



**GAS DEPOT OIL COMPANY**  
**8930 N WAUKEGAN RD, SUITE 230**  
**MORTON GROVE, IL 60053**  
**PHONE (847) 581-0303, FAX (847) 581-0309**

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**PERSONAL GUARANTY**

I \_\_\_\_\_, for and in consideration off your extending credit to

\_\_\_\_\_ (the "Company") personally guarantee prompt payment of any obligation of the company to Gas Depot Inc. ("seller"), whether now existing or hereinafter incurred, and I further agree to bind myself to pay on demand any sum, which is due by the Company to Seller. It is understood that this guaranty shall be an absolute, continuing and irrevocable guaranty for such indebtedness of the Company. I expressly waive presentment, demand, protest, dishonor, diligence, notice of default or nonpayment, notice of acceptance of this guaranty, notice of the extending of any guaranteed indebtedness already or hereafter contracted for by the Company, notice of any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed, notice of any renewal or extension of such indebtedness, and I expressly consent to any modification or renewal of any credit agreement evidencing the indebtedness hereby guaranteed and to all renewals or extensions of such indebtedness. I further waive any right to require Seller to proceed against, or make any effort at collection of the guaranteed indebtedness from, the Company or any other party liable for such indebtedness.

If the guaranteed indebtedness is not paid by me when due, and this guaranty is placed in the hands of an attorney for collection, or suit is brought hereon, or it is enforced through any judicial proceeding whatsoever, I shall pay all reasonable attorney's fees and court costs incurred by Seller.

**CONFESSION OF JUDGEMENT:** Guarantor hereby irrevocably authorizes and empowers any attorney at law to appear in any court of competent jurisdiction and to confess judgment against Guarantor for the unpaid amounts of this Guaranty as evidenced by an affidavit signed by an officer of Company setting forth the amount than due, attorneys fees plus costs of suit and to release errors and waive its rights of appeal. If a copy of this Guaranty, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Guarantor waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by ant court to be invalid, voidable or void; but the power will continue undiminished and may be exercised from time to time as Company may elect until all amounts owing on this Guaranty have been paid in full. Guarantor hereby waives and releases any and all claims or causes of action which Guarantor might have against any attorney acting under the terms of authority which Guarantor as granted herein arising out of or in connection with the confession of judgment hereunder.

In the event more than that one party executes this Guaranty as a guarantor, then each guarantor agrees to be jointly and severally liable for the guaranteed indebtedness, and, in all instances herein, the singular shall be construed to include the plural.

**Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and shall be deemed to have been made and executed in Cook County, Illinois.

**Attorneys' Fees and Venue.** In any action or proceeding between the parties arising out of or in connection with this Agreement or the breach or enforcement hereof (i) venue shall lie in the Circuit Court of Cook County, Illinois, or, if federal jurisdiction is applicable, in the United States District Court for the Northern District of Illinois, Eastern Division, in Chicago, Illinois, and (ii) the party prevailing in such proceeding shall be entitled to recover its costs and expenses (including reasonable attorney's fees) from the nonprevailing party.

X \_\_\_\_\_  
 Guarantor

X \_\_\_\_\_  
 Guarantor

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

X \_\_\_\_\_  
 Witness

X \_\_\_\_\_  
 Witness

Date \_\_\_\_\_

Date: \_\_\_\_\_