GUARANTY AGREEMENT

WHEREAS, _____ (hereinafter referred to as " Customer") has negotiated with Kerr Pacific Corp. DBA HFM FoodService/Morrad Foodservice (hereinafter referred to as "Vendor"), to credit agreement

WHEREAS, _____ (hereinafter referred to as the "Guarantor"), deems it to be his/her own financial benefit that Vendor provides credit terms to Customer; and

WHEREAS, Vendor is willing to extend credit terms subject to the condition, among others, of delivery of a guaranty in form and content satisfactory to Vendor, duly executed by the Guarantor; and

WHEREAS, Vendor is willing to provide credit terms upon the terms and conditions contained in a credit agreement (hereinafter referred to as the "Credit agreement") executed by the Customer concurrently herewith,

NOW, THEREFORE, as an essential inducement to Vendor to provide credit terms to Customer and in consideration to be so doing, the Guarantor hereby unconditionally and irrevocable guarantees to Vendor; (I) the full, prompt, and punctual payment of the debt and all other sums provided to be paid by Customer under the Credit agreement; and (ii) the full, prompt, and punctual performance of all other covenants, terms, and conditions on the part of the Customer to be observed or performed under the Credit agreement.

For the consideration aforesaid, the Guarantor hereby further covenants and agrees as follows:

I. OBLIGATIONS. This Guaranty is given by the Guarantor to induce the Vendor to extend credit to the Debtor, and in consideration of the Vendor doing so, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and further acknowledging that the Vendor intends to rely on this Guaranty, the Guarantor absolutely and unconditionally guarantees prompt payment when due of all payments and liabilities of the Debtor to the Vendor, whether now existing or hereafter incurred (it being understood and agreed that this Guaranty is a continuing one, except as such duration is specifically limited elsewhere in this Guaranty), whether voluntary or involuntary and however rising, whether secured or unsecured, absolute or contingent, liquidated or unliquidated, and regardless of whether the Debtor may be liable individually or jointly with others, regardless of whether recovery upon any such obligation may be or hereafter become barred or otherwise unenforceable, including interest and charges, and to the extent not prohibited by law, all costs and attorney's fees incurred in attempting to realize upon this Guaranty.

II. DURATION. This is a continuing Guaranty and shall not be revoked by the Guarantor. This Guaranty will remain effective until all obligations guaranteed by this Guaranty are completely discharged.

III. NOTICE OF DEFAULT. The Vendor shall not be required to notify the Guarantor of a default by the Debtor in the Debtor's commitments to the Vendor before proceeding against the Guarantor under this Guaranty.

IV. AUTHORITY TO LEND MORE. The Vendor shall have no duty to notify the Guarantor of any further advances made to the Debtor. Furthermore, the granting of credit from time to time by the Vendor to the Debtor in excess of the amount to which the right of recovery under this Guaranty is limited, if any, and without notice to the Guarantor, is explicitly authorized and shall in no way affect or impair this Guaranty.

V. VENDOR PROVISIONS. The Guarantor expressly waives diligence on the part of the Vendor in collection of any part of the debt or other obligation owed by the Debtor. Further, the Vendor has no duty to bring suit against the Debtor (for collection of the debt or other performance which is due) before proceeding against the Guarantor. The Guarantor waives notice of the acceptance of this Guaranty and of any and all such indebtedness and liability. The Guarantor waives presentment, protest, notice, demand, or action on delinquency in respect of any such indebtedness or liability, including any right to require the Vendor to sue or otherwise enforce payment. Until all obligations of the Debtor to the Vendor have been satisfied in full, the Guarantor waives all rights of subrogation to any collateral and remedies of the Vendor against the Debtor, and other persons or entities. Any indebtedness of the Debtor now or hereafter owed to the Guarantor is hereby subrogated to the indebtedness of the Debtor to the Vendor, and such indebtedness of the Debtor to the Guarantor, if the Vendor so requests, shall be collected, enforced, and received by the Guarantor as trustee for the Vendor and be paid over to the Vendor on account of the indebtedness

of the Debtor to the Vendor, but without reducing or affecting in any manner the liability of the Guarantor under the provisions of this Guaranty.

VI. AUTHORITY TO ALTER OBLIGATION. The Guarantor agrees that, without notice to the Guarantor, the Vendor may (a) change the terms of payment or performance by the Debtor to the Vendor, and/or (b) release any security. In either event, the Guarantor shall not be released from any responsibility on the obligations of the Debtor. Liability under this Guaranty is not dependent or conditioned upon this instrument being signed by any person or persons. The Guarantor's liability under this Guaranty is several and is independent of any other guarantees. Guarantees of others, if any, may be released or modified, with or without consideration, without affecting the liability of the Guarantor.

VII. ASSIGNMENT. This Guaranty (a) shall bind the successors and assigns of the Guarantor (this Guaranty is not assignable by the Guarantor without the express written consent of the Vendor, and is not affected by the death of the Guarantor), (b) shall inure to the Vendor, its successors and assigns, and (c) may be enforced by any party to whom all or any part of the liabilities may be sold, transferred, or assigned by the Vendor.

VIII. FINANCIAL CONDITION. The Guarantor agrees to provide the Vendor with information concerning the Guarantor's financial condition upon reasonable request. The Vendor has no duty to advise the Guarantor of the Debtor's financial condition.

VIII. CORPORATE AUTHORITY. The Guarantor certifies that it is not prohibited under its articles of incorporation or bylaws (or its articles of organization or operating agreement, if a limited liability company) to act as the Guarantor.

IX. ENTIRE AGREEMENT. This Guaranty contains the entire agreement of the parties with respect to the subject matter of this Guaranty and there are no other promises or conditions in any other agreement, whether oral or written. This Guaranty supersedes any prior written or oral agreements between the parties with respect to the subject matter of this Guaranty.

X. AMENDMENT. This Guaranty may be modified or amended, if the amendment is made in writing and is signed by both parties.

XI. SEVERABILITY. If any provision of this Guaranty shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Guaranty is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

XII. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Guaranty shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Guaranty.

XIII. APPLICABLE LAW. This Guaranty shall be governed by the laws of the State of Hawaii.

XIV. RECEIPT. The Guarantor acknowledges receipt of a copy of this Guaranty.

IN WITNESS WHEREOF, the Guarantor has executed this instrument as of the _____day of_____,20_____.

Print Name: _____

Guarantor Signature: _____

Social Security Number:_____

Print Name: _____

Witness Signature: _____