

GUARANTY AGREEMENT

FOR VALUE RECEIVED the undersigned (hereinafter referred to as “Guarantors” whether one or more) jointly and severally guarantee unconditionally the payment of, and promise to pay to TIB, National Association, Farmers Branch, Texas (hereinafter referred to as “Bank”) at its office in Farmers Branch, Texas, at maturity, all notes, drafts, discounts, acceptances, and any and all indebtedness and obligations, whether direct or indirect, absolute or contingent, primary or secondary, or joint or several and all renewals and extensions thereof for which **Business Name:** \_\_\_\_\_ (hereinafter referred to as “Borrower”) is now, or hereafter may become liable or indebted to Bank, whether such liability or indebtedness be joint or several, primary or secondary, contract or tort; provided, however, that Guarantors shall not be required to pay Bank under this Guaranty Agreement an aggregate sum of more than the total interest and attorney’s fees which may be or become owing by Borrower to Bank, plus the sum of the total outstanding balance of the TIB, National Association MasterCard or VISA card.

Notwithstanding any other provision of this guaranty agreement or the guaranteed indebtedness, Bank and Guarantors agree that Guarantors shall never be required or obligated under the terms hereof or under the terms of any note, instrument or other agreement evidencing any of the guaranteed indebtedness to pay interest in excess of the maximum interest rate as may be authorized by law for the written contracts which constitute the guaranteed indebtedness and for the Guarantors. It is the intention of the parties hereto to conform strictly to the applicable laws which limit interest rates, and any of the aforesaid contracts for interest, if and to the extent payable by Guarantors, shall be held to be subject to reduction to the maximum interest rate allowed under said laws.

Guarantors hereby severally waive notice of acceptance of this guaranty and all other notices in connection herewith or in connection with the indebtedness or obligations guaranteed hereby, and waive diligence, presentment, protest, and suit on the part of Bank in the collection of any indebtedness of obligation hereby guaranteed, and agree that Banks shall not be required to first endeavor to collect from Borrower any indebtedness or obligation hereby guaranteed, or to foreclose, proceed against, or exhaust any collateral or security for any indebtedness or obligation hereby guaranteed, before requiring Guarantors, or any of them, to pay the full amount of the liability hereby created. Suit may be brought and maintained against any one or more of the undersigned Guarantors at the election of Bank, without joinder of Borrower or the undersigned Guarantors as parties thereto. If any sum due Bank by Guarantors hereunder is placed in the hands of an attorney for collection, or is collected through probate, bankruptcy, or other court proceeding, then the undersigned Guarantors, jointly and severally, promise to pay Bank ten per cent (10%) additional on the said sum as attorney’s fees. This guaranty is continuing and shall continue to apply without regard to the form or amount of indebtedness or obligation guaranteed which Borrower may create, renew, extend, or alter, in whole or in part, without notice to Guarantors. This guaranty also includes, but is not limited to, fraudulent use of the card or unauthorized use of the card as a result of the card being lost or stolen.

If the status of Borrower changes, this guaranty agreement shall continue and also cover the indebtedness of Borrower under the new status, according to the terms hereof.

If, for any reason, the guaranteed indebtedness cannot be enforced against Borrower, or any payments thereon must be refunded by Bank to any party for any reason, including bankruptcy, such fact shall not affect the liability of Guarantors hereunder, and Guarantors shall be liable hereunder to the same extent as if the guaranteed indebtedness had been enforceable against Borrower or said payments had not been made to Bank.

Bank may settle or agree with any of the Guarantors for such sum or sums as it may see fit and release such of the Guarantors from all further liability to Bank for guaranteed indebtedness without impairing the right of Bank to demand and collect the balance of the guaranteed indebtedness from others of the Guarantors not so released; but it is agreed among the Guarantors that such agreements and releases shall in no way impair the rights of Guarantors as among themselves.

Bank may surrender, release, exchange, or alter any collateral or security for any indebtedness or obligation hereby guaranteed without affecting the liability of Guarantors under this guaranty agreement, and this guaranty shall continue effective notwithstanding any legal disability of Borrower to incur any indebtedness or obligation incurred to Bank.

Whenever Guarantors shall pay any sum which may become due Bank under the terms of this guaranty agreement, notice in writing shall be delivered to Bank at the time of such payment that the said payment has been made by Guarantors and in the absence of such notice any sum received by Bank on account of any indebtedness or obligation hereby guaranteed shall be conclusively deemed paid by Borrower. All sums paid Bank by Guarantors may be applied by Bank at its discretion upon any indebtedness or obligation hereby guaranteed.

This guaranty agreement shall continue to bind Guarantors, jointly and severally, until the Cashier of Bank shall have received notice in writing from any of the undersigned Guarantors that the person giving such notice elects no longer to be bound by this guaranty agreement, after which time this guaranty agreement shall bind the person giving such notice only as to the indebtedness and obligations of Borrower to Bank which are then existing and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors not giving such written notice.

In the event of the death of the undersigned Guarantors, this guaranty agreement shall bind the decedent, his heirs, executors, and administrators only as to the indebtedness and obligations of Borrower to Bank which are existing at the time notice in writing of such death is received by the Cashier of Bank and as to all renewals and extensions thereof, in whole or in part whenever made, but this guaranty agreement shall continue in full force and effect as to all other of the undersigned Guarantors.

No notice shall be deemed received by the Cashier of Bank unless and until the said Cashier has acknowledged receipt thereof in writing. Each of the undersigned Guarantors acknowledges that this guaranty agreement is operative and binding as to him without reference to whether it is signed by any other person or persons and without reference to whether it is signed by any other person under any legal disability to sign the same; and that his liability hereunder shall be cumulative and in addition to any other liability or obligation to Bank, whether the same is incurred through the execution of a similar guaranty agreement, through endorsement, or otherwise.

Guarantors shall furnish to Bank annually financial statements, including cash flow and contingent liability information. Guarantors jointly and severally represent and warrant to Bank that the value of the consideration received and to be received by Guarantors as a result of Bank extending credit to Borrower and Guarantors executing and delivering this guaranty agreement is reasonably worth at least as much as the liability and obligation of Guarantors hereunder, and such liability and obligation has benefited or may reasonably be expected to benefit Guarantors directly or indirectly.

Bank may assign its rights hereunder, in whole or in part, and upon any such assignment all the terms and provisions of this guaranty agreement shall inure to the benefit of such assignee, to the extent so assigned. Any action or inaction by Bank with regard to the guaranteed indebtedness or this guaranty agreement shall not impair or diminish the obligations of Guarantors hereunder. Bank shall not be liable for its failure to use diligence in the collection of the guaranteed indebtedness or in preserving the liability of any person liable thereon. The rights of Bank hereunder shall be cumulative of any and all other rights that Bank may have against Guarantors, or any of them, including but not limited to the right of set-off. The exercise by Bank of any right or remedy hereunder or under any other instrument, at law or in equity, shall not preclude concurrent or subsequent exercise of any other right or remedy.

This guaranty agreement is performable in Dallas County, Texas, and Guarantors waive the right to be sued elsewhere. this guaranty agreement is not intended and does not replace, cancel or otherwise modify or affect any other guaranty agreement of the Guarantors, or any of them, held by Bank now or hereafter, relating to the Borrower or other persons or entities.

Bank is relying and is entitled to rely upon each and all of the provisions of this agreement; and, accordingly, if any provision or provisions of this instrument shall be held to be invalid or ineffective, then all other provisions shall continue in full force and effect notwithstanding.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

SS Number: \_\_\_\_\_

Address \_\_\_\_\_

Date of Birth: \_\_\_\_\_