



Personal Guaranty

For valuable consideration, the undersigned (hereinafter called "Guarantors"), jointly and severally, unconditionally guarantee and promise to pay to Alta Fuels, LLC (hereinafter "Creditor"), on order, on demand, in lawful money of the United States, the indebtedness of and performance of the obligations of _____, (hereinafter "Debtor") to Creditor, with respect to the prompt payment and performance when due, whether by acceleration or otherwise, of and all indebtedness, obligations and liabilities, direct, matured or unmatured, primary or secondary, certain or contingent whether now in existence or hereafter created by Debtor and owing to Creditor. This guaranty is a guaranty of payment and not of collection, and the punctual and faithful performance by Debtor of each and every duty, agreement, covenant and obligations of Debtor owing to Creditor (hereinafter "the obligations").

The obligations hereunder are joint and several, and independent of the obligations of Debtor, and a separate action or actions may be brought and prosecuted against Guarantors whether action is brought against Debtor or whether Debtor be joined in any such action or actions.

Guarantors authorize Creditor, within notice of demand and without affecting their liability hereunder, from time to time to (a) renew, compromise, extend, accelerate, or otherwise change the time for payment of, otherwise change the terms of the indebtedness or any part thereof, including increase or decrease the rate of interest thereon; (b) take and hold security; (c) apply such security and direct the order or manner of sale thereof as Creditor in its discretion may determine; and (d) release or substitute any one or more of the endorsers or Guarantors. Creditor may without notice assign this Guaranty in whole or in part.

Guarantors waive any right to require Creditor to (a) process against Debtor; (b) proceed against or exhaust any security held from Debtor; or (c) pursue any other remedy in Creditor's power whatsoever. Guarantors waive any defense arising by reason of any disability or other defense of Debtor by reason of the cessation from any cause whatsoever of the liability of Debtor. Until all indebtedness of Debtor to Creditor shall have been paid in full, even though such indebtedness is in excess of Guarantors' liability hereunder, Guarantors shall have no right of subrogation, and waive any right to enforce any remedy which Creditor now has or may hereafter have against Debtor, and waive any benefit of, and any right to participate in any security now or hereafter held by Creditor. Guarantors waive all presentments, demands for performance, notices of nonperformance, protests, notices of protests, notices of dishonor, and notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness.

Guarantors agree to pay reasonable attorneys' fees and all other costs and expenses which may be incurred by Creditor in the enforcement of this Guaranty.

Any person who signs this Guaranty hereby agrees that recourse may be had against their separate and community property for all their obligations under this Guaranty.

No representations or agreements of any kind have been made to the Guarantors which would limit or qualify in any way the terms of this Guaranty.

This Guaranty shall also bind the heirs, personal representatives, successors and assigns of the Guarantors.

This is intended to be and is a continuing guaranty and shall not be revoked except by written notice to creditor.

This Guaranty shall be governed and construed under the laws of the State of Colorado without regard to its conflict of laws principles.

IN WITNESS WHEREOF, the undersigned Guarantors have executed this Guaranty this _____ day of _____, _____.

X _____
Guarantor

X _____
Guarantor

Print Name

Print Name