

GUARANTY

In consideration of the credit Western Refining Wholesale Inc. ("Creditor") has extended or may extend to _____ ("Debtor"), in connection

Legal Business Name

with certain transactions between Creditor and Debtor (the "Transactions") and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, _____, an individual(s)

Guarantor & Spouse Full Name

("Guarantor"), with address(es) at _____,

Guarantor Residence Address Including City, State & Zip

hereby covenants and agrees as follows:

1. **OBLIGATIONS OF GUARANTOR.** Guarantor hereby unconditionally and irrevocably guarantees the payment and performance when due of all of Debtor's Indebtedness and obligations now or hereafter owed to Creditor, as provided herein. The term "Indebtedness" herein shall include every obligation and debt which Debtor has or may have in the future to Creditor, regardless of the form thereof and whenever due, whether joint or several, all in the broadest sense.

2. **TERM.** This Guaranty is effective continuously unless terminated effective thirty (30) days following receipt by Creditor of Guarantor's written notice of termination. Notwithstanding anything herein to the contrary, no such termination of this Guaranty shall relieve Guarantor of any Indebtedness incurred prior to such termination.

3. **GUARANTOR'S WAIVERS.** Guarantor waives notice of acceptance of this Guaranty, presentment, demand, protest, notice of dishonor, any right to require Creditor to commence suit against or join any party liable on the Indebtedness, and any defenses or counterclaims that the Debtor may have to payment of or liability for the Indebtedness. Guarantor also waives notice of new or additional obligations of Debtor to Creditor.

4. **CONSENT TO CREDITOR'S ACTS.** Guarantor agrees that Creditor, without notice or consent of Guarantor and without affecting Guarantor's obligations to Creditor hereunder, upon such terms as Creditor may deem advisable, may do any one or more of the following: (a) renew, compromise, extend, accelerate, or otherwise change the terms of any of the Indebtedness; (b) take and hold security for all or part of the Indebtedness or for the performance of this Guaranty, and exchange, enforce, waive, and release any security; (c) direct the order and manner of disposition of security, dispose of all or any part of the security at public or private sale (and purchase at such sale) and apply the proceeds of sale or other disposition against the Indebtedness in such order and manner as Creditor may determine; (d) proceed directly against Guarantor, without first proceeding against Debtor or any other person or against any other security Creditor may have; (e) compromise or settle with Debtor or any other person liable on the Indebtedness; and (f) repay to Debtor, pursuant to court order in any bankruptcy, debt relief or other proceeding, any payment made to Creditor on the Indebtedness, and in

such event the liability of Guarantor for such amount shall be revived the same as if such amount had not been paid.

5. WAIVER. Guarantor waives any claim or right now or hereafter acquired against Debtor or any person primarily or contingently liable for the guaranteed obligations or that arise from the existence or performance of Guarantor's obligations hereunder, including, without limitation, any claim, remedy or right of subrogation, reimbursement, exoneration, contribution, indemnification or participation in any claim or remedy of Creditor against Debtor or any collateral security Creditor now has or hereafter acquired, regardless of how such claim, remedy or right arises, until Creditor's rights hereunder have been satisfied in full.

6. JOINT AND SEVERAL LIABILITY. If two or more parties are guarantor hereunder, they shall be jointly and severally liable, and the term "Guarantor" herein shall be construed to refer to each of them, as if each had signed a separate Guaranty. This Guaranty shall not be terminated or affected, as to a party, by the termination or release of any liabilities or security of or from any other party.

7. REPRESENTATIONS. The Parties represent and warrant that they are organized and validly existing entities in good standing under the laws of the jurisdiction of its incorporation, that the Parties are duly authorized to enter into this Guaranty and that this Guaranty constitutes a legal, valid and binding agreement of the Parties enforceable in accordance with its terms.

8. SUBMISSION TO JURISDICTION. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GUARANTY OR ANY DOCUMENT RELATED HERETO MUST BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS OF EL PASO COUNTY, TEXAS AND BY EXECUTION AND DELIVERY OF THIS GUARANTY, THE GUARANTOR HEREBY IRREVOCABLY CONSENTS, FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. THE GUARANTOR IRREVOCABLY WAIVES ANY OBJECTION TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH THE GUARANTOR MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURTS.

9. GENERAL. This Guaranty shall in all respects be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflicts of laws principles as applied therein. In the event that Creditor is required to retain attorneys to enforce or collect on this Guaranty or the Indebtedness, Guarantor shall be liable for and shall pay all of such attorneys fees, expenses, and costs of collection of Creditor. This Guaranty shall be binding upon and shall insure to the benefit of the Parties and their successors, transferees and permitted assigns. This Guaranty shall not be assigned by Guarantor without the express written consent of Creditor. This Guaranty

shall not be modified expect in writing signed by the Parties. The headings in this Guaranty are for purposes of reference only, and shall not limit or otherwise affect the meaning hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be executed as of the _____ day of _____, **20**_____.

Guarantor Signature
Printed Name: _____
Social Security Number: _____


Guarantor Spouse Signature
Printed Name: _____
Social Security Number: _____

This instrument was acknowledged before me this

Day of _____ 20 _____ by

Name _____

Name _____

Notary Stamp: 

Notary Public Signature: _____

Title: Notary Public

Commission Expires _____