



**ATTACHMENT E
TO FRANCHISE AGREEMENT
GUARANTY AND INDEMNITY**

ATTACHMENT E
GUARANTY AND INDEMNITY

TO: NOODLES DEVELOPMENT, L.P. ("Franchisor")

In order to induce the Franchisor to enter into a franchise agreement ("**Franchise Agreement**") dated the _____ day of _____, 200____ between each of the Franchisor and *[insert corporate name of franchisee]* ("**Franchisee**") and the undersigned (collectively "**Personal Guarantor**") and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Personal Guarantor enters into the Guarantee and Indemnity and covenants with the Franchisor as follows:

1. The Personal Guarantor hereby unconditionally guaranties the full, prompt and complete performance of the Franchisee under the terms, covenants and conditions of the Franchise 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 Franchisee in order to open and operate the Franchised Restaurants (as defined in the Franchise Agreement), and the complete and prompt payment of all indebtedness to Noodles Development under the Franchise 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 Franchisee, 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.

2. The Personal Guarantor further agrees to indemnify, defend and save harmless the Franchisor from all losses, costs or damages arising out of any failure on the part of the Franchisee to pay the amounts referred to in Section 1 hereof or to perform any of the terms, covenants, conditions, or agreements referred to in Section 1 hereof.

3. This Guaranty is absolute and unconditional and applicable to all past and future indebtedness of the Franchisee 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 the Franchisor may extend to or make with the Franchisee or any co-surety in respect of any one or more of the provisions of the Franchise Agreement or any other agreement; or

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

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

(d) any assignment of the Franchise Agreement by the Franchisee or the Franchisor.

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 Franchisee of the terms, covenants, conditions and provisions of the Franchise Agreement.

4. In the event of any default of the part of the Franchisee under the Franchise Agreement, the Franchisor shall not be required before enforcing this Guaranty and Indemnity to:

(a) proceed against the Franchisee or pursue any rights or remedies with respect to the Franchise Agreement;

(b) proceed against or exhaust any security of the Franchisee or any other person held by the Franchisor; or

(c) pursue any other remedies whatsoever in the power of the Franchisor.

5. The Franchisor shall have the right to enforce this Guaranty and Indemnity regardless of the release and/or discharge of the Franchisee or of any other surety or of any other security held by the Franchisor or by others whether by agreement or by operation of law.

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

7. No action or proceeding brought or instituted pursuant to this Guaranty and Indemnity 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 Guaranty and Indemnity by reason of any further default or defaults under this Guaranty and Indemnity or in the performance and observance of the terms, conditions and provisions of the Franchise Agreement.

8. No modification of this Guaranty and Indemnity shall be effective unless it is in writing and signed by both the Personal Guarantor and the Franchisor.

9. This Guaranty and Indemnity shall, without limiting the generality of the foregoing, bind the Personal Guarantor in the same manner as though the Personal Guarantor was the Franchisee named in the Franchise Agreement.

10. If two or more individuals sign this Guaranty and Indemnity as Personal Guarantor, the liability of each individual hereunder shall be joint and several.

11. This Guaranty and Indemnity shall remain in full force and effect for the period of time as the Franchise Agreement, any Interim Period and any notation thereof remains in force and effect, and so long as any obligation thereunder remains outstanding and undischarged.

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

13. The Personal Guarantor shall be bound by any account settled between the Franchisor and the Franchisee and, if the account has not been so settled, any account stated by the Franchisor shall be accepted by the Personal Guarantor as conclusive evidence of the amount which at the date of the account is due and owing by the Franchisee to the Franchisor.

14. Any notice which the Franchisor wishes to serve on the Personal Guarantor shall be sufficiently given if served personally on the Personal Guarantor 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 Guarantor may designate, by notice in writing to the Franchisor, 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.

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

16. When used in this Guaranty and Indemnity, all words or expressions which are capitalized shall have the same meaning as given thereto in the Franchise Agreement.

17. The Personal Guarantor represents, acknowledges and agrees that:

(a) he or she has obtained independent legal advice in connection with this Guaranty and Indemnity;

(b) he or she has read this Guaranty and Indemnity 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 Guaranty and Indemnity and the consequences thereof;

(d) he or she is subject to no compulsion or undue influence from the Franchisor; and

(e) he or she is signing this Guaranty and Indemnity freely, voluntarily and without constraint.

Dated at _____ this _____ day of _____, 200____.

PERSONAL GUARANTOR

[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____

PERSONAL GUARANTOR

[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____

PERSONAL GUARANTOR

[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____

PERSONAL GUARANTOR

[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____

PERSONAL GUARANTOR

[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____

PERSONAL GUARANTOR

[insert full legal name on birth certificate]

Date of Birth: _____
[insert date of birth on birth certificate]

Address: _____



**ATTACHMENT F
TO FRANCHISE AGREEMENT**

**STATEMENT OF SHAREHOLDERS,
MEMBERS, PARTNERS**

ATTACHMENT F
STATEMENT OF SHAREHOLDERS/MEMBERS/PARTNERS

The shareholders, members, or partners (collectively the “**Shareholders**”) of the Franchisee and their respective shareholdings are as follows:

<u>NAME OF SHAREHOLDER</u>	<u>NUMBER & DESIGNATION OF SHARES</u>
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