

LIMITED GUARANTY

This Guaranty Agreement (the "Guaranty") is made by **XXXXX** ("Guarantor"), a _____ corporation, in favor of **YYYYYY** ("Creditor"), a _____ corporation.

WHEREAS, **ZZZZZ** ("Debtor") and Creditor have entered or anticipate entering into [...] (the "Agreement(s)");

WHEREAS, Guarantor has agreed to provide assurance for the payment of Debtor's obligations under the Agreement(s); and

WHEREAS, the execution and delivery of this Guaranty is a condition to Creditor's performance of its obligations under the terms of the Agreement(s).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees the punctual payment when due of Debtor's payment obligations arising under the Agreement(s), as may be amended or modified from time to time, together with any interest thereon (collectively, the "Guaranteed Obligations"); provided, however, that the aggregate liability of Guarantor hereunder, regardless of any amendment or modification to the Agreement(s), shall be limited to the lesser of (a) all amounts owed by Debtor to Creditor under the Agreement(s) and (b) **USD XX,000,000 (in words US dollars)**). Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations and Guarantor shall have no obligation to sell, deliver, supply or transport petroleum, gas and/or electricity.
2. **Guaranty Absolute.** Subject to the limitation set forth in Section 1 above, the liability of Guarantor under this Guaranty shall be absolute and unconditional irrespective of:
 - (a) any lack of validity or enforceability of or defect or deficiency in the Agreement(s) or any other documents executed in connection with the Agreement(s);
 - (b) any modification, extension or waiver of any of the terms of the Agreement(s);
 - (c) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from any agreement or instrument executed in connection therewith;
 - (d) any sale, exchange, release or non-perfection of any property standing as security for the liabilities hereby guaranteed or any liabilities incurred directly or indirectly hereunder or any setoff against any of said liabilities, or any release or amendment or waiver of or consent to departure from any other guaranty, for all or any of the Guaranteed Obligations;

- (e) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Creditor to exercise, in whole or in part, any right or remedy held by Creditor with respect to the Agreement(s) or any transaction under the Agreement(s);
- (f) any change in the existence, structure or ownership of Guarantor or Debtor, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Debtor or its assets; or
- (g) any other circumstance that might otherwise constitute a defense available to, or a discharge of, Debtor or Guarantor or any other individual, partnership, joint venture, corporation, association, trust or other enterprise that is a party to any agreement or instrument (including any guarantor) in respect of the Guaranteed Obligations, other than payment in full of the Guaranteed Obligations.

The obligations of the Guarantor hereunder are several from the Debtor or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for Creditor, in order to enforce payment by Guarantor under this Guaranty, to show any proof of Debtor's default, to exhaust its remedies against Debtor, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by Creditor upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Debtor or any other guarantor, or upon or as a result of the appointment of a receiver, intervenor or conservator of, or trustee or similar officer for, Debtor or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by Creditor in reliance hereon or in connection herewith;
- (b) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest with respect to the Guaranteed Obligations; and
- (c) any requirement that suit be brought against, or any other action by Creditor be taken against, or any notice of default or other notice be given to, or any demand be made on, Debtor or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under

this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. **Expenses.** Notwithstanding and in addition to the limit on Guarantor's liability hereunder set forth in Section 1, Guarantor agrees to pay on demand any and all reasonable costs, including reasonable legal fees, and other expenses incurred and documented by Creditor in enforcing Guarantor's payment obligations under this Guaranty; provided that the Guarantor shall not be liable for any expenses of Creditor if no payment under this Guaranty finally determined to be due by a court of competent jurisdiction.
5. **Subrogation.** Guarantor shall be subrogated to all rights of Creditor against Debtor in respect of any amounts paid by Guarantor pursuant to the Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise, until all of the Guaranteed Obligations then due shall have been irrevocably paid to Creditor in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Guaranteed Obligations then due shall not have been paid in full, such amount shall be held in trust for the benefit of Creditor and shall forthwith be paid to Creditor to be applied to the Guaranteed Obligations. If (a) the Guarantor shall perform and shall make payment to Creditor of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations then due shall have been paid in full, Creditor shall, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment by Guarantor.
6. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon delivery, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, sent by confirmed telecopy or personally delivered. Notices shall be sent to the following addresses:

If to Creditor:

If to Guarantor:

If to Debtor:

7. **Demand and Payment.** Any demand by Creditor for payment hereunder shall be in writing, signed by a duly authorized officer of Creditor and delivered to the Guarantor pursuant to Section 6 hereof, and shall (a) reference this Guaranty, (b) specifically identify the Debtor, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions. There are no other requirements of notice, presentment or demand.
8. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of Creditor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.
9. **Term; Termination.** This Guaranty shall remain in full force and effect until the Guaranteed Obligations have been paid or performed in full.
10. **Assignment; Successors and Assigns.** Creditor may, upon prior written consent of Guarantor, which consent may not be unreasonably withheld, assign its rights hereunder. Guarantor may not assign its rights hereunder without the prior written consent of Creditor. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.
11. **Amendments, Etc.** A written amendment executed by the Guarantor only may (a) increase the guaranty limit specified in Section 1 and/or (b) extend the termination date of this Guaranty. No other amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Creditor. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by Creditor. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.
12. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.
13. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid or unenforceable, in whole or in part.

14. GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION TO THE CONFLICTS OF LAWS PRINCIPLES OF SUCH STATE. THE PARTIES HERETO HEREBY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR FEDERAL COURT SITTING IN NEW YORK, NEW YORK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE PARTIES HEREBY WAIVE ANY OBJECTION TO VENUE IN NEW YORK, NEW YORK AND ANY OBJECTION TO ANY ACTION OR PROCEEDING ON THE BASIS OF FORUM NON CONVENIENS.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer(s) effective as of this ___ day of _____, _____ (“Effective Date”).

By: _____
Name: _____
Title: [Officer] _____

By: _____
Name: _____
Title: [Officer] _____