

PERSONAL GUARANTY

In consideration of, and as an inducement for, Western Refining Wholesale, its OWNERS, DIVISIONS, SUBSIDIARIES, OR ASSIGNS, (hereinafter referred to as "The company") entering into certain agreements with :

Debtor Name:

FEIN Number:

Address:

(hereinafter referred to as the "Debtor"), and in the further consideration of, and as a further inducement for, any credit extended, to be extended or continued, or any other financial accommodations given, to be given or continued, by The company to the Debtor, the undersigned (hereinafter referred to as the "Guarantor") hereby absolutely and unconditionally guarantees the prompt payment of all indebtedness or liabilities according to the terms of any and all such agreements or such extensions of credit, whether secured or unsecured, heretofore or hereafter incurred by to The company. Such indebtedness or liabilities may include, but are not limited to, monies now owing or that may the Debtor hereafter become owing: (1) on open account, whether billed or un-billed; (2) for services rendered or to be rendered; (3) for merchandise or products sold or to be sold; (4) for rentals and other obligations under any lease; and (5) on notes, checks, drafts, and any other instrument for the payment of money executed, or to be executed or endorsed, and delivered by the Debtor to The company.

Guarantor agrees that The company may in its absolute discretion and without prejudice to or in any way limiting or diminishing the liability of the Guarantor under this guaranty: (1) extend credit to the Debtor in such amount and at such times as The company may determine, whether for a greater or lesser amount than now exists, and whether The company has knowledge of facts with respect to the Debtor which might be construed as materially prejudicial to the interest of the Guarantor, The company being hereby relieved of any duty to disclose such facts to the Guarantor; (2) grant extensions of time or other indulgences; (3) take, modify, alter, release, re-convey, exchange or renew any security, or abstain from perfecting, acting on or otherwise taking advantage of any security; (4) accept or make compositions or other arrangements, or file or refrain from filing a claim in any bankruptcy proceeding of the Debtor or other Guarantor; (5) realize on any indebtedness; (6) take any checks, notes, or other obligations, secured or unsecured, in any amount, purportedly in payment of the whole or any part of any indebtedness owed by The Debtor; and (7) otherwise deal with the Debtor and co-guarantor and other parties and security as The company may deem expedient.

This shall be a general and continuing guaranty and shall cover all indebtedness and liabilities of the Debtor, and where more than one Debtor, the several obligations of each debtor as well as their joint obligations, including those obligations incurred up to such time as The company shall have actually received written notice of revocation of this guaranty by certified mail and addressed to The Credit Manager, Western Refining Wholesale, 1250 W Washington St, Ste 101 Tempe, AZ 85281. Such revocation shall apply only to such agreements, leases, extensions of credit, or other indebtedness or obligations entered into or created subsequent to the date of receipt of such notice of revocation, and shall not apply to indebtedness thereafter becoming due and payable under agreements, leases, sales or other obligation entered into prior to such revocation. Any payments made after receipt of such notice of revocation shall be applied as The Company may elect.

This guaranty shall secure any balance due or owing from time to time and at any time from the Debtor to The company, notwithstanding any payments from time to time made to The company or any settlement of account, and no payments made by or on behalf of the Guarantor to The company shall be held to discharge or diminish the continuing liability of the Guarantor hereunder unless written notice is given to The company at the time of making such payments that the same are being made for the purpose of liquidating such liability. Until full payment of all indebtedness and liabilities of the Debtor is paid to The company, the Guarantor waives all right of subrogation and benefit of or right to participate in any security now or hereafter held by The company.

All demands, presentments, notices of protest and of dishonor, and notices of very kind or nature, including those of any action or non-action on the part of the Debtor, The Company, any co-guarantor, or any creditor of the Debtor are expressly waived by Guarantor. The Guarantor expressly waives the right to require The company to proceed against the Debtor, or any co-guarantor or to proceed against or apply any security it may hold, and waives the right to require The company to pursue any other remedy for the benefit of the Guarantor, and agrees that The company may proceed against the Guarantor for the amount hereby guaranteed without taking any action against the Debtor, or any co-guarantor and without proceeding against or applying any security it may hold.

All debts and liabilities, present and future, of the Debtor to the Guarantor, or any of them are hereby postponed to the liabilities of the Debtor to The Company, and all monies received by Guarantor or its representatives, successors or assigns thereon shall be received as trustees for The company and shall be paid over to The company. Further, upon any liquidation or distribution of assets of the Debtor, Guarantor agrees to assign to The company all claims on account of all such debts and liabilities, referred to in this paragraph, and The company shall receive all dividends and payments on such debts and liabilities until payment in full of all liabilities of the Debtor are paid to The company.

Guarantor irrevocably waives, disclaims and relinquishes all claims against The Debtor, which Guarantor otherwise has or would have by virtue of having executed this Guaranty, specifically including but not limited to all rights of indemnity, contribution or exoneration. Guarantor expressly subordinates any claim against the Debtor upon any account whatsoever to any claim that The Company may have against the Debtor at any time and for any reason.

When the Debtor is a partnership or other association, this guaranty is to extend to the person or persons for the time being and from time to time carrying on the business now conducted by the Debtor, notwithstanding any change or changes in the name or membership of the Debtor's firm.

The Guarantor agrees to pay all attorneys' fees, costs of suit and expenses incurred by The company in connection with this guaranty or in the collection of any of said indebtedness or liabilities from the Debtor or the Guarantor.

This guaranty is a general guaranty and can be assigned, when so assigned the Guarantor shall be bound as above to the assignees without in any manner affecting Guarantor's liability hereunder on any part of The Debtor's obligation to The company.

This Guaranty shall inure to the benefit of and bind the heirs, administrators, executor, successors and assigns of The company and each of the Guarantors, and shall be construed as the joint and several obligation of each of the Guarantors where there is more than one. Where there is more than one Debtor named herein, reference herein to "The Debtor" shall mean all and any one or more of them and the words used herein in the singular shall be deemed to have been used in the plural where the contexts and construction so require.

This guaranty shall be construed in accordance with the laws of the State of Arizona. Notice of acceptance of the guaranty is hereby waived. This agreement contains the entire guaranty agreement between The company and the Guarantor. The Guarantor declares that this is a voluntary and unconditional guaranty and the Guarantor does not rely in whole or in part on any oral representation of any kind whatsoever, which may be made by any representative of The company in the execution of this agreement.

IN WITNESS WHEREOF, the Guarantor has duly executed this guaranty and has caused its authorized representative to sign this guaranty this _____ day of _____ 2 .

PERSONAL GUARANTY

This instrument was acknowledged before me this

Day of _____ 20 _____ by _____

Name _____

Name _____

Notary Stamp:



Notary Public Signature: _____

Title: _____ Notary Public

Commission Expires _____

Signature:

Print Full name:

Current Address:

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Spouses Signature:

Print Full name:

Social Security No

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Current Address:

