



Personal Guaranty

For the value received, and to induce Pro Petroleum to undertake or continue to extend credit to Debtor, each of the undersigned persons identified as guarantors below, herein referred to as the Guarantor, hereby unconditionally and absolutely guarantee payment when due of any and all present or future indebtedness owed to Pro Petroleum by the Debtor and hereby agree to pay such indebtedness punctually if default in payment thereof is made by the Debtor.

The Guarantor will pay such indebtedness without requiring Pro Petroleum, or any of assignee hereof, to proceed first to enforce payment upon the Debtor. The Guarantor expressly waives notices of acceptance of guaranty, demands and notices of nonpayment, and consents to any extensions of time of payment of all or any of the indebtedness hereby guaranteed. Without in any way limiting the generality of the foregoing, the Guarantor acknowledges that this guaranty encompasses Debtor's purchases of goods and/or services on account, interest incurred thereon, plus any collection expense incurred while trying to collect the debt while in default, including but not limited to, attorney fees, and court costs.

This guaranty may be revoked by the Guarantor. Revocation shall be effective thirty (30) days after the receipt of proper notice by Pro Petroleum. Revocation must be sent by certified mail return receipt requested to Pro Petroleum Credit Dept., Rip Griffin Building, 5202 - Fourth Street, Lubbock, Texas 79416. Revocation of the guaranty shall not affect the liability on any indebtedness then existing.

The Guarantor will indemnify Pro for attorney's fees, collection expense and other legal expenses incurred in enforcing this guaranty.

The Guarantor agrees legal proceedings between the Pro Petroleum and the Purchaser will be heard in a court of proper jurisdiction. At Pro Petroleum's discretion, the proceedings may be held either in the county and state where the Guarantor resides, the county and state where the product or services were received by the Debtor, in Lubbock County, Texas, or in Maricopa County, Arizona. This agreement shall be governed by and construed in accordance with the law of the jurisdiction which Pro Petroleum elects to bring action without resort to principles of conflicts of law. Should any provision of this agreement be invalid, illegal or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

Debtor: _____
(Company Name)

Guarantor: _____ Date _____
(Signature)

Guarantor: _____ Date _____
(Signature)

THE STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____ known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2____.

My Commission expires: _____