

CONTINUING GUARANTY

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned (the "Guarantor", whether one or more) and as an inducement to O'Rourke Petroleum Products ("Payee") to extend credit to _____, ("Purchaser") in connection with the sale of oil, gasoline and/or other products or merchandise on credit to Purchaser, and the benefits thereby received by Guarantor, Guarantor hereby jointly, severally and unconditionally guarantees to Payee the prompt payment when due all sums at any time and from time to time owing Payee, its successors or assigns, by Purchaser, together with any and all interest and costs of collection, including reasonable attorney's fees (all hereinafter called the "Guaranteed Indebtedness").

1. Payment by Guarantor. In each event whenever any of the Guaranteed Indebtedness shall become due and remain unpaid, Guarantor will, upon demand, pay the amount due to Payee, without notice having been given to Guarantor prior to such demand or the creation of such indebtedness. Guarantor specifically agrees that it shall not be necessary or required in order to enforce any obligations under this Guaranty that Payee has made demand for payment upon Purchaser or any other person liable on the Guaranteed Indebtedness for payment thereof or has presented same for payment by Purchaser or any other person liable thereon or has made protest thereof or has given notice to Purchaser or any other party liable thereon of the maturity or nonpayment of the Guaranteed Indebtedness.

2. Place of Payment. All amounts becoming payable by Guarantor to Payee under this Guaranty shall be payable at Payee's address stated above or at such other address as directed by Payee in written notice to Guarantor.

3. Waiver by Guarantor. Guarantor specifically waives any notice of acceptance of this Guaranty by Payee, the creation, increase, existence, extension or renewal or rearrangement of the Guaranteed Indebtedness, any indulgence with respect to the Guaranteed Indebtedness or any part thereof, and of nonpayment thereof or default thereon, and Guarantor waives grace, demand, protest, presentment and notice of demand, protest or presentment with respect to the Guaranteed Indebtedness or notice of the amount of the Guaranteed Indebtedness outstanding at any time and Guarantor agrees that the maturity of the Guaranteed Indebtedness, or any part thereof, may be accelerated, extended or renewed or any other indulgence may be granted with respect thereto by Payee at its will or as may be agreed by Purchaser without notice to or further consent by Guarantor at any time.

4. Non-Waiver by Payee. Guarantor agrees that no renewal, extension or rearrangement of or any other indulgence with respect to the Guaranteed Indebtedness, or any part hereof, no release of, subordination of, or substitution of any security or other guaranty now or hereafter held by Payee for payment of the Guaranteed Indebtedness, or of any part hereof, no release of Purchaser or of any other person primarily or secondarily liable on the Guaranteed Indebtedness, or any part thereof (including any maker, endorser, guarantor or surety), no delay in enforcement of payment of the Guaranteed Indebtedness, or any part thereof, and no delay or omission or lack of diligence or care in exercising any right or power with respect to the Guaranteed Indebtedness or any security therefor or guaranty thereof or under this Guaranty, shall in any manner impair or affect the rights of Payee or the obligations and liabilities of Guarantor.

5. Guarantor's Direct Liability. Guarantor specifically agrees that it shall not be necessary or required, and that Guarantor shall not be entitled to require, that Payee proceed to obtain or assert a claim for personal judgment against Purchaser for the Guaranteed Indebtedness or make any effort at collection of the Guaranteed Indebtedness from Purchaser or foreclose against or seek to realize upon any security now or hereafter existing for the Guaranteed Indebtedness or file suit or proceed to obtain or assert a claim for personal judgment against any other party (maker, guarantor, endorser or surety) liable for the Guaranteed Indebtedness or make any effort at

collection of the Guaranteed Indebtedness from any such other party or exercise or assert any other right or remedy to which Payee is or may be entitled in connection with the Guaranteed Indebtedness or any security or other guaranty therefor, or assert or file any claim against the assets or estate of Purchaser or other person liable for the Guaranteed Indebtedness, or any part thereof, before or as a condition of enforcing the liability of Guarantor under this Guaranty or requiring payment of the Guaranteed Indebtedness by Guarantor hereunder, or at any time thereafter. The Guarantor expressly waives any right to the benefit of or to require or control application of any security or the proceeds of any security now existing or hereafter obtained by Payee as security for the Guaranteed Indebtedness, or any part thereof, and agrees that Payee shall have no duty insofar as Guarantor is concerned to apply upon any of the Guaranteed Indebtedness any monies, payments or other property at any time received by or paid to or in the possession of Payee, except as Payee shall determine in its sole discretion. Guarantor specifically agrees that Guarantor shall not have any recourse or action against Payee by reason of any action Payee may take or omit to take in connection with the Guaranteed Indebtedness, the collection of any sums or amounts herein mentioned, or in connection with any security or any other guaranty at any time existing therefor.

6. Subordination. Guarantor subordinates all indebtedness owing to Guarantor from Purchaser to all indebtedness of Purchaser to Payee. Guarantor further subordinates any liens or security interest it may have in the collateral or security of Purchaser (or any other party) to the liens and security interests in favor of Payee. In the event of default by Purchaser, and until payment in full of the Guaranteed Indebtedness is received by Payee, Guarantor agrees not to accept any payments or satisfaction of any kind of any indebtedness of Purchaser to Guarantor. If Guarantor should receive any such payment or satisfaction for indebtedness of Purchaser to Guarantor in violation of the above terms, Guarantor agrees to deliver the payment or satisfaction to Payee, and until delivered, Guarantor agrees to hold the same in trust for Payee.

7. Terms of Guaranteed Indebtedness. Guarantor agrees to the terms, provisions and conditions of any agreement which may have been or may hereafter be executed by Purchaser evidencing or in connection with the Guaranteed Indebtedness or any part thereof, and agrees that Guarantor's liability shall in no manner be affected, impaired or released by reason of any term, provision or condition of any agreement or by the failure, refusal or omission of Payee to enforce or observe any of same or by any action taken or omitted to be taken by Payee pursuant thereto or in connection therewith.

8. Release of Security. If any or all of the Guaranteed Indebtedness is now or hereafter secured in whole or in part, Guarantor agrees that Payee may, from time to time, at its discretion, and with or without valuable consideration, allow substitution or withdrawal of collateral or release or subordinate all or any part of such security, without notice to or consent by Guarantor, and without in anywise impairing, diminishing or releasing the liability of Guarantor.

9. Usury Disclaimer. No provision herein or in any promissory note, instrument or any other loan document executed by Purchaser or Guarantor evidencing the Guaranteed Indebtedness shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law. If any excess of interest in such respect is provided for herein or in any invoice or other document, the provisions of this section shall govern, and neither Purchaser nor Guarantor shall be obligated to pay the amount of such interest to the extent that it is in excess of the amount permitted by applicable law. The intention of the parties is to conform strictly to the usury laws now in force, and any invoices or other documents executed by Purchaser or Guarantor evidencing the Guaranteed Indebtedness shall be held subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

10. Transferability. This Guaranty is intended for and shall inure to the benefit of Payee and each and every other person who shall from time to time be or become the owner or holder of any of the Guaranteed Indebtedness, and each and every reference herein to Payee shall

also include and refer to each and every successor or assignee of Payee at any time holding or owning any part of or interest in any part of the Guaranteed Indebtedness. This Guaranty shall be transferable and negotiable, with the same force and effect and to the same extent that the Guaranteed Indebtedness is transferable, it being understood and stipulated that, upon the assignment or transfer by Payee of any of the Guaranteed Indebtedness hereby guaranteed, the legal holder or owner of the Guaranteed Indebtedness (or part thereof or interest therein thus transferred or assigned by Payee), shall also, unless provided otherwise by Payee in its assignment, have and may exercise all of the rights granted to Payee under this Guaranty to the extent of the part of or interest in the Guaranteed Indebtedness thus assigned or transferred to said person. Guarantor expressly waives notice of transfer or assignment of the Guaranteed Indebtedness, or any part thereof, or of the rights of Payee hereunder. Anything in this section to the contrary notwithstanding, all Guaranteed Indebtedness to Payee shall be paid in full first, before any assignee shall receive any benefits of this Guaranty.

11. Binding on Others. This Guaranty and the Guaranteed Indebtedness of Guarantor hereunder shall be binding upon Guarantor and the respective heirs, legal representatives, personal representatives, executors, administrators and successors of Guarantor.

12. Other Guarantors. Guarantor's obligations under this Guaranty shall not be released, diminished, impaired, reduced or adversely affected, and Guarantor waives any common law, equitable, statutory or other rights that Guarantor might otherwise have, as a result of any full or partial release of the liability of Purchaser or any other Guarantor on the Guaranteed Indebtedness, whether such liability is direct or indirect, joint, several or joint and several, it being recognized, acknowledged and agreed by Guarantor that Guarantor may be required to pay the Guaranteed Indebtedness in full without assistance of any other party, and Guarantor has not been induced to enter into this Guaranty on the basis of an understanding or agreement that other parties will at all times be liable to pay the Guaranteed Indebtedness, or that Payee will look to other parties to pay the Guaranteed Indebtedness. Guarantor, however, does not hereby waive or release, either expressly or impliedly, any rights of subrogation, reimbursement or contribution that Guarantor may have, after payment in full of the Guaranteed Indebtedness, against others liable under the Guaranteed Indebtedness, but Guarantor's rights of subrogation and reimbursement are subordinate to the rights and claims of Payee.

13. Notices. Any notice or demand to Guarantor may be given, and shall conclusively be deemed and considered to have been given and received, upon the deposit thereof, in writing, in the United States mail, duly stamped and addressed to Guarantor at the address of Guarantor as stated above, but actual notice, however given or received, shall always be effective. The last preceding sentence shall not be construed in anywise to effect or impair any waiver of notice or demand herein provided or to require giving of notice or demand to or upon Guarantor in any situation or for any reason.

14. Waiver of Certain Statutory Provisions. Guarantor hereby waives all rights to which Guarantor may or might otherwise become entitled to with respect to the provisions of Sections 34.02 and 34.03 of the Texas Business and Commerce Code, as amended, and agrees that the rights of Guarantor pursuant to the provisions of Section 34.04 of the Texas Business and Commerce Code, as amended, shall be subject to, secondary, subordinate and inferior in all respects to the rights of Payee pursuant to this Guaranty.

15. Corporate Guarantor. If Guarantor is a corporation, Guarantor warrants and represents that this Guaranty may reasonably be expected to benefit, directly or indirectly, the Guarantor, and that the Board of Directors of the Guarantor has adopted appropriate resolutions so certifying.

16. Applicable Law. The law governing this transaction shall be the applicable laws of the United States and the State of Texas, including the Uniform Commercial Code, as adopted and as amended in the State of Texas.



GUARANTOR:

By: _____

Printed Name: _____

Title: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20__ by _____, in his/her capacity as _____
of _____.

Notary Public, State of _____

OR

GUARANTOR:

Printed Name: _____

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
20__ by _____.

Notary Public, State of _____