

GUARANTEE OF PERFORMANCE

For value received, _____,
(name of guarantor)

a _____,
(state of formation and form of entity)

(the “Guarantor”), located at _____, absolutely
(address)

and unconditionally guarantees to assume the duties and obligations of

_____, located at
(name of Franchisor)

(address)

(the “Franchisor”), under its franchise registration in each state where the franchise is registered,
and under its Franchise Agreement identified in its _____ Franchise Disclosure Document, as
(year)

it may be amended, and as that Franchise Agreement may be entered into with franchisees and
amended, modified or extended from time to time. This guarantee continues until all such
obligations of the Franchisor under its franchise registrations and the Franchise Agreement are
satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has
been completely discharged, whichever first occurs. The Guarantor is not discharged from
liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of
acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of
the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at _____, _____ on the ____ day
of _____.

Guarantor: _____

By: _____

Name: _____

Title: _____