



**ATTACHMENT H
TO FRANCHISE AGREEMENT
STATEMENT OF FRANCHISEE**

ATTACHMENT H

STATEMENT OF FRANCHISEE

[Note: Dates and Answers Must be Completed in the Prospective Franchisee's Own Handwriting]

In order to make sure that no misunderstanding exists between you, the Franchisee, and us, Noodles Development, L.P. (also called "Noodles Development", the "Franchisor" or "we") and to make sure that no violations of law might have occurred, and understanding that we are relying on the statements you make in this document, you assure us as follows:

A. The following dates are true and correct:

- | | <u>Date</u> | <u>Initials</u> | |
|----|----------------|-----------------|--|
| 1. | _____, 200____ | ____ | The date on which I received a Franchise Offering Circular regarding the Franchised Restaurant. |
| 2. | _____, 200____ | ____ | The date of my first face-to-face meeting with Marketing Representative to discuss a possible purchase of a Franchised Restaurant. |
| 3. | _____, 200____ | ____ | The date on which I received a completed copy (other than signatures) of the Franchise Agreement which I later signed. |
| 4. | _____, 200____ | ____ | The date on which I signed the Franchise Agreement. |
| 5. | _____, 200____ | ____ | The earliest date on which I delivered cash, check or other consideration to the Marketing Representative or an officer of Noodles Development, L.P. |

B. Representations.

1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side agreements," options, right-of-first-refusal or otherwise have been made to or with me with respect to any matter (including but not limited to advertising, marketing, site location, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise), nor have I relied in any way on same, except as expressly set forth in the Franchise Agreement or an attached written Addendum signed by me and Noodles Development, except as follows: _____

(If none, you should write NONE in your own handwriting and initial.)

2. No oral, written, visual or other promises, agreements, commitments, representation, understandings, "side agreements" or otherwise which expanded upon or were inconsistent with the Offering Circular or the Franchise Agreement or any attached written addendum signed by me and an officer of Noodles Development, were made to me by any person or entity, nor have I relied in any way on same, except as follows: _____

(If none, you should write NONE in your own handwriting and initial.)

3. No oral, written, visual or other claim or representation (including but not limited to charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a combination of variables, as multiples of price and quantity to reflect gross sales, or otherwise,) which stated or suggested a specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which items might be ascertained) from Franchised Restaurants, was made to me by any person or entity, nor have I relied in any way on any, except as follows: _____

(If none, you should write NONE in your own handwriting and initial.)

4. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including but not limited to my obtaining financing, or my fully performing any of my obligations), nor have I relied in any way on same, except as expressly set forth in the Franchise Agreement or any attached written Addendum signed by me and Noodles Development: _____

(If none, you should write NONE in your own handwriting and initial.)

5. The individuals signing for me constitute all of the executive officers, partners, shareholders, investors and/or principals. Each of these individuals has reviewed the Franchise Offering Circular and all exhibits and carefully read, discussed, understands and agrees to the Franchise Agreement, each attached written Addendum and any personal guaranties.

6. I have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, before signing any binding documents or paying any sums, and Noodles Development has strongly recommended that I obtain this independent advice. I have also been strongly advised by Noodles Development to discuss my proposed purchase of a Franchised Restaurant with any existing Noodles Development franchisees before signing any binding documents or paying any sums and Noodles Development has supplied me with a list of all existing franchisees.

7. I understand that (a) entry into any business venture necessarily involves some unavoidable risk or loss or failure; (b) while the purchase of a franchise may improve the chances for success, the purchase of a Oodles the Art of Fresh™ Restaurant or any other franchise is a speculative investment; (c) investment beyond that outlined in the Offering Circular may be required to succeed; (d) there exists no guaranty against possible loss or failure

in this or any other business; and (e) the most important factors in the success of any Franchised Restaurant, including the one to be operated by me, are my personal business skills, which include marketing, sales, and management, and require sound judgment and extremely hard work.

If there are any matters inconsistent with the statements in this document or if anyone has suggested that you sign this document without all of its statements being true, correct and complete, immediately inform Noodles Development (Phone: (480) 513-7008) and our president.

You understand and agree that we do not furnish, or authorize our salespersons, brokers or others to furnish, any oral or written information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or information from which these items might be ascertained), from franchise or non-franchised units, that no results can be assured or estimated, and that actual results will vary from unit to unit.

You understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

FRANCHISEE:

MARKETING REPRESENTATIVE:

Date

Date

Reviewed by FRANCHISOR:

By: _____
Date

Its: _____