

GUARANTY

Purchaser: _____ (“Purchaser”)
Guarantor: _____ (“Guarantor”)
Beneficiary: Colonial Fuel and Lubricant Services, Inc. and/or its affiliates (collectively and individually, "Colonial")

For good and valuable consideration and in order to induce Colonial to sell goods or services to Purchaser in such amounts and on such credit, payment or other terms as Colonial may in its sole discretion approve, extend, increase, decrease, waive or otherwise modify from time to time, Guarantor hereby unconditionally and absolutely guarantees to Colonial the full and prompt payment and/or performance, when due, of all indebtedness, obligations, covenants and duties of Purchaser to Colonial, whether now existing or hereafter created or arising, as well as all costs and expenses of or incidental to the collection or enforcement of any of the foregoing or the enforcement or collection of this Guaranty, including reasonable attorneys' fees actually incurred and costs of litigation generally, whether or not suit is filed or on appeal (collectively and individually, the "Obligations"). Guarantor waives presentment, demand, protest, and all notices of any kind or nature. Colonial may, from time to time without notice to Guarantor, extend, modify, release, waive, increase, decrease, renew or compromise, in whole or in part, the Obligations, any terms or requirements related thereto, any collateral for any of the Obligations, Purchaser's credit limit, and/or any present or future terms or conditions of sales or credit to Purchaser or payment, in each case without releasing, discharging, extinguishing, modifying or affecting in any way this guaranty agreement or Guarantor's liability hereunder. This guaranty is a continuing, absolute, and unconditional guarantee and will remain in effect until all Obligations to Colonial have been satisfied in full. Guarantor's liability hereunder shall not be discharged, reduced, affected or impaired by any act, failure to act, neglect or omission by or on the part of Colonial or any other person or entity which but for this provision might or could in law or in equity act to release or reduce Guarantor's liabilities hereunder or otherwise constitute a legal or equitable discharge of a surety or guarantor under applicable law or this agreement. Colonial shall not be required to resort or look for payment and/or other performance to Purchaser, any other guarantor, or any collateral prior to enforcing this Guaranty against Guarantor. So long as any Obligations are due and owing or to become due and owing by Purchaser to Colonial, Guarantor shall not, without Colonial's written consent, collect from Purchaser, by subrogation or otherwise, any claim or debt acquired by Guarantor through the payment of Obligations or otherwise. The liability of the Guarantor hereunder shall be reinstated to the extent Colonial hereof is required at any time to disgorge or repay any amounts then previously received in payment of the Obligations, for any reason, including, without limitation, amounts recovered pursuant to preference claims in connection with bankruptcy proceedings of the Purchaser. No waiver of or failure on the part of Colonial to exercise, and no delay in exercising, any right or remedy hereunder shall operate as or constitute in any way a discharge or waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy granted hereby or by a related document or by law. If there is more than one guarantor of the Obligations, Guarantor's obligations hereunder shall be joint and several. Guarantor irrevocably agrees that the direct and/or indirect consideration to Guarantor from providing this guaranty has been received and is legally sufficient in all respects and waives any right to hereafter contest the receipt or sufficiency thereof. This guaranty shall be governed by the laws of Georgia, without reference to the conflicts or choice of law principles thereof, any legal proceeding with respect to this guaranty shall be brought in the federal or state courts of Chatham County, State of Georgia, and each party consents to the jurisdiction and venue of said courts. This guaranty shall not be construed against any party as the drafter, constitutes the entire and complete agreement between the parties hereto regarding the subject matter hereof and may be modified only in a writing signed by Guarantor and Colonial. This agreement shall be binding upon and inure to the benefit of the heirs, estate, legal representatives, successors, and assigns of the Guarantor and Colonial but may not be assigned or delegated by Guarantor without Colonial's prior written consent. This agreement may be executed and then delivered by fax or email, in which case a signed copy hereof so delivered shall have the force and effect of an executed delivered original. Executed by Guarantor under seal as follows:

Signed, sealed and delivered in the presence of:

GUARANTOR

Notary Public / Witness

Guarantor's signature (L.S.)

Printed Name

Guarantor's printed name

Address

Guarantor's Street Address

Date

Date

Social Security Number (for credit reporting purposes)