

GUARANTY AGREEMENT

W.L. Halsey Grocery Co., Inc
P.O. Box 6485
Huntsville, AL 35824

To induce W.L. Halsey Grocery Co. to extend credit to

and in consideration thereof, the undersigned separately and severally, hereby unconditionally guarantee the payment when due of any and all indebtedness which may at any time and from time to time be owing to W.L. Halsey Grocery Co. Inc., by said corporation, partnership or business as set out above or by any successor thereof.

All prior notices of default and demand for payment are hereby waived. You shall have the unrestricted right to renew, extend, modify, and/or compromise and indebtedness and to accept, substitute, surrender or otherwise deal with any guarantor or guarantees without notice to the undersigned and without in any way affecting the obligation of the undersigned.

The guaranty shall remain in full force and effect until such times as you shall have received from the undersigned written notice of revocation by registered or certified mail, such notice of revocation shall not affect any existing indebtedness or any transaction or commitment previously undertaken by you.

The undersigned agrees to pay all costs and expenses incurred by W.L. Halsey Grocery Co. Inc., in collecting from the guarantors or in enforcing this guaranty including a reasonable attorney's fee. It is understood and agreed that any litigation will be handled under the laws of the State of Alabama and the jurisdiction and venue of this matter is Madison County, Alabama.

The undersigned hereby waives all rights of exemption granted under the laws of the State of Alabama with respect to this guaranty.

Notice of acceptance of guaranty is hereby waived.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this _____ day of _____, 20_____.

(Signature)

(Witness)

(Print Name)

(Signature)

(Witness)

(Print Name)