

**PERSONAL GUARANTY**

This Unconditional Continuing Personal Guaranty (hereinafter the "Guaranty") is entered into by and among City Wholesale Grocery, Inc. ("CWG") and \_\_\_\_\_ ("Guarantor") this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Guarantor unconditionally and personally guarantees payment to CWG of all amounts owing to it related to the supply by CWG to Purchaser of merchandise pursuant to the Account Agreement between the aforesaid parties dated the \_\_\_\_\_ day of 20\_\_\_\_. In consideration of the supply of merchandise by CWG to

\_\_\_\_\_  
("Purchaser") from time to time hereafter, Guarantor unconditionally and personally guarantees the full amount of Purchaser's Obligations made up of those Obligations already incurred and owed to CWG and those Obligations which will or may be incurred in the future by Purchaser. "Obligations" includes any and all advances, debts, obligations, credit extensions, and liabilities of purchaser to CWG (as the same may be modified or replaced), existing in the past or future, however arising. The liability of Guarantor shall be unconditional and shall cover all foregoing Obligations of Purchaser to CWG. CWG'S acceptance of any portion of payment from Purchaser shall not be a waiver of its right to full reimbursement of Purchaser's Obligations.

This is a continuing Guaranty related to any Obligation. This Guaranty shall remain in full force and effect until CWG's written acknowledgement of CWG's receipt of written notice of revocation by Guarantor as to future transactions, and even after CWG's receipt and acknowledgement or revocation, this Guaranty shall remain effective as to: (1) Obligations then outstanding (as the same are modified, extended, renewed or replaced); (2) all advances or extensions of credit made to or on behalf of purchaser subsequent thereto pursuant to a commitment or credit arrangement in effect at the time of CWG'S acknowledgement of revocation which commitment or credit arrangement permits, provides for or obligates CWG to make such advance or extension of credit, including, without limitation, any construction loan, line of credit or letter of credit (as the same may be modified, extended, renewed or replaced), and (3) all expenses and/or costs of collecting or enforcing any of the foregoing.

CWG is entitled to reimbursement of all costs, fees, attorney's fees and other amounts incurred in connection with the enforcement of the Account Agreement and this Guaranty.

Guarantor agrees that, if at any time all or any part of any payment previously applied by CWG to any of the Guaranteed Obligations must be returned by CWG for any reason, whether upon the claim of a preference, fraudulent transfer, or other claim of a debtor-in-possession, trustee in bankruptcy, or other representative of creditors of Guarantor, or otherwise, and whether by court order, administrative order, or non-judicial settlement, this Guaranty shall remain in effect or shall be deemed to be reinstated, as the case may be, Guarantor shall remain liable for the full amount returned as if such amount had never been received by CWG, notwithstanding any termination of this Guaranty or cancellation of any promissory note other instrument or agreement evidencing any of the Guaranteed Obligations.

This Agreement shall be governed by and enforced and construed under the laws of the State of Alabama. Both parties hereby consent to the jurisdiction of the state and federal courts presiding in and over Jefferson County, Alabama, in any action or proceeding arising out of or relating to this Agreement and both parties agree that all claims in respect of the action or proceeding may be heard and determined in any such court.

Executed this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_ [Guarantor's Name], an individual.

\_\_\_\_\_  
**GUARANTOR**