

1.15 GUARANTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH GUARANTOR ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATING TO THIS GUARANTY, ANY GUARANTEED INDEBTEDNESS OR GUARANTOR'S CONDUCT IN RESPECT TO ANY OF THE FOREGOING.

ARTICLE II

MISCELLANEOUS

2.01 Rights and Remedies Cumulative. All rights and remedies of the Guarantee hereunder are cumulative of each other and of every other right or remedy that the Guarantee may otherwise have at law or in equity or under any other contract or other writing for the enforcement of the security interest herein or the collection of the Guaranteed Indebtedness, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies. Should the Guarantor have heretofore executed or hereafter execute any other security agreement in favor of the Guarantee, the security interest therein created and all other rights, powers, and privileges vested in the Guarantee by the terms thereof shall exist concurrently with the security interest created herein.

2.02 Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the respective successors, representatives, and assigns of the Guarantor and the Guarantee, provided, however, that the Guarantor may not assign or transfer its rights or duties hereunder without the prior written consent of the Guarantee.

2.03 Waiver of Rights. No waiver by the Guarantee of any default hereunder shall be deemed to be a waiver of any other subsequent default, nor shall any such waiver by the Guarantee be deemed to be a continuing waiver. No delay or omission by the Guarantee in exercising any right or power hereunder, or under any other writings executed by the Guarantor as security for or in connection with the Guaranteed Indebtedness, shall impair any such right or power or be construed as a waiver thereof or any acquiescence therein, nor shall any single or partial exercise of any such right or power preclude other or further exercise thereof, or the exercise of any other right or power of the Guarantee hereunder or under such other writings.

2.04 Usury Savings Clause. No provision herein shall require the payment or permit the collection of interest in excess of the maximum permitted by law, if any. If any excess of interest in such respect is provided for herein, the provisions of this Section 2.04 shall govern, and the Guarantor shall not be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by law.

2.05 GOVERNING LAW; VENUE. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS RULES OR CHOICE OF LAWS RULES THEREOF. VENUE FOR ANY ACTION ARISING UNDER THIS AGREEMENT SHALL LIE EXCLUSIVELY IN THE COURTS (FEDERAL OR STATE) LOCATED IN DALLAS COUNTY, TEXAS.**

2.06 Further Assurances. Each party hereto agrees to perform any further acts and to execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

2.07 Severability. In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

2.08 Construction. Whenever used herein, the singular number shall include the plural, and the plural number shall include the singular.

2.09 Gender. Any references herein to the masculine gender, or to the masculine form of any noun, adjective, or possessive, shall be construed to include the feminine or neuter gender and form, and vice versa.

2.10 Headings. The headings contained in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any of the provisions contained herein.

2.11 Court Costs and Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover costs of court and reasonable attorneys' fees from the other party or parties to such action, which fees may be set by the court in the trial of such action or may be enforced in a separate action brought for that purpose, and which fees shall be in addition to any other relief that may be awarded.

2.12 Inurement. The provisions of this Agreement shall inure to the benefit of, and shall be binding on, the parties hereto and their respective successors, heirs and permitted assigns.

2.13 Amendment. This Agreement may be amended only by the unanimous written consent of the parties hereto.


2.14 Entire Agreement. This Agreement contains the entire understanding between the parties hereto concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

2.15 Multiple Counterparts. This Agreement may be executed in multiple counterparts, including by facsimile signature, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

2.16 Notices. Each notice, demand, election or request provided for or permitted to be given pursuant to this Agreement must be in writing and shall be deemed to have been properly given or served by facsimile, e-mail, personal delivery or by sending same by overnight courier or by depositing same in the United States Mail, postpaid and registered or certified, return receipt requested, and addressed to the address set forth on the first page of this Agreement. Each notice shall be effective upon being sent via facsimile or e-mail, personally delivered or upon being sent by overnight courier or upon being deposited in the United States Mail as aforesaid. By giving prior notice thereof, the any party shall have the right from time to time and at any time during the term of this Agreement to change their respective addresses and each shall have the right to specify as its address any other address within the United States of America.

IN WITNESS WHEREOF, the parties to this Agreement have set their respective hands hereto as of the date first written above.

GUARANTOR:



Michael S. Clem

GUARANTEE:

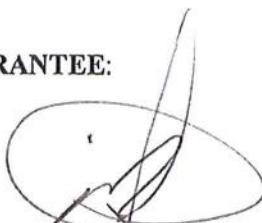

By: _____
Name: Michael Wilkov
Title: Individual

EXHIBIT C

Steven Clem Guaranty