



To induce HollyFrontier Refining & Marketing LLC, its successors or assignees (hereinafter referred to as 'HollyFrontier') to sell asphalt materials, gasoline, diesel fuel, lubricants, and other petroleum products & related services to \_\_\_\_\_ (company name) of \_\_\_\_\_ (city, st)

(hereinafter referred to as 'Principal'), I hereby guaranty to you the payment of such sum or sums now due and as may at any time, and from time to time, become due to you from Principal arising from (1) the sale by HollyFrontier of asphalt materials, gasoline, diesel fuel, lubricants, and other petroleum products & related services to Principal, and (2) the leasing of real property by HollyFrontier to Principal, and (3) any other contractual obligations incurred by Principal arising from above and whether the indebtedness of Principal is upon open account or evidenced by a note or notes, a contract or lease, or other evidence of such purchases or obligations made by Principal. You are at liberty to give the Principal at any time, and from time to time, such extensions of credit as you think proper, for which this shall be a continuing guaranty for (1) all sales made by HollyFrontier to Principal, and (2) for all other indebtedness owing to HollyFrontier by Principal arising from the above, all of which was made or incurred prior to the time HollyFrontier shall receive written notice from me canceling this guaranty.

I covenant and agree that I shall be liable and responsible for and shall pay to HollyFrontier all sums that may be due or become due by the Principal promptly upon demand, whether the same is represented by open account, notes, leases or otherwise, or whether due at maturity or upon extensions or renewals thereof, and that the terms agreed upon by HollyFrontier and the Principal shall be fully binding upon me without notice. I expressly waive all pleas of discussion and division and all notice of the acceptance of this guaranty; I further waive all notices of the execution of notes and the advance of credits regardless of the forms thereof; and also waive notice of nonpayment when due or at maturity or upon extension or renewal of said open account, notes or other forms of indebtedness; and further waive notice of renewals or extensions of all such open accounts or other forms of indebtedness and all notice of changes in the form of indebtedness.

I hereby give HollyFrontier express permission to obtain credit information from third parties, including a consumer credit report, and other such information as HollyFrontier may need to evaluate this guaranty from time to time.

This document shall be construed, interpreted and the right of the parties determined in accordance with the laws of the state of Texas. The parties hereby agree that all legal proceedings or actions arising out of this document may be heard and determined in Texas state or federal court sitting in Dallas, Texas.

This guaranty shall inure to and be for the benefit of HollyFrontier, its successors or assignees, and shall be binding upon Guarantor's legal representatives. Fax or scanned copy may be used as the original document.

**WITNESS MY HAND** this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Signature \_\_\_\_\_ Home Address \_\_\_\_\_

Social Security No. \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Signature \_\_\_\_\_ HomeAddress \_\_\_\_\_

Social Security No. \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State on this day personally appeared \_\_\_\_\_ known to me to be the person/s whose name/s is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_ County

**ACCEPTED:**  
HollyFrontier Refining & Marketing LLC

By \_\_\_\_\_

Rev.07/01/11

