

SPECIFIC GUARANTY AGREEMENT

FOR VALUE RECEIVED, [REDACTED], having an address of [REDACTED] (hereafter called "Undersigned" or "Guarantor") unconditionally guarantees the full and punctual payment when due of the following described indebtedness of [REDACTED], a Texas limited liability company, (whether one or more, hereinafter called "Borrower") to [REDACTED], a Texas limited liability company or their successors or assigns (hereafter called "Lending Party" or "Lender"):

1. One certain Balloon Note in the original principal amount of [REDACTED], dated [REDACTED], executed by Borrower and payable to the order of Lending Party, bearing simple interest at [REDACTED] per annum, having a maturity date of [REDACTED] and secured by the property commonly known as [REDACTED] together with all renewals and extensions thereof, even though represented by new instruments or occurring after the death (or dissolution if Borrower is an entity) of any Borrower or Undersigned, and together with all interest, attorney's fees, and court costs for which Borrower may become liable in connection therewith.
2. The undersigned further agrees to pay to Lending Party, or to Lending Party's successors or assignees all reasonable attorney's fees incurred by Lending Party in enforcing this agreement.
3. The undersigned waives notice of acceptance of this guaranty and of any liability to which it applies or may apply, and waives presentment and demand for payment of any amounts guaranteed, notice of dishonor or nonpayment thereof, collection or instigation of suit, or any other action by Lending Party in collection thereof, including any notice of default in payment thereof, or other notice or demand of payment therefore on any party.
4. Lending Party may, at Lending Party's option, at any time, without the consent of or notice to the undersigned, without incurring responsibility to the undersigned, without impairing or releasing the obligations of the undersigned on this Agreement, and without any terms or conditions, and in whole or in part:
 - a. change the manner, place, or terms of payment, or change or extend the time of payment of, renew, or alter any liability of Borrower guaranteed by this Agreement, or any liabilities incurred directly or indirectly under this Agreement, and the guaranty made in this Agreement shall apply to the liabilities of the Borrower, changed, extended, renewed, or altered in any manner;
 - b. sell, exchange, release, subordinate its lien on, surrender, realize upon, or otherwise deal with in any manner and in any order any property at any time pledged or mortgaged to secure or securing the liabilities;
 - c. exercise or refrain from exercising any rights against Borrower or others, or otherwise act or refrain from acting;

- d. settle or compromise any liabilities hereby guaranteed or hereby incurred, and may subordinate the payment of all or any part of such liabilities to the payment of any liabilities that may be due to Lending Party or others; and
- e. apply any sums paid to any liability or liabilities of Borrower to Lending Party, regardless of which liability or liabilities of Borrower to Lending Party remain unpaid.

5. It is the intention of the parties to this Agreement to comply with the usury laws of the State of Texas. Accordingly, it is agreed that notwithstanding any provision to the contrary in this instrument, or in any note or other instrument, or in any of the other documents securing payment of this Agreement, or otherwise relating to this Agreement, no such provision shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If any such excess of interest is provided for, or shall be adjudged to be so provided for:

- a. the provisions of this paragraph shall govern and control;
- b. neither the person executing this instrument nor his heirs, successors, or assignees or any other party liable for the payment of this Agreement shall be obligated to pay the amount of such interest to the extent that it is in excess of the maximum amount permitted by law;
- c. any such excess that may have been collected shall be, at Lending Party's option, either applied as a credit against the then unpaid principal amount owing on the obligations, or refunded; and
- d. the effective rate of interest covered by this Guaranty Agreement shall be automatically subject to reduction to the maximum lawful contract rate allowed under the usury laws of the State of Texas as such laws may now or later be construed by the courts having jurisdiction.

6. This Agreement is for the benefit of Lending Party, and for such other persons as may from time to time be or become the holders of any indebtedness guaranteed by this Agreement. This Agreement shall be transferable and negotiable, with the same force and effect and to the same extent as the indebtedness that it guarantees may be transferable. It is agreed that upon the assignment or transfer by Lending Party of any indebtedness guaranteed by this Agreement, the legal holder of such indebtedness shall have all of the rights granted to Lending Party under this guaranty.

7. Lending Party and Lending Party's successors and assignees, shall not be liable for failure to use diligence in the collection of any indebtedness guaranteed by this Agreement, or in preserving the liability of any person liable on the indebtedness, and the Guarantor hereby waives presentment for payment, notice of nonpayment, protest, notice thereof, and diligence in bringing suit against any person liable for any indebtedness guaranteed by this Agreement. Payment of all

amounts under this Agreement shall be made to Lender.

8. This instrument is a specific guaranty of indebtedness evidenced by the above-described promissory notes and all renewals and extensions thereof, and shall not be wholly or partially satisfied or extinguished by Guarantor's partial payment of any amount thereunder, but shall continue in full force and effect against the Guarantor for the full amount of the indebtedness specified above until the payment in full of the indebtedness. Guarantor may give to Lending Party written notice that the Guarantor will not be liable under this Agreement for any obligations renewed or extended by Lending Party after the giving of such notice, and such notice will be effective from and after, but not before, such time as the written notice is actually delivered to and received by and acknowledged in writing by Lending Party. In the event of the death of Guarantor, the obligations of the deceased shall continue in full force and effect as to all indebtedness guaranteed by this Agreement.

Date: [Redacted]

GUARANTOR

[Redacted]

[Redacted]

STATE OF TEXAS)
COUNTY OF [Redacted])

This instrument was acknowledged before me on [Redacted], by [Redacted]

[Redacted]
[Redacted] _____
Notary Public, State of Texas