



P.O. BOX 155 \* CHICKAMAUGA, GA 30707 \* 706-375-2851 \* FAX: 706-375-5798 \* www.whitfieldoil.com

### INDIVIDUAL GUARANTY

In consideration of, and as an inducement for Whitfield Oil Co. Inc. and/or its subsidiaries, affiliates and divisions (the "Company") entering into certain agreements with \_\_\_\_\_ (the "Debtor"), and in 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 (whether on or more, jointly and severally, the "Guarantor") hereby guarantees the prompt performance and payment when due, whether by acceleration or otherwise, of all indebtedness, liabilities or undertakings according to the terms of any and all such agreements or such extensions of credit heretofore or hereafter incurred by the Debtor to the Company.

This Guaranty is continuing, absolute and unconditional. Notice of acceptance is waived. It shall remain in full force and effect until ten (10) days after receipt by the Company at P.O. Box 155, Chickamauga, Georgia. ATTN: Credit Department of the Guarantor's written intention to revoke. Revocation shall have no effect on the Guarantor's obligations with respect to indebtedness previously incurred, and payments thereafter made by Debtor shall be applied as the Company elects.

The Guarantor waives any and all demand for payment, any notice of credits extended and shipments of merchandise made hereunder, and all other notices whatsoever. The Guarantor consents to any extensions of time for the payment of said account, to any changes in the terms of any settlement or adjustment thereof between the Company and the Debtor and to any changes in the terms of any agreement entered into between the Company and the Debtor. No delays on the part of the Company in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Company of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right of remedy. No actions of the Company permitted hereunder shall in any way impair or affect this Guaranty.

If the Debtor defaults in the payment of any such indebtedness or in the performance of any other obligation owing to the Company, the Guarantor shall pay to the Company upon demand (i) any sum due and to become due, (ii) any damages, costs and expenses that the Company is entitled to recover from the Debtor by reason of such default, and (iii) reasonable attorneys' fees and all costs and other expenses incurred by the Company as a result of any such default or in enforcing this Guaranty. No action need be brought against the Debtor as a precondition to the enforcement of this Guaranty. In the event of death, incompetence, insolvency or inability of the Guarantor to pay debts as they mature or the assignment by the Guarantor for the benefit of creditors, the full amount that would be payable if all liabilities were then due and payable shall be due and payable by the Guarantor without notice or demand.

This Guaranty shall be binding upon the Guarantor and upon the Guarantor's heirs, legal representatives, successors and assigns and shall be for the benefit of the Company, its successors and assigns. Should any one or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall remain effective.

IN WITNESS WHEREOF, the foregoing instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

MARRIED INDIVIDUAL Guarantors executes as follows (both husband and wife SHOULD execute Guaranty):

_____	_____
(Witness)	(Husband)
_____	_____
(Witness)	(Wife)

UNMARRIED INDIVIDUAL Guarantor(s) execute as follows:

_____	_____
(Witness)	(Guarantor)
_____	_____
(Witness)	(Guarantor)

#### ACKNOWLEDGEMENT OF EXECUTION

STATE OF \_\_\_\_\_ )  
 ) ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 by \_\_\_\_\_ (Husband and Wife)\*.

My Commission Expires:

_____	_____
	Notary Public

\*Bracketed material should be deleted if not executed by husband and wife