, nor did any one of them induce the Franchisee or the Personal Guarantor to enter into the Franchise Agreement in reliance upon any representation or warranty;

(f) They each have entered into the Franchise Agreement after making an independent investigation of the proposed business, and that they are not relying upon

any representation or warranty, express or implied, by Noodles Development or its officers, directors, employees or agents as to revenue, profits or success which the Franchisee or the Personal Guarantor might be expected to realize, nor has anyone made any other warranty or representation which is not expressly set out in the Franchise Agreement to induce the Franchisee or the Personal Guarantor to sign the Franchise Agreement.

(g) while financing is normally arranged by Franchisee with the financial institution of its choice, Franchisor may, however, in Franchisor's sole and absolute discretion, choose to assist Franchisee in developing a business plan and presenting it on Franchisee's behalf. In particular, Franchisor may assist Franchisee by providing Franchisee with the names of certain independent consultants who Franchisee could contact for the purposes of preparing a business plan appropriate for Franchisee's Franchised Restaurant (in any case, without any personal or corporate liability). In this event, the choice to contact any consultant will be completely Franchisee's and Franchisee may choose to contact another consultant altogether for the aforesaid purpose. In any event, apart from being more confident that Franchisee will be in a position to present to Franchisee's financial institution a business plan prepared under the guidance of a professional, Franchisor does not directly or indirectly benefit financially or otherwise from making the introductions. Provided further that Franchisee acknowledges that should Franchisor provide Franchisee with the names of the independent consultants, Franchisor shall assume no personal or corporate liability in this regard.

2. When used in this Acknowledgment, all words and expressions which are capitalized shall have the same meaning as given thereto in the Franchise Agreement, unless otherwise defined herein.

(Signatures on following page)

By signing below, Franchisee and Personal Guarantor indicate that they fully understand and accept all of the risks described above and all other risks not described above that may affect Franchisee's ability to profitably operate the Franchised Restaurant. Any questions or doubts which Franchisee or Personal Guarantor may have about Noodles Development or the Franchise Agreement are stated as follows:

Dated at _____, the State of _____, this _____ day of _____, 200__.

FRANCHISEE

_____ Witness	Per: _____ Name: _____, President I have authority to bind the Corporation
_____ Witness	Per: _____

GUARANTOR

Per: _____
Name: _____
Date of Birth: _____

GUARANTOR

Per: _____
Name: _____
Date of Birth: _____

GUARANTOR

Per: _____
Name: _____
Date of Birth: _____