

9. CONTINUING PERSONAL GUARANTY (to be signed individually by an owner or officer of the Applicant)

READ CAREFULLY BEFORE SIGNING. By signing below you personally and unconditionally guarantee payment of all amounts the Applicant business now or later owes Sun City Energy Supplies. This is a continuing guaranty of payment, not merely of collection: Sun City may collect from you directly without first pursuing the business. It applies even if you later sell your interest, leave the business, or the business is dissolved or files bankruptcy, until you revoke it in writing as provided in Paragraph 7. You are encouraged to consult an attorney before signing.

1. Guaranty. For value received, and to induce Sun City Energy Supplies ("Creditor") to sell products and extend credit to the Applicant named in Section 1 of this Application ("Debtor"), the undersigned ("Guarantor"), jointly and severally with every other guarantor of Debtor's obligations, absolutely, unconditionally and irrevocably guarantees to Creditor the full and prompt payment when due, whether at stated maturity, by acceleration or otherwise, of all indebtedness and obligations of Debtor to Creditor of every kind, whether now existing or hereafter arising, whether direct or indirect, absolute or contingent, and whether evidenced by invoice, open account, note, judgment or otherwise, including all service charges, finance charges, returned-item fees, costs of collection and attorneys' fees (collectively, the "Guaranteed Indebtedness"). There is no limit on the amount of the Guaranteed Indebtedness covered by this Guaranty unless a dollar limit is written in the space provided below and initialed by an officer of Creditor.

2. Guaranty of Payment, Not Collection. This is a guaranty of payment and performance, not of collection. Upon any default by Debtor, Creditor may proceed directly against Guarantor without first making demand upon, filing suit against, or exhausting any remedy against Debtor, any other guarantor, or any collateral. Guarantor's liability is primary and independent of Debtor's.

3. Waivers. Guarantor waives: notice of acceptance of this Guaranty; notice of any credit extended, product sold, or indebtedness incurred by Debtor; presentment, demand for payment, protest, notice of dishonor and notice of default; notice of any change in Debtor's financial condition; any right to require Creditor to marshal assets; all suretyship and other defenses available to a guarantor under Texas law, including those under Chapter 43 of the Texas Civil Practice and Remedies Code and Rule 31 of the Texas Rules of Civil Procedure, to the fullest extent they may be waived; and any defense based on the invalidity or unenforceability of the Guaranteed Indebtedness as against Debtor, including by reason of Debtor's lack of authority, dissolution, bankruptcy or discharge.

4. Creditor's Rights; No Discharge. Guarantor agrees that Creditor may, without notice to or consent of Guarantor and without releasing or affecting Guarantor's liability: extend, renew, modify, compromise, accelerate or otherwise change the time or terms of payment of any Guaranteed Indebtedness; increase, decrease, suspend or terminate Debtor's credit limit; accept partial payments; take, release, substitute or fail to perfect any collateral or security; release, settle with or fail to pursue Debtor or any other guarantor; and apply any payment or collateral to any portion of the Guaranteed Indebtedness in any order Creditor elects. Guarantor's obligations shall not be discharged by any change in Debtor's name, ownership, structure or management, or by the fact that Guarantor ceases to be an owner, officer, employee or member of Debtor.

5. Reinstatement. If any payment received by Creditor on the Guaranteed Indebtedness is later rescinded, avoided or must be returned by Creditor as a preference, fraudulent transfer or otherwise, this Guaranty shall be reinstated and Guarantor shall remain liable for that amount as though it had never been paid.

6. Subrogation. Until all Guaranteed Indebtedness has been paid in full, Guarantor waives and subordinates to Creditor all rights of subrogation, reimbursement, indemnity and contribution that Guarantor may have against Debtor or any other guarantor, and any claim against or security in property of Debtor.

7. Continuing Guaranty; Revocation. This is a continuing guaranty that remains in effect until revoked. Guarantor may revoke this Guaranty only by written notice delivered to Creditor by certified mail, return receipt requested, at the address shown on Creditor's current invoice (or by e-mail to accounting@suncityenergysupplies.com with written confirmation of receipt from Creditor). Revocation becomes effective thirty (30) days after Creditor's receipt of the notice and applies only to Guaranteed Indebtedness arising from orders placed after the effective date. Guarantor remains fully liable for all Guaranteed Indebtedness arising from orders placed before the effective date, including service charges and costs accruing on it afterward. Revocation by one guarantor does not affect the liability of any other guarantor.

8. Death or Incapacity. This Guaranty binds Guarantor's heirs, executors, administrators and estate. Guarantor's death or incapacity shall not revoke this Guaranty as to Guaranteed Indebtedness existing at that time or arising thereafter until Creditor receives written notice of revocation from Guarantor's legal representative as provided in Paragraph 7.

9. Credit Investigation; Financial Information. Guarantor acknowledges that he or she is or will be personally liable on Debtor's account and, in connection with the review, extension, renewal, monitoring or collection of that credit, authorizes Creditor and its agents, now and from time to time hereafter, to obtain consumer credit reports and other credit information about Guarantor from any consumer reporting agency and any other source, to verify the information in this Guaranty, and to report Guarantor's payment history. Guarantor agrees to furnish current financial information upon Creditor's reasonable request and represents that the information provided below is true and complete.

10. Costs of Enforcement. Guarantor shall pay all costs incurred by Creditor in enforcing this Guaranty or collecting the Guaranteed Indebtedness from Guarantor, including court costs and reasonable attorneys' fees, whether or not suit is filed.

11. Governing Law; Venue; JURY WAIVER. This Guaranty is performable in El Paso County, Texas and is governed by the laws of the State of Texas. Guarantor irrevocably submits to the jurisdiction of the state and federal courts located in El Paso County, Texas, agrees that venue for any action on this Guaranty is proper there, and waives any objection based on lack of personal jurisdiction, improper venue or inconvenient forum; provided that Creditor may bring suit in any other court where jurisdiction over Guarantor may be obtained. **GUARANTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE GUARANTEED INDEBTEDNESS.**

12. General. This Guaranty is for the benefit of Creditor and its successors and assigns and may be assigned by Creditor with the Guaranteed Indebtedness. It is the entire agreement of Guarantor and Creditor regarding its subject and may be amended or released only in a writing signed by an officer of Creditor. If any provision is unenforceable, the remainder shall be enforced. Guarantor signs this Guaranty in his or her individual capacity, regardless of any title shown, and acknowledges that no representation has been made by Creditor to induce this Guaranty other than the extension of credit to Debtor. This Guaranty is effective upon signing and is not conditioned on any further approval or notice by Creditor; Creditor's extension of any credit to Debtor is sufficient consideration.

GUARANTY \$ LIMIT (blank = unlimited)

OFFICER INITIALS (IF LIMITED)

DEBTOR (APPLICANT) LEGAL NAME

GUARANTOR (complete and sign individually — do not sign in a company capacity)

FULL LEGAL NAME OF GUARANTOR (INDIVIDUAL)

TITLE / RELATIONSHIP TO DEBTOR

DATE OF BIRTH

HOME STREET ADDRESS (NO P.O. BOX)

CITY

STATE

ZIP

SOCIAL SECURITY NO. (for credit report)

DRIVER'S LICENSE NO. / STATE

MOBILE PHONE

PERSONAL EMAIL

Signature of Guarantor, individually

Date

Witness (optional)

OPTIONAL ACKNOWLEDGMENT (not required for validity; recommended for guaranties over \$25,000 or where the Guarantor signs outside Creditor's presence)

STATE OF _____ § COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____ (name of Guarantor), in his or her individual capacity.

Notary Public, State of _____
(Seal)

Printed name of Notary

My commission expires