



**CONTINUING GUARANTY**

In consideration of extending credit or other financial accommodation, or continuing to extend credit or other financial accommodations

to \_\_\_\_\_

of \_\_\_\_\_

(hereinafter called the 'Debtor'), the undersigned \_\_\_\_\_

(Name of Guarantor)

of \_\_\_\_\_ hereby guaranty(s) absolutely and unconditionally

(Address of Guarantor)

to Charles C. Parks Company (hereinafter called the 'Creditor') the prompt payment when due of any and all indebtedness of the Debtor to the Creditor, together with such interest as may accrue thereon, whether such indebtedness is incurred as principal, guarantor or endorser, is direct or indirect, absolute or contingent, due or to become due, or whether such indebtedness is now existing or arises hereafter and in addition the undersigned agree(s) to pay all costs of collection, legal expenses and attorney's fee paid or incurred by the Creditor in collecting and/or enforcing such indebtedness and/or enforcing this guaranty (all such indebtedness, interest, costs, expenses and fees being hereafter called the 'Indebtedness').

Notwithstanding any provision of this guaranty to the contrary, it is intended that this guaranty, and any liens and security interests granted by guarantor to secure this guaranty, not constitute a "Fraudulent Conveyance" (as defined below). Consequently, guarantor agrees that if guaranty, or any liens or security interests securing this guaranty, would, but for the application of this sentence, constitute a Fraudulent Conveyance, this guaranty and each such lien and security interest shall be valid and enforceable only to the maximum extent that would not cause this guaranty or such lien or security interest to constitute a Fraudulent Conveyance, and this guaranty shall automatically be deemed to have been amended accordingly at all relevant times. For purposes hereof, "Fraudulent Conveyance" means a fraudulent conveyance under Section 548 of the "Bankruptcy Code" (as hereinafter defined) or a fraudulent conveyance or fraudulent transfer under the provisions of any applicable fraudulent conveyance or fraudulent transfer law or similar law of any state, nation or other governmental unit, as in effect from time to time.

No extension or renewal of time of payment of the Indebtedness, no release or surrender of any security for the indebtedness of this guaranty, no release of any person primarily or secondarily liable on the indebtedness, no delay in enforcement of payment upon the Indebtedness of this guaranty shall affect the liability of any of the undersigned hereunder. Any and all payments upon the Indebtedness made by the Debtor or by any of the undersigned, or by any other person, and the proceeds of any and all collateral or security for any of the Indebtedness, may be supplied by the Creditor upon such of the items of the Indebtedness as the Creditor shall determine.

Each of the undersigned waves notice of acceptance of this guaranty, notice of the extension of credit or financial accommodation to the Debtor, notice of the amount of Indebtedness which may exist from time to time, notice of any extensions of the time for payment, demand for payment, notice of non-payment, protest, notice of protest, and all other notices of every kind and nature, and agrees that this guaranty may be enforced against the undersigned without any prior proceeding or action against the Debtor.

This guaranty is a continuing guaranty and shall remain in full force and binding upon the undersigned and his or their heirs, executors and administrators, notwithstanding the death of one or more of the undersigned, until the expiration of thirty (30) days after written notice by Certified or Registered Mail or revocation is received by the Creditor as its office at P.O. Box 119, Gallatin, TN 37066 and until any and all indebtedness of the Debtor to the Creditor incurred prior to the expiration of such thirty (30) day period shall have been fully paid.

If this guaranty is executed by a corporation, the undersigned officer of said corporation represents and warrants that the corporation has the power to make such guaranty, that the execution by him on behalf of the corporation has been duly authorized and that making of such guaranty is in the best interest of the corporation.

Disagreements shall be governed by and construed in accordance with the laws of the State of Tennessee.

Executed by \_\_\_\_\_ this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor