

EXHIBIT H

PERSONAL GUARANTY

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THIS GUARANTY AGREEMENT ("Agreement") is made as of _____, by _____, an individual ("Guarantor") in favor of PROJECT PIE FRANCHISING, LLC, a Delaware Limited Liability Company (the "Company"), subject to the following recitals

RECITALS

A Guarantor's entity, _____ ("Debtor") has applied to purchase the right to develop one or more Project Pie Restaurants on the terms of the contracts (collectively referred to as the "Contracts") attached to Company's Franchise Disclosure Document ("FDD")

B Debtor is a business entity other than a partnership duly organized under the laws of the State of _____

C. When a franchisee or applicant seeking to purchase franchise rights is a business entity other than a partnership, Company requires that each person owning 15% or more of the equity or voting interests of the business entity execute a copy of this Agreement, agreeing to personally guaranty the business entity's obligations under each one of the Contracts for the benefit of Company

D Guarantor represents that he/she is one of the individuals identified on Exhibit A, which lists all of the owners of Debtor, and that Guarantor owns, either legally or beneficially, 15% or more of the equity or voting interests of Debtor

NOW, THEREFORE, in order to induce Company to enter into one or more of the Contracts with Debtor, Guarantor covenants and agrees with Company as follows

Section 1 Guaranty

a Guarantor hereby unconditionally and irrevocably guarantees to Company and Company's Affiliates the full and punctual payment and performance of all present and future amounts, liabilities and obligations of Debtor to Company, Company's Affiliates, or to any successor or transferee thereof under each of the Contracts entered into by and between Debtor and Company Guarantor's agreement shall apply regardless of whether the amounts, liabilities or obligations are liquidated or unliquidated, now exist or arise after the date of this Agreement, or consist of principal, interest, delinquency charges, costs, attorneys fees or other kinds of fees or obligations under the Contracts as they may be amended by Debtor and Company from time to time (collectively, the "Indebtedness")

b The term, "Company's Affiliates" include every business entity that controls, is controlled by, or is under common control with Company

c Payments made on the Indebtedness will not discharge or diminish the obligations and liability of Guarantor under this Agreement for any remaining and succeeding Indebtedness

d The guarantee provided for in this Agreement is an absolute, unconditional, continuing guarantee of payment and is in no way conditioned upon or limited by

(i) any attempt to collect from Debtor, (ii) any attempt to collect from, or the exercise of any rights and remedies against, any person other than Debtor who may at any time now or hereafter be primarily or secondarily liable for any or all of the Indebtedness, including, without limitation, any other maker, endorser, surety, or guarantor of all or a portion of the Indebtedness, or (iii) any resort or recourse to or against any security or collateral now or hereafter pledged, assigned, or granted to Company under the provisions of any instrument or agreement or otherwise assigned or conveyed to it

e If Debtor fails to pay any of the Indebtedness, when and as the same shall become due and payable (whether by acceleration, declaration, extension or otherwise), Guarantor shall on demand pay the same to Company in immediately available funds, in lawful money of the United States of America, at its address specified in or pursuant to this Agreement

Section 2 Solidary Obligation

Guarantor hereby binds and obligates Guarantor and Guarantor's heirs, successors and assigns in solido with Debtor for the full and punctual payment and performance of all of the Indebtedness precisely as if the same had been contracted and were due and owing by Guarantor personally

Section 3 Obligations Absolute

a The obligations and liabilities of Guarantor under this Agreement (i) are primary obligations of Guarantor, (ii) are continuing, absolute, and unconditional, (iii) shall not be subject to any counterclaim, recoupment, set-off, reduction, or defense based upon any claim that Guarantor may have against Debtor, (iv) are independent of any other guaranty or guaranties at any time in effect with respect to all or any part of the Indebtedness, and (v) may be enforced regardless of the existence of another guaranty or guaranties

b The obligations and liabilities of Guarantor under this Agreement shall not be affected, impaired, lessened, modified, waived or released by the invalidity or unenforceability of the Indebtedness or any ancillary or related document, or by the bankruptcy, reorganization, dissolution, liquidation or similar proceedings affecting Debtor or the sale or other disposition of all or substantially all of the assets of Debtor

c Guarantor hereby consents that at any time and from time to time, Company may, without in any manner affecting, impairing, lessening, modifying, waiving or releasing Guarantor's obligations or liabilities under this Agreement, do any one or more of the following, all without notice to, or further consent of, Guarantor

(1) renew, extend or otherwise change the time or terms for payment of the principal of, or interest on, any of the Indebtedness or any renewals or extensions thereof,

(2) extend or change the time or terms for performance by Debtor of any other obligations, covenants or agreements,

(3) amend, compromise, release, terminate, waive, surrender, or otherwise deal with (i) any or all of the provisions of the Indebtedness, (ii) any or all of the obligations and liabilities of Debtor or Guarantor, or (iii) any or all property or other security given at any time as collateral by Guarantor or Debtor,

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