



**ATTACHMENT D - GUARANTY**

In consideration of, and as an inducement to, the signing of that certain Zero's Subs Franchise Agreement, and any revisions, modifications and amendments thereto, (collectively the "Franchise Agreement") dated \_\_\_\_\_, 2006 between Zero's Mr. Submarine, Inc., a Delaware corporation (the "Franchisor") and \_\_\_\_\_ (the "Franchisee"), each of the undersigned Guarantors agrees as follows:

1. The Guarantors jointly and severally unconditionally guaranty the full, prompt and complete performance of the Franchisee under the terms of the Franchise Agreement, including the complete and prompt payment of all indebtedness to the Franchisor under the Franchise Agreement. The word "indebtedness" includes advances, debts, obligations and liabilities of the Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and regardless of whether due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of the Guarantors are independent of the obligations of the Franchisor and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, regardless of whether actions are brought against the Franchisee or whether the Franchisee is joined in any such action.

3. If the Franchisee is a corporation, partnership or limited liability company, the Franchisor is not obligated to inquire into the power or authority of the Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on the Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority will be guaranteed hereunder. Where the Guarantors are corporations or partnerships it will be conclusively presumed that the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have the express power to act as the Guarantors pursuant to this Guaranty and that such action directly promotes the business and is in the interest of such corporations or partnerships.

4. The Franchisor, its successors and assigns, may from time to time, without notice to the Guarantors: (a) resort to the guarantors for payment of any of the indebtedness, regardless of whether the Franchisor or its successors have resorted to any property securing any of the indebtedness or proceeded against any other Guarantor or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any Guarantor 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 (regardless of whether 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 Franchise Agreement or otherwise.

5. The undersigned further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Franchise Agreement and of the amount and terms of the Franchise Agreement; and notice of all defaults, disputes or controversies between the Franchisee and the Franchisor resulting from the Franchise Agreement or otherwise, and the settlement, compromise or adjustment thereof.

6. This Guaranty is enforceable by and against the respective personal representatives, successors and assigns of the Guarantors and the death of any Guarantor will not terminate the liability of such Guarantor or limit the liability of the other Guarantors.

7. If more than one person has signed this Guaranty, the liability of each of the undersigned hereunder will be joint and several and primary as sureties.

8. In each case where the spouse of a Franchisee has signed any documents in connection with the granting of the Franchise Agreement, and you subsequently divorce from such spouse then, if you subsequently remarry, the new spouse must sign and agree to be bound by the provisions of, each of the documents previously signed by your original spouse.

IN WITNESS WHEREOF, each of the undersigned has signed this Guaranty under seal effective as of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Spouse (if married)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
Home Address

\_\_\_\_\_  
\_\_\_\_\_  
Home Address

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Home Telephone

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Home Telephone

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Business Telephone

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Business Telephone

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Date

\_\_\_\_\_  
Date

