

GUARANTY

TO: XXXXXXXXXXXXXX
(SUPPLIER'S ADDRESS)

Ladies & Gentlemen:

For value received and in consideration of the credit which you may hereafter extend to _____ (hereinafter called "Purchaser"), _____ (hereinafter called "Guarantor") hereby guarantees payment when due of any and all obligations, as such term is hereinafter defined in paragraph 3, owed by Purchaser to you, and hereby agrees to promptly pay such obligations upon demand if default in the payment thereof is made by Purchaser subject to the following limitations and conditions:

1. The obligations guaranteed hereby and the maximum amount recoverable pursuant to this Guaranty shall not exceed at any one time the aggregate amount of DOLLAR AMOUNT IN WORDS (\$ IN NUMBERS).

2. The obligations guaranteed hereby shall include only those obligations incurred by Purchaser on or after XXXXX, 2002.

3. As used herein, "obligations" shall mean all monies that are or may be due and owing to you by Purchaser pursuant to the terms of the agreement(s) between you and Purchaser for the purchase, sell, and/or exchange of natural gas, other natural gas products, crude oil, refining feedstock and/or refined products, petroleum products and/or financial derivatives from you by Purchaser.

4. This is a continuing guaranty for the obligations incurred, and until revoked, shall cover all obligations arising out of the above-described transaction(s), including any renewal of obligations arising after the original amount of obligations have been satisfied, subject to the

maximum amount set forth in Paragraph 1 hereof.

5. The Guarantor hereby expressly waives notice of acceptance of guaranty, demand, and notice of nonpayment, and hereby consents to any extension of time of payment of any and all obligations hereby guaranteed. This Guaranty further waives any right to require that any action be first taken against Purchaser.

6. This Guaranty shall not apply to any obligations created or incurred by Purchaser after actual receipt by you of written notice from Guarantor of the revocation of the Guaranty, but such revocation shall not affect liability for any obligations then existing.

7. Any other provision of this Guaranty to the contrary notwithstanding, the parties expressly agree that, in any action brought with respect to this Guaranty, Guarantor shall be entitled to raise as a complete or partial defense to any liability it may otherwise have hereunder any contractual defenses to the same extent as such defenses could have been raised by Purchaser in defense of a claim brought by _____ against Purchaser, excluding however any defense based upon the bankruptcy or insolvency of Purchaser.

8. The Guarantor agrees to pay all costs, expenses and fees, including reasonable attorneys' fees, which may be incurred by you in enforcing this Guaranty.

9. This Guaranty shall be construed in accordance with and governed by the laws of the State of _____.

Executed the _____ day of _____, 2002.

By _____