

FINANCIAL GUARANTEE BOND

Bond No. _____

This Guarantee Agreement dated _____, by _____
_____(Name of Insurance Company), a _____ corporation, having its principal
office at _____
_____, herein referred to as Guarantor and Union Oil Company of California dba Unocal, a California corporation,
having its principal office at 425 First Street, San Francisco, California 94105, herein referred to as Obligee, and ____
_____(Name of Company), having its
principal office at _____, herein
referred to as Principal, with respect to credit to be extended by Obligee to Principal.

For value received, Guarantor agrees as follows:

1. STATEMENT OF GUARANTEE

Guarantor guarantees payment when due of all amounts, payable to Obligee by reason of Principal's use on or
after _____(Effective Date), of the credit card account issued by Obligee to Principal.

2. SCOPE AND DURATION

Guarantor may cancel the Guarantee by giving thirty (30) days written notice to Obligee. Guarantor shall be
relieved of any further liability under this guarantee thirty (30) days after receipt of such notice by Obligee,
except that the cancellation shall not affect charges owing to Obligee and incurred prior to the 30th day after
receipt of said cancellation by the Obligee.

Guarantor's liability pursuant to this Agreement shall continue notwithstanding any incapacity, death,
bankruptcy or disability of Principal or any other person.

3. LIMITATION OF LIABILITY

Except as provided in paragraph 6, the maximum liability of Guarantor under this Agreement shall be \$ ____
_____.

If Obligee holds one or more other Surety or Guarantee Agreements executed by Guarantor related to credit
extended to Principal by Obligee, the amount of Guarantor's liability imposed by such other Surety or Guarantee
Agreement or Agreements shall be added to the amount of Guarantor's liability imposed in this section and the
resulting total shall be the aggregate amount of Guarantor's liability.

4. OBLIGEE'S CONTROL OF CREDIT

Without notice to Guarantor, Obligee may grant credit to Principal on the credit card account from time to time
and may accelerate, extend or change the time or manner of payment of any indebtedness, or increase or
reduce the rate of interest thereon.

Guarantor agrees that any information regarding the agreement for extension of credit on the account between
Obligee and Principal shall be obtained by Guarantor from Principal. Guarantor releases Obligee from any duty
to provide such information and from any liability for any failure to do so. Guarantor agrees that such failure
shall not affect Guarantor's obligations under this Agreement. Guarantor waives any rights conferred by the
provisions of California Civil Code Section 2819, as it reads on the date of this Agreement, or as hereafter
amended.

5. OBLIGEE'S REMEDIES

Obligee need not take any action against Principal, any other Surety or Guarantor or any other person, firm, or corporation, or resort to any security held by it at any time before proceeding against Guarantor. Guarantor waives any right to compel Obligee to proceed against Principal, any other Surety or Guarantor, or any security from any source, before proceeding against Guarantor. Guarantor waives any rights otherwise granted to Guarantor pursuant to the provisions of California Civil Code Sections 2845 and 2849, as they exist on the date of this Agreement, or as hereafter amended.

6. ATTORNEY'S FEES AND COSTS

Notwithstanding the provisions of paragraph 3, Guarantor shall, pay Obligee its reasonable attorney's fees and all actual costs and other expenses incurred by Obligee in enforcing this Guarantee Agreement against Guarantor.

7. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of Obligee, its successors and assigns and the assignees of any credit hereby assured and guaranteed. It shall bind Guarantee and Principal, and heirs, executors, administrators, successors and assigns.

8. GOVERNING LAW AND VENUE

This Agreement is entered into, executed and is to be performed in the County of San Francisco, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Guarantor, Principal and Obligee hereby agree that all payments by and obligations of Principal to Obligee, and Guarantor to Obligee, under the terms of this Agreement are payable to and to be performed at, Union Oil Company of California dba Unocal, 425 First Street, San Francisco, California. The parties hereto further agree that San Francisco, California is the proper venue for any action or proceeding commenced to enforce or otherwise construe or consider the provisions of this Agreement or rights or obligations pursuant thereto. Guarantor and Principal agree to and do hereby waive any rights granted to Guarantor and Principal pursuant to the provisions of California Code of Civil Procedure, Sections 392, 393, 396 (a), 396 (b), 397, 398, and 400, as they exist on the date of this Agreement, or as hereafter amended.

Signed, Sealed and Dated this _____ day of _____, _____.

Name of Company
By: _____

Name of Surety Company
By: _____
Attorney-in-Fact