

## **SECOR CONTINUING GUARANTEE**

### **CONTINUING GUARANTEE FOR THE SALE OF GOODS AND COMMERCIAL SERVICES**

IN CONSIDERATION of financial transactions or accommodations extended, to be extended or that may continue to be extended to \_\_\_\_\_ (“Customer”) by Scheele Engineering Corporation, dba SECOR (“Seller”) and for other good and valuable considerations, the undersigned for Customer and the undersigned Guarantor, do/does hereby individually, jointly, severally as the case may be, unconditionally guarantee to Seller the payment of each and every claim, demand indebtedness, right or cause of action of every nature whatsoever against now or hereafter existing due or to become due to or held by Seller against Customer, together with all accrued interest and any and all internal administrative or enforcement expenses, and attorneys’ fees incurred by Seller to enforce its rights against Customer.

This is a continuing Guarantee of all financial transactions, extensions of financial transactions or accommodations concurrently herewith or hereafter made by Seller to Customer, and shall be conclusively presumed to have been made in acceptance hereof and shall not be revoked by (1) the death of the Guarantor(s); (2) the transfer or change of control of Customer, or sale of substantially all the assets of Customer after execution of this Guarantee; or (3) the departure, resignation and/or disassociation for any reason, of Guarantor(s) from Customer or any other severance of the relationship between Guarantor and Customer, whatever it may be.

Customer and the undersigned Guarantor(s) hereby affirmatively acknowledge that none of the financial transactions between Seller and Customer, nor this Guarantee, are a consumer transaction, and that none of the goods or services sold to Customer by Seller constitute consumer goods or services. Customer and Guarantor acknowledge and affirm that Seller is not a lender, and in connection with this acknowledgement and affirmation, Customer and Guarantor specifically intend to exclude Texas Finance Code §342.504 from any transactions between Seller and Customer or from any possible applicability to this Guarantee.

Customer and Guarantor(s) further waive(s) notice of acceptance of this Guarantee, and assume(s) any and all liability to which it applies or may apply, and guarantee the prompt payment, in accordance with the terms of every contract, agreement or claim of Seller against Customer, including claims relating to goods sold, services rendered, open accounts, accounts stated and the like. Customer and Guarantor(s) waive presentment and demand for payment thereof, notice of dishonor or nonpayment thereof, collection or instigation of suit or any other action by Seller in collection thereof, including the express waiver of any notice of default in payment thereof or other notice to, or demand of payment therefore on any party. The interpretation and enforcement of this Guarantee shall be governed solely by the laws of the State of Texas. It is further agreed that any dispute concerning the interpretation or enforceability of this Guarantee, shall be pursuant to SECOR’s Dispute Resolution Policy, available [here](#).

Pursuant to Texas Rule of Civil Procedure 314, Customer and Guarantor(s) hereby irrevocably authorize(s) and empower(s) Seller’s attorney of choice, or any other designee of Seller,

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as Customer's and Guarantor(s)' attorney-in-fact (i) to appear in any of the offices of the Clerk of the District Court of the State of Texas in Greater Houston, Texas, including but not limited to Harris and/or Montgomery County, or in the office of the Clerk of the United States District Court in Houston; (ii) to swear to the justness of the debt of Customer of Seller or cause of action by Seller against Customer and Guarantor, (iii) to confess judgment against Customer and Guarantor(s), jointly and severally, in favor of Seller for any unpaid sums due Seller by Customer and Guarantor, plus prejudgment and post-judgment interest at the rate of 18% per annum, attorneys' fees, collection or enforcement fees, and other sums due Seller by Customer per contract, agreement, law or equity; plus costs of suit; (iii) to release all errors, state or federal exemptions and to waive all actual or perceived conflicts of interest and rights of appeal, save impeachment of said confessed judgment for fraud-in-fact or other equitable cause.

If a copy of this Guarantee verified by Affidavit shall have been filed in the proceeding to confess judgment, it will be unnecessary for Seller to file the original copy of this Guarantee as a warrant or power of attorney, but a copy the power of attorney shall be filed and its contents shall be recited in the judgment.. No single exercise of this warrant and power to confess judgment will be deemed to exhaust, nor will it exhaust the power, regardless whether such exercise shall be held by any court to be invalid, voidable or void; but the power shall continue undiminished and may be exercised from time to time as Seller may elect until all amounts owed or to be owed Seller by Customer and/or Guarantor shall have been paid in full.

This Guarantee shall remain effective regardless of whether the Customer files bankruptcy, becomes insolvent, or is otherwise dissolved. Customer and Guarantor(s) affirm they had the opportunity to seek or obtain legal counsel before knowingly and voluntarily signing below.

Signed at (County) \_\_\_\_\_, (City) \_\_\_\_\_,

(State) \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Customer Signature \_\_\_\_\_  
By its Authorized Representative

Guarantor Printed Name: \_\_\_\_\_

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

Guarantor Address, City and Zip Code : \_\_\_\_\_

Guarantor Driver's License # and State of Issue: \_\_\_\_\_  
(Obtain a Copy)

Social Security Number (last four digits) \_\_\_\_\_