

It is understood that this is a guaranty of payment and that enforcement of this Limited Guaranty is not conditional upon any prior attempt to enforce any other guaranty, security agreement or assignment or upon any attempt to assert any rights against any other person or collateral.

Notwithstanding anything else contained in this Limited Guaranty, the total combined obligations of the Guarantor and its individual partners under this Limited Guaranty shall be equal to and payable solely from the gross amount realized upon sale or other disposition of the assets of the Guarantor listed on the attached Schedule A, as that schedule shall be amended from time to time, and nothing in this Limited Guaranty shall be construed as a pledge of the credit and assets of the Guarantor or any of its individual partners to any greater extent.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed as of this the 18th day of January, 1981.

(SEAL)

FRED E. REED INVESTMENT FUND

By: _____
Fred E. Reed

By: _____
John W. Reed

By: _____
Tim J. Reed

Being all of the partners of
Fred E. Reed Investment Fund