

New West Oil Company LLC – Credit Application

CONTINUING GUARANTY

In consideration of the credit Seller has extended or may extend to Customer and for other valuable consideration, the undersigned (“Guarantor”) agrees as follows:

- 1. OBLIGATIONS OF GUARANTOR. Guarantor hereby unconditionally guarantees the performance and payment when due of all of Customer's obligations and indebtedness now or hereafter owed to Seller, as provided herein.
2. AMOUNT AND TERM. This is a Continuing Guaranty, without limitation of amount or duration; and shall be terminated only in accordance with paragraph 6.
3. GUARANTOR'S WAIVERS. Guarantor waives notice of acceptance of this Guaranty, presentment, demand, protest, notice of dishonor, any right to require Seller to commence suit against any party liable on the Indebtedness, and any defense based upon any election of remedies by Seller, including but not limited to an election to proceed by non-judicial foreclosure rather than judicial foreclosure, which destroys or impairs any of Guarantor's rights of subrogation or reimbursement against Customer.
4. CONSENT TO SELLER'S ACTS. Guarantor agrees that Seller, without notice or consent, upon such terms as Seller may deem advisable, may do any one or more of the following pursuant to the terms of this Continuing Guaranty, any agreement between Seller and Customer or Seller's rights under law:
5. GUARANTOR'S RESPONSIBILITY. Guarantor accepts full responsibility for keeping informed of Customer's financial condition, and of all other circumstances bearing upon the risk of nonpayment of the Indebtedness, which diligent inquiry would reveal.
6. TERMINATION. This Guaranty shall continue until Seller receives notice in writing, signed by Guarantor or Guarantor's legal representative, of Guarantor's termination hereof, and any such notice shall be effective only upon actual receipt by Seller.
7. NOTICES. Any notices or other documents with respect to this Guaranty shall be in writing and delivered personally or by registered or certified mail, postage prepaid, addressed to the other party at the address shown below and (except for a notice of termination) shall be effective when personally delivered or as shown on the receipt.
8. GENERAL. This Guaranty shall be governed and construed by and in accordance with the laws of the State of Arizona. Guarantor hereby representations and warrants that it is in Guarantor's direct interest to assist the Customer because of Guarantor's position and/or economic relation with Customer.
9. FORUM SELECTION: Guarantor agrees that all actions or proceedings arising directly or indirectly in connection with, out of, related to or from this Agreement shall be litigated only in courts having situs within the State of Arizona, in the County of Maricopa, and Guarantor hereby consents and submits to the jurisdiction of any local, and state or federal court located within such venue or which has original jurisdiction over matters which may arise in County of Maricopa.
10. JOINT AND SEVERAL. If two or more parties are Guarantor(s), they shall be jointly and severally liable, and the terms "Guarantor" shall be construed to refer to each of them, as if each had signed a separate Guaranty.
11. CREDIT INVESTIGATION. Guarantor hereby authorizes Seller to perform a credit investigation, make credit inquiries, order credit reports and obtain such credit information about Guarantor as Seller in its sole discretion may deem necessary or appropriate.

By Printed Name SSN Dated

By Printed Name SSN Dated

NOTE: In Arizona, if the Signer/Guarantor is married, then the spouse's signature is also REQUIRED.