

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (this “*Guaranty Agreement*”) is executed as of September 24, 2018, by **WILLIAM P. GLASS** and **SCOTT PALMER** (each, together with such Person’s heirs, executors, personal representatives, permitted successors and permitted assigns, being hereinafter referred to as a “*Guarantor*” and collectively, as “*Guarantors*”), in favor of **LSM INITIATIVES, LLC**, a Texas limited liability company (together with its successors and assigns, any subsequent holder(s) of the Note, being hereinafter referred to as “*Lender*”).

INTRODUCTORY PROVISIONS:

A. Borrower may, from time to time, be indebted to Lender pursuant to that certain Credit Agreement dated of even date herewith (as modified, amended, renewed, extended, and restated from time to time, the “*Credit Agreement*”), by and between Borrower (as defined below) and Lender.

B. It is expressly understood among Borrower, Guarantors, and Lender that the execution and delivery of this Guaranty Agreement is a condition precedent to Lender’s obligation to make loans or extend credit under the Credit Agreement and is an integral part of the transactions contemplated thereby.

C. The value of the consideration and benefit received and to be received by Guarantors, directly or indirectly, as a result of Lender’s extension of credit to Borrower is a substantial and direct benefit to Guarantors.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Guarantors hereby guarantee to Lender the prompt payment and performance of the Guaranteed Obligations (as defined below), this Guaranty Agreement being upon the following terms and conditions:

1. **Definitions.** Any capitalized term used in this Guaranty Agreement and not otherwise defined herein shall have the meaning ascribed to such term in the Credit Agreement. In addition, the following terms have the following meanings:

“*Borrower*” means **GENTRY MILLS CAPITAL, L.L.C.**, a Texas limited liability company, and without limitation, Borrower’s successors and assigns (regardless of whether such successor or assign is formed by or results from any merger, consolidation, conversion, sale or transfer of assets, reorganization, or otherwise) including Borrower as a debtor-in-possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party hereafter appointed for Borrower or all or substantially all of its assets pursuant to any liquidation, conservatorship, bankruptcy, moratorium, rearrangement, receivership, insolvency, reorganization, or similar Debtor Relief Laws from time to time in effect.

“*Guaranteed Indebtedness*” means all (a) “*Obligations*”, as defined in the Credit Agreement, including, without limitation, any and all pre- and post-maturity interest thereon (including post-petition interest and expenses (including attorneys’ fees), if Borrower is the debtor in a bankruptcy proceeding under the Debtor Relief Laws, whether or not allowed under

any Debtor Relief Law), (b) obligations of Borrower to Lender under any documents evidencing, securing, governing and/or pertaining to all or any part of the indebtedness described in *clause (a)* above, (c) costs and expenses incurred by Lender in connection with the collection and administration of all or any part of the indebtedness and obligations described in *(a)* and *(b)* above or the protection or preservation of, or realization upon, the collateral securing all or any part of such indebtedness and obligations, including, without limitation, all reasonable attorneys' fees, and (d) renewals, extensions, modifications and rearrangements of the indebtedness and obligations described in *(a)*, *(b)* and *(c)* above.

“Guaranteed Obligations” means the Guaranteed Indebtedness and the Guaranteed Performance Obligations.

“Guaranteed Performance Obligations” means all of the obligations of Borrower under the Loan Documents other than an obligation to pay money.

2. **Payment.** Guarantors hereby unconditionally and irrevocably guarantee to Lender, as a guaranty of payment and not merely as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, by lapse of time, by acceleration of maturity, demand or otherwise, and at all times thereafter, of the Guaranteed Indebtedness. This Guaranty Agreement covers the Guaranteed Indebtedness, whether presently outstanding or arising subsequent to the date hereof, including all amounts advanced by Lender in stages or installments. The guaranty of Guarantors as set forth in this **Section 0** is a continuing guaranty of payment and not a guaranty of collection. Guarantors acknowledge and agree that Guarantors may be required to pay and perform the Guaranteed Indebtedness in full without assistance or support from Borrower or any other party. Guarantors agree that if all or any part of the Guaranteed Indebtedness shall not be punctually paid when due, whether on the scheduled payment date, by lapse of time, by acceleration of maturity or otherwise, Guarantors shall, immediately upon demand by Lender, pay the amount due on the Guaranteed Indebtedness to Lender at Lender's address as set forth in the Credit Agreement. Any such demand may be made at any time coincident with or after the time for payment of all or part of the Guaranteed Indebtedness, and may be made from time to time with respect to the same or different items of Guaranteed Indebtedness. Any such demand shall be made, given and received in accordance with the notice provisions in **Section 21** hereof.

3. **Performance.** Guarantors hereby unconditionally and irrevocably guarantee to Lender the timely performance of the Guaranteed Performance Obligations. If any of the Guaranteed Performance Obligations of Borrower are not satisfied or complied with in any respect whatsoever, and without the necessity of any notice from Lender to Guarantors, Guarantors agree to indemnify and hold Lender harmless from any and all loss, cost, liability or expense that Lender may suffer by any reason of any such non-performance or non-compliance. The obligations and liability of Guarantors under this **Section 3** shall not be limited or restricted by the existence of, or any terms of, the guaranty of payment under **Section 0** of this Guaranty Agreement.

4. Primary Liability of Guarantor.

(a) This Guaranty Agreement is an absolute, irrevocable and unconditional guaranty of payment and performance. Guarantors are and shall be liable for the payment and performance of the Guaranteed Obligations, as set forth in this Guaranty Agreement, as a primary obligor.

(b) In the event of default in payment or performance of the Guaranteed Obligations, or any part thereof, when such Guaranteed Obligations become due, whether by its terms, by acceleration, or otherwise, Guarantors shall promptly pay the amount due thereon to Lender without notice or demand of any kind or nature, in lawful money of the United States of America or perform the obligations to be performed hereunder, and it shall not be necessary for Lender in order to enforce such payment and performance by Guarantors first, or contemporaneously, to institute suit or exhaust remedies against Borrower or any other Person liable on the Guaranteed Obligations, or to enforce any rights, remedies, powers, privileges or benefits of Lender against any collateral or any other security or collateral which shall ever have been given to secure the Guaranteed Obligations.

(c) Suit may be brought or demand may be made against any Guarantor or any other guaranty in favor of Lender covering all or any part of the Guaranteed Obligations, or against any one or more of them, separately or together, without impairing the rights of Lender against any other Guarantor. Any time that Lender is entitled to exercise its rights or remedies hereunder, Lender may in its sole discretion elect to demand payment and/or performance. If Lender elects to demand performance, then it shall at all times thereafter have the right to demand payment until all of the Guaranteed Obligations have been paid and performed in full. If Lender elects to demand payment, then it shall at all times thereafter have the right to demand performance until all of the Guaranteed Obligations have been paid and performed in full.

5. Other Guaranteed Obligations. If any Guarantor becomes liable for any indebtedness owing by Borrower to Lender by endorsement or otherwise, other than under this Guaranty Agreement, such liability shall not in any manner be impaired or affected hereby, and the rights and remedies hereunder shall be cumulative of any and all other rights and remedies that Lender may ever have against such Guarantor. The exercise by Lender of any right or remedy hereunder or under any other instrument, or at law or in equity, shall not preclude the concurrent or subsequent exercise of any other right or remedy by Lender.

6. Waiver of Subrogation. Notwithstanding anything to the contrary contained herein, until the Guaranteed Obligations and any amounts payable under this Guaranty Agreement have been indefeasibly paid and performed in full and any commitments of Lender with respect to the Guaranteed Obligations are terminated, each Guarantor waives to the extent permitted by applicable law any right of subrogation, reimbursement, indemnification or contribution arising from the existence or performance of this Guaranty Agreement or any of the Loan Documents. This waiver is given to induce Lender to make the Loan to Borrower.

7. **Subordinated Debt.** All indebtedness, liabilities, and obligations of Borrower or its Affiliates to Guarantors (the “*Subordinated Debt*”) now or hereafter existing, due or to become due to Guarantors, or held or to be held by Guarantors, whether created directly or acquired by assignment or otherwise, and whether evidenced by written instrument or not, shall be expressly subordinated to the Guaranteed Obligations. Until such time as the Guaranteed Obligations are paid and performed in full and all commitments to lend under the Loan Documents have terminated, Guarantors agree not to receive or accept any payment from Borrower with respect to the Subordinated Debt at any time an Event of Default exists before or after giving effect thereto; and, in the event any Guarantor receives any payment on the Subordinated Debt in violation of the foregoing, such Guarantor will hold any such payment in trust for Lender and forthwith turn it over to Lender in the form received, to be applied to the Guaranteed Obligations, but without reducing or affecting in any manner the liability of such Guarantor under this Guaranty Agreement.

8. **Obligations Not to be Diminished.** Each Guarantor hereby agrees that his obligations under this Guaranty Agreement shall not be released, discharged, diminished, impaired, reduced, or affected for any reason or by the occurrence of any event, including, without limitation, one or more of the following events, whether or not with notice to or the consent of such Guarantor: (a) the taking or accepting of collateral as security for any or all of the Guaranteed Obligations or the release, surrender, exchange, or subordination of any collateral now or hereafter securing any or all of the Guaranteed Obligations; (b) any partial release of the liability of Borrower or the full or partial release of any other guarantor or obligor from liability for any or all of the Guaranteed Obligations; (c) any disability of Borrower, or the dissolution, insolvency, or bankruptcy of Borrower, any other guarantor, or any other party at any time liable for the payment of any or all of the Guaranteed Obligations; (d) any renewal, extension, modification, waiver, amendment, or rearrangement of any or all of the Guaranteed Obligations or any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (e) any adjustment, indulgence, forbearance, waiver, or compromise that may be granted or given by Lender to Borrower, any Guarantor, or any other party ever liable for any or all of the Guaranteed Obligations; (f) any neglect, delay, omission, failure, or refusal of Lender to take or prosecute any action for the collection of any of the Guaranteed Obligations or to foreclose or take or prosecute any action in connection with any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (g) the unenforceability or invalidity of any or all of the Guaranteed Obligations or of any instrument, document, or agreement evidencing, securing, or otherwise relating to any or all of the Guaranteed Obligations; (h) any payment by Borrower or any other party to Lender is held to constitute a preference under applicable bankruptcy or insolvency law or if for any other reason Lender is required to refund any payment or pay the amount thereof to someone else; (i) the settlement or compromise of any of the Guaranteed Obligations; (j) the non-perfection of any security interest or Lien securing any or all of the Guaranteed Obligations; (k) any impairment of any collateral securing any or all of the Guaranteed Obligations; (l) the failure of Lender to sell any collateral securing any or all of the Guaranteed Obligations in a commercially reasonable manner or as otherwise required by law; (m) any change in the corporate, partnership, or limited liability company, as applicable, existence, structure, or ownership of Borrower; or (n) any other circumstance which might otherwise constitute a defense available to, or discharge of, Borrower or any Guarantor.

9. **Waivers.** Each Guarantor waives for the benefit of Lender: (a) any right to revoke this Guaranty Agreement with respect to future indebtedness under the Loan Documents; (b) any right to require Lender to do any of the following before such Guarantor is obligated to pay the Guaranteed Obligations or before Lender may proceed against such Guarantor: (i) sue or exhaust remedies against Borrower or any other guarantors or obligors; (ii) sue on an accrued right of action in respect of any of the Guaranteed Obligations or bring any other action, exercise any other right, or exhaust all other remedies or (iii) enforce rights against Borrower's assets or any collateral pledged by Borrower to secure the Guaranteed Obligations; (c) any right relating to the timing, manner, or conduct of Lender's enforcement of rights against Borrower's assets or any collateral pledged by Borrower to secure the Guaranteed Obligations; (d) if both such Guarantor and Borrower or any other Person have pledged assets to secure the Guaranteed Obligations, any right to require Lender to proceed first against any such other collateral before proceeding against any collateral pledged by such Guarantor; (e) except as expressly required hereby, promptness, diligence, notice of any default under the Guaranteed Obligations, notice of acceleration or intent to accelerate, demand for payment, notice of acceptance of this Guaranty Agreement, presentment, notice of protest, notice of dishonor, notice of the incurring by Borrower of additional indebtedness, notice of any suit or other action by Lender against Borrower or any other Person, any notice to any Person liable for the obligation which is the subject of the suit or action, and all other notices and demands with respect to the Guaranteed Obligations and this Guaranty Agreement; (f)(i) any principles or provisions of law, statutory, or otherwise, which are or might be in conflict with the terms hereof and any legal or equitable discharge of such Guarantor's obligations hereunder, (ii) the benefit of any statute of limitations affecting such Guarantor's liability hereunder or the enforcement hereof; and (iii) any requirement that Lender protect, secure, perfect or insure any security interest or Lien or any property subject thereto; and (g) each of the foregoing rights or defenses regardless whether they arise under (i) *Section 43.001–005* of the Tex. Civ. Prac. & Rem. Code, as amended (ii) *Section 17.001* of the Texas Civil Practice and Remedies Code, as amended, (iii) *Rule 31* of the Texas Rules of Civil Procedure, as amended, (iv) common law, in equity, under contract, by statute, or otherwise; and (v) any and all rights under *Sections 51.003, 51.004 and 51.005* of the Texas Property Code, as amended.

10. **Intentionally Deleted.**

11. **Termination; Reinstatement.** Guarantors' obligations hereunder shall remain in full force and effect until all commitments to lend under the Loan Documents have terminated, and the Guaranteed Obligations have been paid and performed in full. If at any time any payment of the principal of or interest or any other amount payable by Borrower under the Loan Documents is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy, or reorganization of Borrower or otherwise, then Guarantors' obligations hereunder with respect to such payment shall be reinstated as though such payment had been due but not made at such time.

12. **Stay of Acceleration.** Should Borrower voluntarily seek, consent to, or acquiesce in the benefit or benefits of any Debtor Relief Law, or become a party to (or be made the subject of) any proceeding provided for by any Debtor Relief Law (other than as a creditor or claimant), all Guaranteed Obligations which have not then been paid or performed as and when due shall nonetheless be payable by Guarantor immediately if requested by Lender.

13. **Representations and Warranties.** Each Guarantor represents and warrants that: (a) he has full capacity and right to make and perform this Guaranty Agreement, and all necessary authority has been obtained; (b) this Guaranty Agreement constitutes his legal, valid and binding obligation enforceable in accordance with its terms, except as limited by Debtor Relief Laws; (c) the making and performance of this Guaranty Agreement does not and will not violate the provisions of any applicable law, regulation or order, and does not and will not result in the breach of, or constitute a default or require any consent (that has not been obtained) under, any material agreement, instrument, or document to which such Guarantor is a party or by which he or any of his property may be bound or affected; (d) all consents, approvals, licenses and authorizations of, and filings and registrations with, any governmental authority required under applicable law and regulations for his making and performance of this Guaranty Agreement have been obtained or made and are in full force and effect; (e) by virtue of his relationship with Borrower, the execution, delivery and performance of this Guaranty Agreement is for the direct benefit of such Guarantor and he has received adequate consideration for this Guaranty Agreement; and (f) such Guarantor has, independently and without reliance upon Lender and based upon such documents and information as such Guarantor has deemed appropriate, made his own analysis and decision to enter into this Guaranty Agreement, and such Guarantor has adequate means to obtain from Borrower on a continuing basis information concerning the financial condition and assets of Borrower, and such Guarantor is not relying upon Lender to provide (and Lender shall have no duty to provide) any such information to such Guarantor either now or in the future.

14. **Covenants.** So long as this Guaranty Agreement remains in full force and effect, each Guarantor shall:

(a) Furnish to Lender as soon as available, and in any event (i) within thirty (30) days after each one (1) year anniversary of the then most recent financial statements provided, in such detail as required by Lender, current unaudited financial statements of Guarantor (including a balance sheet, cash flow statement and contingent liabilities statement) certified by Guarantor as being true and correct in all material respect and as having been prepared in accordance with GAAP or other accounting principles reasonably acceptable to Lender, and (ii) within thirty (30) days after filing, copies of the federal income tax returns of Guarantor and all schedules thereto prepared by a third party;

(b) Furnish to Lender such additional information concerning Guarantor, which is reasonably related to the performance by such Guarantor under this Guaranty Agreement; and

(c) Obtain at any time and from time to time all authorizations, licenses, consents or approvals as shall now or hereafter be necessary or desirable under all applicable laws or regulations or otherwise in connection with the execution, delivery and performance of this Guaranty Agreement and will promptly furnish copies thereof to Lender.

15. **No Fraudulent Transfer.** It is the intention of each Guarantor and Lender that the amount of the Guaranteed Obligations guaranteed by such Guarantor by this Guaranty

Agreement shall be in, but not in excess of, the maximum amount permitted by fraudulent conveyance, fraudulent transfer, or similar laws applicable to such Guarantor (collectively, "Fraudulent Transfer Laws"). Accordingly, notwithstanding anything to the contrary contained in this Guaranty Agreement or any other agreement or instrument executed in connection with the payment of any of the Guaranteed Obligations, the amount of the Guaranteed Obligations guaranteed by each Guarantor by this Guaranty Agreement shall be limited to that amount which after giving effect thereto would not (a) render such Guarantor insolvent, (b) result in the fair saleable value of the assets of such Guarantor being less than the amount required to pay his debts and other liabilities (including contingent liabilities) as they mature, or (c) leave such Guarantor with unreasonably small capital to carry out his business as now conducted and as proposed to be conducted, including its capital needs, as such concepts described in clauses (a), (b) and (c) of this Section 15 are determined under applicable law, if the obligations of such Guarantor hereunder would otherwise be set aside, terminated, annulled or avoided for such reason by a court of competent jurisdiction in a proceeding actually pending before such court. For purposes of this Guaranty Agreement, the term "applicable law" means as to each Guarantor each statute, law, ordinance, regulation, order, judgment, injunction or decree of the United States or any state or commonwealth, any municipality, any foreign country, or any territory, possession or governmental authority applicable to such Guarantor. Any analysis of the provisions of this Guaranty Agreement for purposes of Fraudulent Transfer Laws shall take into account the right of contribution against any other Guarantor and, for purposes of such analysis, give effect to any discharge of intercompany debt as a result of any payment made under this Guaranty Agreement.

16. **Successors and Assigns.** This Guaranty Agreement is for the benefit of Lender and its successors and assigns, and, in the event of an assignment of the Guaranteed Obligations in accordance with the provisions of the Credit Agreement, or any part thereof, the rights and remedies hereunder, to the extent applicable to the indebtedness so assigned, may be transferred with such indebtedness. This Guaranty Agreement is binding on each Guarantor and its successors and permitted assigns; *provided that*, no Guarantor may assign his obligations under this Guaranty Agreement without obtaining the prior written consent of Lender, and any assignment purported to be made without the prior written consent of Lender shall be null and void.

17. **CREDIT AGREEMENT.** THE CREDIT AGREEMENT, AND ALL OF THE TERMS THEREOF, ARE INCORPORATED HEREIN BY REFERENCE, THE SAME AS IF STATED VERBATIM HEREIN, AND GUARANTOR AGREES THAT LENDER MAY EXERCISE ANY AND ALL RIGHTS GRANTED TO IT UNDER THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS WITHOUT AFFECTING THE VALIDITY OR ENFORCEABILITY OF THIS GUARANTY AGREEMENT.

18. **Setoff Rights.** As further security for this Guaranty Agreement and the Guaranteed Obligations, each Guarantor hereby grants Lender a security interest in all deposits (general or special, time or demand, provisional or final) other accounts of such Guarantor, money, instruments, and other property of such Guarantor now or hereafter on deposit with or held by Lender and all other sums at any time credited by or owing from Lender to such Guarantor. The rights and remedies of Lender hereunder are in addition to other rights and remedies (including, without limitation, other rights of setoff) which Lender may have.

19. **Time of Essence.** Time shall be of the essence in this Guaranty Agreement with respect to all of Guarantors' obligations hereunder.

20. **GOVERNING LAW; VENUE; SERVICE OF PROCESS.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; *PROVIDED THAT* LENDER SHALL RETAIN ALL RIGHTS UNDER FEDERAL LAW. THIS AGREEMENT HAS BEEN ENTERED INTO IN DALLAS COUNTY, TEXAS, AND IS PERFORMABLE FOR ALL PURPOSES IN DALLAS COUNTY, TEXAS. THE PARTIES HEREBY AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTIONS OF THE LENDER IN THE NEGOTIATION, ADMINISTRATION OR ENFORCEMENT OF ANY OF THE LOAN DOCUMENTS SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN DALLAS COUNTY, TEXAS. EACH GUARANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVES ANY OBJECTION HE MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVES ANY CLAIM THAT HE MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO AGREE THAT SERVICE OF PROCESS UPON IT MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED AT THE ADDRESS FOR NOTICES REFERENCED IN *SECTION 21* OF THIS GUARANTY AGREEMENT.

21. **Notices.** Whenever any notice is required or permitted to be given under the terms of this Guaranty Agreement, the same shall, except as otherwise expressly provided for in this Guaranty Agreement, be given in writing, and sent by: (a) certified mail, return receipt requested, postage pre paid; (b) a national overnight delivery service; (c) hand delivery with written receipt acknowledged; or (d) facsimile, followed by a copy sent in accordance with *clause (b)* or *(c)* of this *Section 21* sent the same day as the facsimile, in each case to the address or facsimile number (together with a contemporaneous copy to each copied addressee), as applicable, in the case of each Guarantor, set forth on the signature page to this Guaranty Agreement, and in the case of Lender, set forth in the Credit Agreement. Lender and Guarantors shall not conduct communications contemplated by this Guaranty Agreement by electronic mail or other electronic means, except by facsimile transmission as expressly provided in this *Section 21*, and the use of the phrase "in writing" or the word "written" shall not be construed to include electronic communications except by facsimile transmissions as expressly provided in this *Section 21*. Any notice required or given hereunder shall be deemed received the same Business Day if sent by hand delivery or facsimile, the next Business Day if sent by overnight courier, or three (3) Business Days after posting if sent by certified mail, return receipt requested; *provided that* any notice received after 5:00 p.m. Central time on any Business Day or received on any day that is not a Business Day shall be deemed to have been received on the following Business Day.

22. **Expenses.** Guarantors hereby agree to pay on demand: (a) all costs and expenses of Lender in connection with the preparation, negotiation, execution, and delivery of this

Guaranty Agreement and the other Loan Documents and any and all amendments, modifications, renewals, extensions, and supplements thereof and thereto, including, without limitation, the reasonable fees and expenses of legal counsel, advisors, consultants, and auditors for Lender, (b) all costs and expenses of Lender in connection with any Default and the enforcement of this Guaranty Agreement or any other Loan Document, including, without limitation, the fees and reasonable expenses of legal counsel, advisors, consultants, and auditors for Lender, (c) all transfer, stamp, documentary, or other similar taxes, assessments, or charges levied by any Governmental Authority in respect of this Guaranty Agreement or any of the other Loan Documents, (d) all costs, expenses, assessments, and other charges incurred in connection with any filing, registration, recording, or perfection of any Lien contemplated by this Guaranty Agreement or any other Loan Document, and (e) all other costs and expenses incurred by Lender, in connection with this Guaranty Agreement or any other Loan Document, in any litigation, dispute, suit, proceeding or action; the enforcement of its rights and remedies, and the protection of its interests in bankruptcy, insolvency or other legal proceedings, including, without limitation, all costs, expenses, and other charges incurred in connection with evaluating, observing, collecting, examining, auditing, appraising, selling, liquidating, or otherwise disposing of the Collateral or other assets of Borrower.

23. Indemnification and Survival. Without limitation on any other obligations of Guarantors or remedies of Lender under this Guaranty Agreement, each Guarantor shall, to the fullest extent permitted by law, indemnify, defend and save and hold harmless Lender from and against, and shall pay on demand, any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees and expenses) that may be suffered or incurred by Lender in connection with or as a result of any failure of any Guaranteed Obligations to be the legal, valid and binding obligations of such Guarantor enforceable against such Guarantor in accordance with their terms. The obligations of each Guarantor under this paragraph shall survive the payment in full of the Guaranteed Obligations and termination of this Guaranty Agreement.

24. Amendments; Counterparts. This Guaranty Agreement may be amended only by an instrument in writing executed by Guarantors and Lender. This Guaranty Agreement may be executed in multiple counterparts, each of which, for all purposes, shall be deemed an original, and all of which taken together shall constitute but one and the same instrument.

25. Joint and Several Liability. The promises and agreements herein shall be construed to be and are hereby declared to be the joint and several promises and agreements of each Guarantor and shall constitute the joint and several obligations of each Guarantor and shall be fully binding upon and enforceable against each Guarantor. Neither the death nor release of any person or party to this Guaranty Agreement shall affect or release the joint and several liability of any other person or party. Lender may at its option enforce this Guaranty Agreement against one or any Guarantor, and Lender shall not be required to resort to enforcement against each Guarantor, and the failure to proceed against or join any Guarantor shall not affect the joint and several liability of any other Guarantor.

26. WAIVER OF JURY TRIAL. TO THE EXTENT ALLOWED BY APPLICABLE LAW, GUARANTORS AND LENDER EACH IRREVOCABLY WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING ON, ARISING OUT OF OR RELATING TO THIS GUARANTY AGREEMENT OR ANY OF

THE LOAN DOCUMENTS OR THE ACTS OR FAILURE TO ACT OF OR BY LENDER IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS GUARANTY AGREEMENT OR THE OTHER LOAN DOCUMENTS.

27. **FINAL AGREEMENT.** THIS GUARANTY AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

28. **Certification Regarding Anti-Terrorism Laws.** Each Guarantor represents, warrants, and undertakes that: (a) such Guarantor, and to such Guarantor's knowledge, none of such Guarantor's officers, directors, shareholders, partners, members, managers, associates, or trustees, and no other direct or indirect holder of any equity interest in Guarantor (collectively "Applicable Party") is an entity or person: (i) that is listed in the Annex to, or is otherwise subject to the provisions of United States Presidential Executive Order 13224 issued on September 24, 2001 ("Executive Order") as may be further supplemented or amended; (ii) whose name appears on the U.S. Department of the Treasury, Office of Foreign Assets Control's ("OFAC") most current list of "Specifically Designated National and Blocked Persons" (which list may be published from time to time in various mediums including, but not limited to, the OFAC website, www.treas.gov/ofac/); (iii) who commits, threatens to commit or supports "terrorism.", as that term is defined in the Executive Order; or (iv) who is otherwise affiliated with any entity or person listed above (any and all parties or persons described in clauses (i) through (iv) above are herein referred to as a "Prohibited Person"). Each Guarantor covenants and agrees to use commercially reasonable efforts to ensure that any Applicable Party will not: (i) conduct any business, or engage in any transaction or dealing, with any Prohibited Person, including, but not limited to, the making or receiving of any contribution of funds, goods, or services, to or for the benefit of a Prohibited Person; or (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in the Executive Order, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 ("US PATRIOT ACT"), the Bank Secrecy Act (31 U.S.C. 5311 et, seq.) as amended by the US PATRIOT ACT, or the International Emergency Economic Powers Act (50 U.S.C.A. § 1701-06). On request by Lender from time to time, each Guarantor further covenants and agrees to deliver promptly to Lender any such certification or other evidence as may be requested by Lender in its sole and absolute discretion, confirming that, to Guarantor's knowledge, no violation of this Section shall have occurred. To this end, each Guarantor has furnished to Lender customer identification information, verification and such other information and supporting documentation regarding such Guarantor and each Applicable Party as Lender shall require for purposes of complying with this Certification. Each Guarantor acknowledges and understands that Lender may be required, and hereby authorizes Lender, to obtain, verify and record information that identifies such Guarantor or any other Applicable Party which information may include the names and addresses of such parties and other information that will allow Lender to identify such parties in accordance with the requirements of certain Anti-Terrorism Laws as listed above or which may become effective after the date hereof; (b) none such Guarantor nor any Applicable Party, (i) is a Prohibited Person, or (ii) has violated any Anti-Terrorism Laws; (c) no Prohibited Person holds or owns any interest of any nature whatsoever in

such Guarantor or any Applicable Party, as applicable, and none of the funds of such Guarantor or any Applicable Party have been derived from any activity in violation of Anti-Terrorism Laws; and (d) neither such Guarantor nor any Applicable Party is a "foreign person" within the meaning of §1445(f)(3) of the U.S. Internal Revenue Code of 1986, as amended.

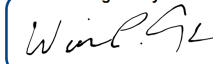
29. **Foreign Assets Control Regulations and Anti-Money Laundering.** Each Guarantor is and will remain in compliance in all material respects with all United States economic sanctions laws, Executive Orders and implementing regulations as promulgated by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), and all applicable anti-money laundering and counter-terrorism financing provisions of the Bank Secrecy Act and all regulations issued pursuant to it. No Guarantor nor any Affiliate of any Guarantor (a) is a Person designated by the United States government on the list of the Specially Designated Nationals and Blocked Persons (the "SDN List") with which a United States Person cannot deal with or otherwise engage in business transactions, (b) is a Person who is otherwise the target of United States economic sanction laws such that a United States Person cannot deal with or otherwise engage in business transactions with such Person, or (c) is controlled by (including without limitation by virtue of such person being a director or owning voting shares or interests), or acts, directly or indirectly, for or on behalf of, any person or entity on the SDN List or a foreign government that is the target of United States economic sanctions prohibitions such that the entry into, or performance under, this Agreement or any other Loan Document would be prohibited under United States law.

30. **Patriot Act.** Each Guarantor and each of its Affiliates are in compliance with (a) the Trading with the Enemy Act, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B Chapter V, as amended), and all other enabling legislation or executive order relating thereto, (b) the Patriot Act, and (c) all other federal or state laws relating to "know your customer" and anti-money laundering rules and regulations. No part of the proceeds of any Loan will be used directly or indirectly for any payments to any government official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977.

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EXECUTED as of the first date herein set forth.

GUARANTOR:

DocuSigned by:

80DA92595C0442E...

WILLIAM P. GLASS

DocuSigned by:

1C9C620B0B224A9...

SCOTT PALMER

Address of Guarantors:

251 O'Connor Ridge Boulevard, Suite 100
Irving, Texas 75038