

GUARANTEE AGREEMENT

The undersigned and if more than one, jointly and severally (herein called "Guarantor"), do hereby guarantee and agree to pay any and all indebtedness of any nature whatsoever incurred by _____ a corporation incorporated under the laws of the Province of _____, with principal offices in the _____, (herein called "Debtor"), unto SMITH FUEL SERVICES LTD., a company existing under the laws of the Province of British Columbia, with principal office at 9516 78 STREET Fort St John, BC V1J 4J9. (herein called the "creditor")

This guarantee is given in consideration of advances of credit to Debtor by the Creditor. This guarantee covers any indebtedness incurred by Debtor prior to or subsequent to the date hereof. Guarantor agrees that this guarantee is absolute, unconditional, and unlimited as to such indebtedness, and any charges or interest thereon, and any costs of collection, including but not limited to legal fees and court costs.

This guarantee shall be a continuing and indefinite guarantee and shall continue in full force and effect until revoked by the Creditor.

The obligation of Guarantor under this guarantee is a primary obligation and may be enforced by the Creditor without the Creditor first initiating proceedings, or proceeding against (1) Debtor or any other Guarantor (whether named in this Guarantee or not), or (2) against any collateral or property given to secure payment of the debt, or (3) by way of any other right or remedy whatsoever. Furthermore, Guarantor acknowledges and agrees that no notice of default by Debtor need to be given by the Creditor to Guarantor and Guarantor hereby waives the requirement, if any, for such notice. Until all indebtedness of Debtor is paid in full to the Creditor, Guarantor shall have no rights of subrogation, nor any right to enforce any remedy which Smith Fuel Services may have against Debtor.

The Creditor shall have the right at any time and from time to time, (1) to refuse further credit to Debtor, or (2) to change the terms of the debt with Debtor, or (3) to waive or release or refuse, neglect or omit to register any collateral or other security taken from Debtor, or (4) to extend the time for payment to Debtor, or (5) to compromise or adjust the debt with Debtor, all without notice to Guarantor and all without discharging or affecting Guarantor's liability under this Guarantee Agreement.

This Guarantee can not be assigned by Guarantor. However, the Creditor may assign its interest under this Guarantee, and may do so without notice to Guarantor.

The books and records of the Creditor as same relate to the accounts with Debtor shall be prima facie evidence of the debt of the Guarantor.

The Creditor shall not be concerned to see or inquire into the powers of Debtor or its directors or other agents acting or purporting to act on its behalf, and this Guarantee shall not be invalidated or terminated by reason of Debtor or its directors or other agent acting or purporting to act in excess of its or their powers or for any other irregularity or defect.

Guarantor hereby agrees to subordinate and postpone in favour of the Creditor any claim which it may have against Debtor.

This Guarantee is binding upon Guarantor and his or her heirs, executors, administrators and personal representatives, jointly and severally. In the event of death of Guarantor, or one of them, the obligation of the deceased Guarantor shall continue against his or her estate.

The Guarantor acknowledges that prior to the signing of this guarantee, he/she was advised to seek and receive independent legal advice regarding this guarantee.

IN WITNESS WHEREOF the Guarantor(s) has (have) duly executed this Agreement on the date shown above the seal and signature.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

DATED at
this __ day of _____ 20_.

Signature of Witness

(Seal)

Street Address

Full Name of Guarantor

City, Town and Province

Street Address

Occupation

City, Town and Province

Relationship to Debtor

Signature of Witness

(Seal)

Street Address

Full Name of Guarantor

City, Town and Province

Street Address

Occupation

City, Town and Province

Relationship to Debtor