



CONTINUING UNCONDITIONAL GUARANTY

This Personal Continuing Unconditional Guaranty (“Guaranty”) is executed by the undersigned (“Guarantor”) in favor of **NGL Crude Logistics LLC (the “Beneficiary”)**.

Recitals

A. Beneficiary may from time to time enter into agreements (each an “Agreement”) with _____ (the “Company”) or subsidiaries, affiliated or related persons or entities of the Company (the Company and such subsidiaries, affiliated or related persons or entities, collectively, the “Obligor”) pursuant to which Beneficiary will provide Obligor with goods and/or services.

B. Guarantor is interested in the successful business enterprises of Obligor.

C. Beneficiary is willing to extend credit to Obligor in connection with the Agreements only if Guarantor unconditionally guarantees full and prompt payment of any and all liabilities and obligations owed to Beneficiary by Obligor pursuant to such Agreements (the “Obligations”).

D. In order to induce Beneficiary to extend credit in connection with the Obligations, Guarantor is willing to enter into this Guaranty.

NOW, THEREFORE, in consideration of the mutual benefits obtained by Guarantor and Obligor in obtaining Beneficiary’s approval to extend such credit to Obligor, with or without security, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Guarantor agrees as follows:

AGREEMENT

1. Guaranty. Guarantor hereby unconditionally and absolutely guarantees the prompt, punctual and complete payment of all Obligations now existing or hereafter arising; and the full and prompt payment of all damages, costs and expenses which Beneficiary may incur by failure of Obligor to promptly and completely pay all such amounts, including interest, penalties, court costs, and attorney’s fees, with or without the filing of any lawsuit, and whether or not said attorney is a salaried employee or not. This Guaranty requires only the payment of money and shall not in any manner be construed (i) to provide for Guarantor to substitute its performance (other than the obligation to pay money) for the performance of Obligor or (ii) as a guaranty of collection.

2. Guaranty Absolute.

(a) In case of any default by Obligor in the payment of any Obligation, Beneficiary shall not be required, as a condition of Guarantor’s liability, to proceed first against Obligor. Further, Guarantor authorizes Beneficiary to extend the time for payment by Obligor of any Obligations guaranteed hereunder and otherwise to contract and deal with the Obligor without notice to the Guarantor and without the consent of the Guarantor in all respects at Beneficiary’s discretion without affecting the obligations of the Guarantor hereunder. If Beneficiary should at any time require or accept other or further security for the payment of any indebtedness of Obligor, or if upon maturity of any debt or obligation owing to Beneficiary by Obligor, Beneficiary shall, either with or without notice to Guarantor, allow Obligor further time in which to pay the same, or accept, extend or renew any bill, note or other obligation evidencing such indebtedness, Beneficiary’s action in so doing shall not in any way alter, diminish, release, or affect Guarantor’s liability hereunder.

(b) Guarantor hereby waives (i) any and all rights of offset, counterclaim or deductions that they or Obligor might have against Beneficiary; (ii) notice of acceptance hereof and of purchases by Obligor or default of Obligor in making payments due, (iii) any requirement that Beneficiary institute suit or exhaust other legal remedies against the Obligor before proceeding under this Guaranty, and (iv) any claim of homestead, exemption or priority under the laws of their resident state and the State of Colorado and consents that any subsequent execution for collection of any judgment hereunder or related hereto may be satisfied without limitation or exclusion by any such exemption or priority. (c) In any suit brought on this Guaranty, no other proof shall be required than to establish the amount or sums of money due and owing to Beneficiary by Obligor, and when so proved, shall be conclusive and binding upon Guarantor.

3. Termination. This Guaranty shall be effective as of the date hereof and shall continue in full force and effect in accordance with the terms of this paragraph. This Guaranty shall terminate with respect to any particular Obligation that is incurred by Obligor at least thirty (30) days after the receipt by Beneficiary of a notarized written notice signed by Guarantor and delivered by overnight courier to the address indicated below that Guarantor is terminating this Guaranty. Notwithstanding the foregoing, this Guaranty shall remain in full force and effect with respect to any Obligations incurred from the date hereof until the expiration of the thirty (30) day period set forth above, and Beneficiary shall be entitled to all remedies provided for by this Guaranty with respect to such Obligations.

4. Effect of Bankruptcy of Obligor. If Obligor becomes insolvent or files a petition for relief under any present or future provision of the Bankruptcy Code or any other similar existing or future law, or if such petition be filed against Obligor, and in any such proceedings some or all of the Obligations are terminated or rejected, or any Obligation of Obligor are modified or abrogated, Guarantor's liability under this Guaranty will not be affected or modified, and such liability will continue in full force and effect as if no such action or proceeding had occurred. This Guaranty will continue to be effective or reinstated, as the case may be, if any payment of any obligations arising hereunder must be returned by Beneficiary upon the bankruptcy of Obligor, or otherwise, as though such payment had not been made.

5. Representations and Warranties. Guarantor represents and warrants that this Guaranty constitutes the legal, valid and binding obligation of the Guarantor.

6. Miscellaneous.

(a) This Guaranty is intended to be legal, valid, binding and enforceable in accordance with its terms. Whenever possible, each term and provision of this Guaranty will be interpreted so as to be effective and to effectuate its intent under applicable law. If any term or provision of this Guaranty is unenforceable, invalid or prohibited in any jurisdiction under applicable law, such term or provision will be ineffective in such jurisdiction, but only to the extent of such unenforceability, invalidity or prohibition, and the remainder of such term or provision, and the other terms and provisions of this Guaranty, will not be affected or impaired in such jurisdiction, nor will any of the terms or provisions of this Guaranty be affected or impaired in any way in any other jurisdiction.

(b) This Guaranty shall be deemed to have been made under and shall be governed by the laws of the State of Colorado in all respects, including without limitation, matters of construction, validity, performance and venue.

(c) Guarantor hereby expressly agrees that the venue for any litigation hereunder or related hereto shall be in the State of Colorado, and hereby consents to the venue, authority and jurisdiction of the courts located therein over its/their person in any action to enforce any provisions hereof, and agrees that service of process may be made wherever Guarantor may be found and that such service shall be valid and binding as if personal service had been made upon Guarantor within the State of Colorado.

(d) This Guaranty constitutes the entire agreement between Guarantor and Beneficiary and supersedes and renders void all prior negotiations and agreements between said parties, whether written or oral, pertaining to the subject matter of it and, except as specifically provided in this Guaranty, there is no oral or written conditions precedent, concurrent or subsequent that affect its enforceability.

(e) This Guaranty is personal to Guarantor and may not be assigned without the prior written consent of Beneficiary. If Beneficiary consents to any such assignment, this Guaranty shall be binding upon the Guarantor's successors and assigns, and shall inure to the benefit of and be enforceable by Beneficiary, its successors, transferees and assigns. No such consent by Beneficiary will constitute consent to any other or subsequent assignment or delegation. Beneficiary may, upon notice to the Guarantor, sell, assign, or transfer this Guaranty and/or all or part of the Obligations.

(f) All notices required or permitted to be given to Beneficiary must be in writing and sent via overnight courier to: **NGL Crude Logistics, 2900 N. Loop West, Suite 1250, Houston, TX 77092-8863, Attention: Credit Manager.** Beneficiary may change its address for notice purposes by sending a notice of that change to Guarantor at the current address for Guarantor as shown in Beneficiary's records. All notices required or permitted to be given to Guarantor must be in writing and sent via overnight courier to Guarantor at the address set below on the signature page hereto.

Signature

Printed Name

Date Signed

Social Security Number

Birth Date

Home Address

City State Zip

Home Telephone

Signature

Printed Name

Date Signed

Social Security Number

Birth Date

Home Address

City State Zip

Home Telephone

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, a Notary Public in and for the County of _____ State of _____ by _____, and _____ who is/are known to me or has/have provided satisfactory proof of identity .

My commission Expires (seal)

Signature

Name

Date