

CONTINUING GUARANTY

FOR VALUABLE CONSIDERATION TO THE UNDERSIGNED (HEREIN CALLED "Guarantors", whether one or more), the recipient and sufficiency of which considerations are hereby acknowledged, and for the purpose of enabling

(Hereinafter called "Debtor", whether one or more) to obtain credit or other financial accommodations from ACT PIPE & SUPPLY, INC. or ACT FABRICATION, INC. (hereinafter, whether severally or collectively, called "ACT"), and to induce and provide further consideration for ACT's extension of credit or other financial accommodations to Debtor, Guarantors hereby, jointly and severally, unconditionally guarantee to ACT the prompt payment when due of any and all indebtedness and liabilities that are now, or at any time or times hereafter may be or become, owing to ACT from Debtor, howsoever created or arising and howsoever evidenced, whether joint or several, whether absolute or contingent, and whether due or to become due, or to become due, and all renewals, extensions and rearrangements of such items of indebtedness or liabilities, and any of same (all hereinafter called the "Obligations") together with and plus any and all interest and costs of collection owing and which may become owing thereon or in connection therewith.

Guarantors further, jointly and severally, agree to pay to ACT, or its successors or assigns, all internal and external collection costs, court costs, interest and attorneys' fees that ACT may incur in attempting to collect any Obligations or in any way in the enforcement of this Continuing Guaranty. At the sole option of ACT, any and all claims or controversies between ACT and Guarantors and/or ACT, Guarantors and Debtor arising from or out of the Obligations or this Continuing Guaranty shall be decided by arbitration to be governed by the American Arbitration Association's Commercial Arbitration Rules. Venue or hearing locale for any litigation or arbitration (if so elected by ACT) shall be in Harris County, Texas. If ACT elects not to arbitrate, Guarantors waive its/their right to a trial by jury.

Guarantors, jointly and severally, hereby expressly waive notice of ACT's acceptance of this Continuing Guaranty, of all grace, presentment, notice of intention to accelerate, notice of acceleration, all demand, protest, and notice of protest and dishonor, notice of default or of the granting of any extension, renewal or indulgence to Debtor, any notice of Guarantors' liability hereunder, or any other notices.

This is a continuing guaranty, and shall continue despite any statute of limitations, in any jurisdiction. All sums due, or to become due hereunder, are solely payable to ACT's offices in Houston, Harris County, Texas, and Guarantors agree and consent, jointly and severally, to the jurisdiction and venue of any court of competent jurisdiction in Houston, Harris County, in connection with ACT's enforcement of the Guarantor's obligations hereunder. This continuing guaranty shall not be wholly or partially satisfied by Guarantor's payment of any amount hereunder, but it shall continue in full force and effect against each Guarantor for all sums due, or to become due hereunder, until released, in writing, by ACT and delivered to and accepted by Guarantor, or, if deceased, to his personal representatives. This continuing guaranty shall become effective on the date of Guarantors' execution hereof. Guarantors' liability may be terminated by Guarantors' transmittal and ACT's written acceptance, of Guarantors' revocation, and such revocation, on ACT's written acceptance, shall only apply, release, or affect indebtedness incurred hereunder or by Debtor subsequent to the date of ACT's written acceptance of the revocation request. Guarantors jointly and severally, specifically agree to and shall remain liable to the full extent of the indebtedness hereunder then due and with respect to all other indebtedness theretofore incurred by Guarantor or Debtor to ACT, prior to and through the date of ACT's written acceptance of the revocation.

The bankruptcy or insolvency of any Guarantor or ACT's written acceptance of a revocation by any Guarantor, shall not affect the obligation of other Guarantors, but such other Guarantors shall continue to be unconditionally liable for existing and for future indebtedness and for extensions and renewals thereof, as if such bankrupt or insolvent or revoking Guarantors had not been a party hereto. This obligation shall survive the death of any Guarantor and shall be binding upon the estate of any such deceased party and upon any surviving party for all said indebtedness of the debtor thereafter incurred or accruing to ACT, the same as if such death had not occurred. This guaranty shall bind Guarantors, their heirs, successors, executors, and administrators to their indebtedness covered hereby, and shall insure to the benefit of ACT, its successors and assigns.

The liability of Guarantors under this guaranty is primary, direct and unconditional, and may be enforced without first requiring ACT to resort to any other right, remedy or security. No delay or failure on the part ACT in exercising any right hereunder, or in taking any action to collect or enforce payment of any obligation hereby guaranteed shall operate as a waiver of any such right or in any manner prejudice ACT's rights against the undersigned.

It is agreed that suit may be brought against Guarantors, jointly and severally, or against any one or more of them, less than all, without impairing or releasing the rights of ACT against the others of Guarantors, and either with or without making Debtor a party to such suit (as ACT may elect), and that ACT may compound or compromise or settle with

Debtor, or any one or more of Guarantors for such sums, if any, as it may see fit and ACT may, at its discretion, release Debtor or any one or more of Guarantors from any or all further liability to ACT for the Obligations (with or without receiving payment of any part of said Obligations or other consideration incident to such release) without impairing, affecting or releasing the right of ACT to demand and collect the entire unpaid balance of the Obligations, up to the full amount thereof, from any one or more of Guarantors not so released.

This agreement may be executed in multiple counterparts, and each counterpart hereof executed by any part shall be deemed an original and shall as to such party constitute one and the same instrument with all other counterparts hereof executed by such party, regardless of whether the same or any other counterpart hereof is executed by any other Guarantor or person intended to be or become a "Guarantor" hereunder.

As used herein and when required by the context, each number (singular and plural) shall including all numbers, and each gender shall include all genders; and unless the context otherwise requires the word "person" or "party" shall include "person, corporation, firm, partnership or association".

If this Guaranty Agreement is given by a corporation, the Undersigned guaranteeing corporation does hereby acknowledge that it has investigated fully the benefits and advantages which will be derived by the Undersigned from execution of this Agreement, and the Board of Directors of the Undersigned corporation has decided that, and the Undersigned corporation does hereby acknowledge, warrant and represent that, a direct or an indirect benefit will accrue to the Undersigned by reason of execution of this Guaranty Agreement and that the person executing this agreement on behalf of such undersigned corporation has all requisite right, duty, power, and authority to bind such undersigned corporation to the terms of this Agreement.

Executed this _____ day of _____, 20_____.

INDIVIDUAL GUARANTOR(S):

INDIVIDUAL GUARANTOR:

Signature

Typed Name: _____

Address: _____

SS#: _____

INDIVIDUAL GUARANTOR:

Signature

Typed Name: _____

Address: _____

SS#: _____