<u>RESTATED AGREEMENT FOR PURCHASE AND SALE OF STOCK</u>

This Restated Agreement For Purchase and Sale of Stock, herein called the "Agreement", is made this 31st day of May, 2006, by WILLIAM F. GREENE, herein referred to as the "Seller", and DELTA SYSTEMS, INC., herein referred to as the "Buyer". Seller and Buyer are collectively referred to as the "Parties".

WHEREAS, the Buyer, the Seller, and Shirley Baker entered into an Agreement For Purchase and Sale of Stock dated April 11, 2006, and

WHEREAS, Shirley Baker has in the meantime sold her shares of stock back to Food Machinery Sales, Inc., a Georgia corporation, herein referred to as "FMS", and

WHEREAS, other circumstances have also changed, and the Parties desire to restate the Agreement For Purchase and Sale of Stock, and

WHEREAS, the Seller owns Twelve Thousand One Hundred and Seventy-Five (12,175) shares of the stock in FMS, and

WHEREAS, the Seller's shares of stock in FMS, herein called the "Stock", constitute all of the issued and outstanding shares of stock in FMS, and

WHEREAS, the Buyer desires to purchase all of the Stock, and

WHEREAS, the Seller desires to sell the Stock to the Buyer in accordance with the terms and conditions contained in this Agreement.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Purchase and Sale of Stock</u>. The Seller shall sell and the Buyer shall buy

the Stock so that the Buyer will own FMS. The Seller acknowledges that this transaction is subject to the approval of the Buyer's Board of Directors prior to the Closing. The Seller also acknowledges that this transaction is also subject to FMS having at Closing an acceptable current ratio (current assets divided by current liabilities) as determined by the Buyer.

2. Purchase Price. The Buyer shall pay Three Hundred Thousand Dollars ($300,000.00) to the Seller pursuant to a Promissory Note, a copy of which is attached hereto as Exhibit "A". If the Seller should die prior to the Promissory Note being paid in full, the Buyer shall be justified in paying the Promissory Note payments thereafter to such person or persons as appear to the Buyer to be the personal representatives of the Seller's estate, and the Buyer shall not be responsible for any misapplication of such payments by such payee or payees.

3. Resignation. The Seller certifies that he is the only officer and only director of FMS. At closing, the Seller shall sign a resignation as the director and officer of FMS, which shall be in the form of Exhibit "B" attached hereto. The Seller further certifies that upon his signing the Resignation, FMS will have no remaining directors and officers thereby enabling the Buyer to elect new directors and officers of FMS.

4. Undertakings by The Seller. The Seller shall assure that current FMS salespersons shall accompany representatives of the Buyer on sales calls to the customers of FMS and shall cooperate with and assist with such sales calls. The Seller shall assure that current FMS salespersons shall continue to go on sales calls as requested by the Buyer, but not for longer than nine (9) months after closing. In addition, The Seller shall indemnify and hold harmless the Buyer and FMS from any

and all liability, including attorney fees, that may result from any and all litigation by Charles Haley and Walter Nelson, but any monies recovered from Charles Haley or Walter Nelson shall belong to the Seller. As consideration for these undertakings, the Buyer shall assure the following:

a. For two years after closing FMS shall continue the Seller's health insurance coverage as the FMS health plan may exist during such two years.

b. FMS shall continue to allow the Seller to use the company vehicle described as a 2004 Cadillac Deville, VIN 1GGKF57974U233545 and shall transfer the title to the said vehicle to the Seller upon the financing on the vehicle being paid in full.

c. The Buyer will pay to Dye Sheet Metal Products, Inc. at or before closing the sum of $60,000.00 on the $294,894.00 accounts payable owed by FMS to Dye Sheet Metal Products, Inc. and the Buyer will thereafter cause FMS to pay beginning July 1, 2006 and on the first day of each month thereafter for a total of 36 months the sum of $6,525.00, all without interest.

d. The Buyer will have FMS take all reasonable measures and efforts to negotiate acceptable terms for payment of Englewood Electric Supply Co. and First Quality Machine, Inc. for which the Seller has signed personal guaranties.

5. <u>Lease of Buildings</u>. The Seller shall assure that FMS may continue to operate its business on the property at 131 and 145 Ben Burton Road, Bogart, Georgia

as long as FMS continues to pay the rent stated in the current leases. In addition, The Seller agrees that when the 131 Ben Burton Road lease expires in June 2006, FMS may continue to use such property on a month to month basis until a new lease agreement is negotiated by the Seller and the Buyer.

6. Dye Sheet Metal Products, Inc. and Certain Real Property By this Agreement, the Buyer is acquiring no interest in Dye Sheet Metal Products, Inc.; however, the Buyer shall have the first right to purchase Dye Sheet Metal Products, Inc. from the Seller for the next two (2) years at a price to be determined at such time. Furthermore, the Buyer understands and agrees that the Buyer is acquiring no interest in 17 acres in Paradise Industrial Park and 16 acres in Madison County that are owned by the Seller. Additionally, neither the Buyer nor FMS will own any interest in W.F. Greene, Inc.

7. Agreement Not To Compete. As further consideration for the purchase price to be paid by the Buyer, the Seller shall execute at closing the Non-Competition Agreement attached hereto as Exhibit "C".

8. Access to Facilities and Records. The Seller shall make all facilities and records of FMS. available for inspection by the Buyer. These records shall include, but not be limited to, all debt instruments, all security agreements giving security interests in property, all accounts payable and receivable, all financial statements, and all agreements and contracts binding on FMS. The Buyer shall have a right to cancel this Agreement if the Buyer determines after doing its due diligence that the condition of FMS is not acceptable to the Buyer.

9. Operation of FMS Until Closing. The Seller agrees that the Buyer may

give directions and make suggestions for the operation of FMS during the time from the signing of this Agreement to the Closing and that the Seller use his best efforts to follow or implement the directions and suggestions. The giving of said directions and suggestions shall not create any liability on the part of the Buyer.

10. Representations and Warranties of Seller. The Seller hereby represents and warrants to the Buyer as follows:

a. Upon the delivery of the Seller's stock certificates to the Buyer, the Buyer will own FMS. The Seller does not have outstanding, and at the closing will not have outstanding, any options to purchase or any contracts or commitments to sell the Stock. In addition, the shares of Shirley Baker have been purchased by FMS, and Shirley Baker has no further claims on FMS.

b. When sold, conveyed, transferred, and delivered to the Buyer upon payment of the purchase price therefor, the Stock will be free and clear of all mortgages, pledges, liens, security interest, conditional sale agreements, charges, encumbrances, and restrictions of every kind and nature.

c. There is, and at the closing there will be, no action, suit, proceeding, or investigation pending, or to the knowledge of the Seller, threatened against or affecting the Seller's or FMS's business or any of his or its assets.

d. The Seller and FMS are not, and at closing will not be, in default under or with respect to any judgment, order, writ, injunction, or decree of any court or of any federal, state, municipal, or other governmental authority, department, commission board, agency, or other instrumentality.

e. The Seller and FMS have, and at closing will have, complied in all material respects with all laws, rules, regulations, and orders applicable to them or it and to their or its business; have and at closing will have, performed in all respects all of his or its obligations and duties to be performed by him or it to the extent required in accordance with the respective terms; and are not, and at closing, will not be, in default under or in material breach of any contract, agreement, commitment, or other instrument to which he or it is subject or a party or under the terms of which he or it is bound.

f. The Buyer will not have any liability, obligation, or duty for any finder's, agent's, or broker's fee or commission in connection with this Agreement, or the transactions contemplated hereby.

g. This Agreement, upon execution and delivery, shall constitute the valid and legally binding obligation of the Seller, enforceable in accordance with its terms.

h. The Seller has made or will make all the books and records of the business available to the Buyer, and the Buyer has performed or will perform its due diligence in reviewing said books and records.

i. Neither this Agreement nor any written information, statement, list, or other document furnished to the Buyer pursuant to the provisions of this Agreement or in connection with this Agreement, or any of the transactions contemplated by this Agreement, contains, or at closing will contain, any untrue statement of material fact.

j. The Seller has not withheld any material information from the Buyer concerning the business of FMS.

k. The Seller has no knowledge of any proposed liability for any United States income tax or any state or local tax being imposed on his or FMS's property or assets.

l. FMS does not maintain any employee benefit plan, employee welfare benefit plan, deferred compensation plan, or any other type of qualified or unqualified compensation or benefit plan for its employees.

m. FMS is a corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia and has all requisite corporate power and authority to carry on its business as it is presently being conducted.

11. <u>Indemnification of Buyer</u>. The Seller hereby agrees to indemnify and hold harmless the Buyer following acquisition of the Stock by the Buyer from and against any and all actions, suits, proceedings, damages, liabilities, claims, losses, costs, and expenses, including attorney and other professional fees, paid or incurred by the Buyer following acquisition of the Stock by the Buyer by reason of, arising out of, or in connection with any of the following:

a. The breach by the Seller of any representation or warranty contained in this Agreement or any other document delivered to the Buyer pursuant to the provisions of this Agreement.

b. The failure of the Seller to perform such acts and/or execute such documents, instruments, or agreements as necessary to carry out completely and fully the transaction contemplated by this Agreement.

The Buyer, following closing, shall be entitled to indemnification for liability from the foregoing immediately upon giving written notice of having incurred such liability to the Seller.

12. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the Seller as follows:

a. The Buyer is not, and at closing will not be, in default under or with respect to any judgment, order, writ, injunction, or decree of any court or of any Federal, State, Municipal, or other instrumentality.

b. The Buyer has, and at closing will have, complied in all material respects with all laws, rules, regulations, and orders applicable to it, has, and at closing will have, performed in all respects all of its obligations and duties to be performed by it to the extent required in accordance with the respective terms; and is not, and at closing will not be, in default under or in material breach of any contract, agreement, commitment, or other instrument to which it is subject or a party or under the terms of which it is bound.

c. This Agreement, upon execution and delivery, shall constitute the valid and the legally binding obligation of the Buyer, enforceable in accordance with its terms.

d. The Buyer has no knowledge of any proposed liability for any United States income tax or any state or local tax being imposed upon its property or assets.

13. Indemnification of Seller. The Buyer hereby agrees to indemnify and hold harmless the Seller following this transaction from and against any and all actions, suits, proceedings, damages, liabilities, claims, losses, costs, and expenses, including reasonable attorney fees and other professional fees paid or incurred by the Seller following this transaction by reason of, or arising out of, or in connection with any of the following:

a. The breach by the Buyer of any representation or warranty contained in this Agreement or any other document delivered to the Seller pursuant to the provisions of this Agreement.

b. The failure of Buyer to perform such acts and/or execute such documents, instruments, or agreements as necessary to carry out completely and fully the transaction contemplated by this Agreement.

The Seller, following closing, shall be entitled to indemnification for liability from the foregoing immediately upon giving written notice of having incurred such liability to the Buyer.

14. Closing. The closing referred to in this Agreement shall take place as soon as practical and shall be at such place and time as the Parties mutually agree.

15. Deliveries at Closing. The Seller shall execute and deliver at closing to the Buyer the following:

a. Stock certificates for the Stock endorsed to the Buyer.

b. Resignation

c. Non-Competition Agreement

The Buyer shall execute and deliver at closing the following:

a. Promissory Note for Three Hundred Thousand Dollars ($300,000.00) payable to the Seller.

Each party hereby agrees to perform at the closing any further acts and to execute and deliver any additional documents which may be reasonably necessary to carry out the provisions of this Agreement.

16. Miscellaneous. All representations and warranties contained in this Agreement shall survive closing of the transaction contemplated hereby. Each party shall be solely responsible for payment of all legal, accounting, and other expenses of whatever type and nature incurred by and on behalf of such party relative to the negotiation and closing of this transaction. In the event it becomes necessary for either party hereto to employ legal counsel or to bring an action at law or other proceedings to enforce any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and reasonable attorney fees from the non-prevailing party.

17. Non-Waiver. No delay or failure by a party in exercising any right under the terms of this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right.

18. Notices. All writings, notices, and other communications by and between the Parties under this Agreement shall be in writing and addressed as follows:

If to Seller, to: Mr. William F. Greene
1230 Tallassee Road
Athens, GA 30606

If to Buyer, to: Delta Systems, Inc.
P.O. Box 1986
Rogers, AR 72757-1986
Attn: Jake M. Bushey, President

Except to the extent that personal service of notice may be required herein, any writing, notice, or other communication, other than a telegram, shall be deemed given when deposited in the United States mails, postage prepaid, first class, and addressed as hereinabove provided. An address may be changed by notice as provided in this paragraph.

19. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto and to their respective legal representatives, successors, and assigns.

20. Headings. The headings contained in this Agreement are intended for convenience and reference only and shall be given no effect in the construction or interpretation of this Agreement.

21. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the internal laws of the State of Arkansas.

22. Entire Agreement. This Agreement, with Exhibits, contains the complete agreement between the Parties with respect to the subject matter hereof. This Agreement may be amended only by an instrument in writing executed by the Parties.

23. Investment Intent See Exhibit B Attached (98) (WFG)

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

DELTA SYSTEMS, INC., Buyer

By [signature]
Jake M. Bushey, President

[signature]
WILLIAM F. GREENE, Seller

$778,717.43

EXHIBIT A

Rogers, Arkansas
~~May 31~~, 2006
June 8

PROMISSORY NOTE

For value received, the undersigned, DELTA SYSTEMS, INC., promises to pay to the order of WILLIAM F. GREENE, the principal sum of Seven Hundred Eighty-Seven Thousand Seven Hundred Seventeen and 43/100 Dollars ($778,717.43) plus interest at the rate of Prime Plus Three Percent per annum, with prime being the prime interest rate charged by Arvest Bank, Rogers, Arkansas, as follows:

The sum of Seven Hundred Eighty-Seven Thousand Seven Hundred Seventeen and 43/100 Dollars ($778,717.43) plus accrued interest at the rate of Prime Plus Three Percent per annum shall be paid in sixty (60) equal consecutive monthly installments of $16,931.[illegible] The first of the installments shall be due on the ~~last~~ eighth day of ~~June~~ July, 2006, with remaining payments due on the ~~last~~ eighth day of each succeeding month thereafter until the sum of Seven Hundred Eighty-Seven Thousand Seven Hundred Seventeen and 43/100 Dollars ($778,717.43) plus accrued interest at the rate of Prime Plus Three Percent per annum is paid in full.

All changes in the prime interest rate shall take place on the day following the next payment due date. The monthly payment shall be adjusted with each change in the prime interest rate. In no event shall the total interest rate exceed the maximum legal interest rate allowed in Arkansas.

All payments shall be applied first in payment of interest due on the unpaid principal and then to the reduction of the principal. Each maker and endorser severally waives demand, protest and notice of maturity, nonpayment or protest and all requirements necessary to hold each of them liable as makers and endorsers, and each consents that the maturity hereof may be extended without notice. If any installment, interest payment, tax or insurance premium is not fully paid within sixty (60) days of the due date, the entire balance of the note shall, at the option of the holder hereof, without notice become immediately due and payable. Failure at times to exercise such option shall not constitute a waiver of the right to exercise it later. If this obligation after default is placed in the hands of an attorney for collection, the undersigned will also be obligated to pay to the holder thereof reasonable attorney fees. This note is prepayable, in whole or in part, at any time without penalty. This note is to be construed and enforced according to the laws of the State of Arkansas.

DELTA SYSTEMS, INC.

By ____________________
Jake M. Bushey, President

This Note is secured by a Pledge of Stock and a security interest in assets.
Prepared by: Matthews, Campbell, Rhoads, McClure, Thompson & Fryauf, P.A., 119 S. 2nd, Rogers, AR 72756

$300,000.00

Rogers, Arkansas
~~May 31,~~ Jun 8 2006

PROMISSORY NOTE

For value received, the undersigned, DELTA SYSTEMS, INC., promises to pay to the order of WILLIAM F. GREENE, the principal sum of Three Hundred Thousand Dollars ($300,000.00) plus interest at the rate of Prime Plus One Percent per annum, with prime being the prime interest rate charged by Arvest Bank, Rogers, Arkansas, as follows:

> The sum of Three Hundred Thousand Dollars ($300,000.00) plus accrued interest at the rate of Prime Plus One Percent per annum shall be paid in eight (8) equal consecutive quarterly installments of $41,395.39. The first of the installments shall be due on the last day of August, 2006, with remaining payments due on the last day of each succeeding third month thereafter until the sum of Three Hundred Thousand Dollars ($300,000.00) plus accrued interest at the rate of Prime Plus One Percent per annum is paid in full.
>
> All changes in the prime interest rate shall take place on the day following the next payment due date. The quarterly payment shall be adjusted with each change in the prime interest rate. In no event shall the total interest rate exceed the maximum legal interest rate allowed in Arkansas.

All payments shall be applied first in payment of interest due on the unpaid principal and then to the reduction of the principal. Each maker and endorser severally waives demand, protest and notice of maturity, nonpayment or protest and all requirements necessary to hold each of them liable as makers and endorsers, and each consents that the maturity hereof may be extended without notice. If any installment, interest payment, tax or insurance premium is not fully paid within sixty (60) days of the due date, the entire balance of the note shall, at the option of the holder hereof, without notice become immediately due and payable. Failure at times to exercise such option shall not constitute a waiver of the right to exercise it later. If this obligation after default is placed in the hands of an attorney for collection, the undersigned will also be obligated to pay to the holder thereof reasonable attorney fees. This note is prepayable, in whole or in part, at any time without penalty. This note is to be construed and enforced according to the laws of the State of Arkansas.

DELTA SYSTEMS, INC.

By____________________
Jake M. Bushey, President

Prepared by: Matthews, Campbell, Rhoads, McClure, Thompson & Fryauf, P.A., 119 S. 2nd, Rogers, AR 72756

EXHIBIT "B"

RESIGNATION

I, WILLIAM F. GREENE, hereby resign from the Board of Directors of Food Machinery Sales, Inc. and from all offices of Food Machinery, Inc. I certify that there are no other officers or directors of Food Machinery Sales, Inc.

Dated this ~~31[illegible]6~~.
June 8, 2006

Wm. F. Greene
WILLIAM F. GREENE

EXHIBIT "C"

NON-COMPETITION AGREEMENT

This Non-Competition Agreement, herein called the "Agreement", is made this 31st day of May, 2006, by WILLIAM F. GREENE, herein referred to as the "Seller", and DELTA SYSTEMS, INC., herein referred to as the "Buyer". Seller and Buyer are collectively referred to as the "Parties".

WHEREAS, the Seller is selling the stock of Food Machinery Sales, Inc. to the Buyer, and

WHEREAS, in connection with said transaction, the Buyer desires to obtain from the Seller an agreement not to compete with the business of the Buyer as herein provided, to which the Seller have agreed.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Restrictive Covenant. Upon closing of the sale of Food Machinery Sales, Inc., the Seller, for a period of five (5) years, shall not:

   a. directly or indirectly enter into or engage in the food machinery business as conducted either by the Buyer or by Food Machinery Sales, Inc. at any place in the United States,

   b. solicit or accept business from any person or entity who was an existing or prospective customer of Food Machinery Sales, Inc. as of the time of closing, except for sales calls as provided in the Agreement For Purchase and Sale of Stock between the Parties,

c. solicit or accept business from any person or entity who was an existing or prospective customer of Buyer as of the time of closing,

d. solicit or entice any employee of Food Machinery Sales, Inc. to quit his or her job, or

e. disclose any trade secret of Food Machinery Sales, Inc. to any third party.

This covenant shall apply to the Seller individually for the Seller's own accounts, as partner or joint venturer, as employee, agent or salesperson for any person, as officer, director or shareholder of a corporation, as member or manager of a limited liability company, or otherwise. This covenant by the Seller shall be construed as an agreement independent of any other provision of any agreement between the Parties. The existence of any claim or cause of action of the Seller against the Buyer, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Buyer of this covenant not to compete.

2. Remedies Available. In the event of any breach of the covenant granted by the Seller under the terms hereof, the Buyer may, at the Buyer's option, make application to a court of equity with jurisdiction over the parties and subject matter hereof for the entry of a restraining order or other injunctive relief prohibiting the Seller from further activity in violation of the terms of this Agreement. It is acknowledged by the Parties that the Buyer may not have an adequate remedy at law in the event of such breach. However, the pursuit of any such equitable remedy by the Buyer shall in no way be construed as an election of remedies, and the Buyer shall thereafter be entitled to pursue an action at law for the recovery of money damages in the event of any such breach.

3. Non-Waiver. No delay or failure by a Party in exercising any right under the terms of this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right.

4. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto and to their respective legal representatives, successors, and assigns.

5. Headings. The headings contained in this Agreement are intended for convenience and reference only and shall be given no effect in the construction or interpretation of this Agreement.

6. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the internal laws of the State of Arkansas.

7. Entire Agreement. This Agreement contains the complete agreement between the Parties with respect to the subject matter hereof. This Agreement may be amended only by an instrument in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

DELTA SYSTEMS, INC., Buyer

By________________________
Jake M. Bushey, President

Wm. F. Greene
WILLIAM F. GREENE, Seller

EXHIBIT B

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ab

SECURITY AGREEMENT

This Security Agreement, herein called the "Agreement", is made this ~~31~~ 8th st day of ~~May~~ June, 2006, by FOOD MACHINERY SALES, INC., herein referred to as the "FMS", and WILLIAM F. GREENE, herein referred to as the "Secured Party".

WHEREAS, DELTA SYSTEMS, INC. is indebted to the Secured Party on a Promissory Note for $778,717.43 for financing that Secured Party has provided to FMS, and

WHEREAS, DELTA SYSTEMS, INC., as the sole shareholder of FMS, has agreed to give the Secured Party a security interest in the Collateral (as that term is hereinafter defined) owned by FMS for the purpose of securing the payment obligations under the terms of the aforementioned Promissory Note.

NOW THEREFORE, for and in consideration of the above premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. <u>Security Interest</u>. FMS hereby grants to the Secured Party a security interest in all the Collateral owned by FMS. For purposes of this Agreement, the term "Collateral" shall mean and include the following:

> The property described below, together with all parts, accessories, repairs, improvements and accessions to the property, and all proceeds and products from the property.
>
> INVENTORY: All inventory wherever it is located which FMS owns now or may own in the future.
>
> EQUIPMENT: All equipment, which FMS owns now or may own in the future including, but not limited to, all machinery, furniture, fixtures,

and office and record keeping equipment.

ACCOUNTS, INSTRUMENTS, DOCUMENTS, CHATTEL PAPER and OTHER RIGHTS TO PAYMENT: All rights FMS has now or may have in the future to the payment of money including but not limited to:

(a) Payment for goods sold or leased or for services rendered.

(b) Rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

GENERAL INTANGIBLES: All general intangibles FMS owns now or may own in the future including, but not limited to trade secrets, good will, trade names, customer lists, permits and the right to use the name, Food Machinery Sales.

2. Promissory Note. This Agreement shall secure the aforementioned Promissory Note and any amounts, which may hereafter become due under the terms of said Note. Upon satisfaction of the payment obligations under the terms of the said Note, this Agreement shall terminate and be of no further force and effect.

3. Place of Business. FMS warrants and agrees that FMS's place of business is at Athens, Georgia and that the Collateral and all financial books and records relating thereto are located at that location and will not be removed without the prior written consent of the Secured Party. Any collateral has been and will be acquired by FMS solely for use in FMS's business at that location, and no Collateral will be used for personal, family, household or farming use.

4. Restrictions on Use of Collateral. FMS owns and will at all times continue to own the Collateral free and clear of all liens, security interest and encumbrances (other than that security interest granted to the Secured Party under the terms of this Agreement) and will not sell any part or all of the Collateral without the prior written consent of the Secured Party, except for the sale of inventory from time to time in the ordinary course of business.

5. Taxes. FMS will make timely payment of all tax deposits, assessments and contributions required by law which may be levied or assessed with respect to any of the Collateral, and will execute and deliver to the Secured Party, upon demand, appropriate certificates attesting to timely payment or deposits of all such taxes, assessments and contributions.

6. Compliance With Law. FMS will use the Collateral lawfully, and with reasonable care and caution, and in conformity with all applicable laws, ordinances and regulations.

7. Repair. At FMS's sole cost and expense, FMS will keep the Collateral in good working order, repair and condition.

8. Insurance. FMS will keep the Collateral insured against loss by fire or other casualty in some company satisfactory to the Secured Party, and the policy of insurance shall be assigned and pledged to the Secured Party for further security, and the Secured Party shall have the right to demand, receive, and collect all monies which become payable upon such policy and to apply such monies against FMS's indebtedness, but the Secured Party shall not have the right to recover more than the amount owed by FMS. If FMS fails to insure the Collateral, the Secured Party may do so and charge the premiums therefore to FMS, which sums paid shall bear interest at the highest rate allowed by Arkansas law until repaid by FMS, and such sums shall be fully secured by this Agreement.

9. Inspections. The Secured Party shall, during normal business hours and upon reasonable notice to FMS, have access to and the right of inspection of any part or all of the Collateral and any records of FMS relating thereto. Further, FMS shall

deliver to the Secured Party photocopies of any documents relating to any or all of the Collateral as the Secured Party may reasonably request.

10. Fixtures. It is understood and agreed by the Parties that the Collateral is now and shall remain personal property, notwithstanding the manner in which the Collateral, or any part thereof, shall now or hereafter be affixed, attached or annexed to real estate. FMS shall deliver to the Secured Party those instruments reasonably requested by the Secured Party pursuant to which any person with an interest in any real estate upon which any part of the Collateral is now or may hereafter be located consents to the security interest granted herein, disclaims any interest in the Collateral as fixtures, waives in favor of the Secured Party all right to levy upon the Collateral in the event of default by FMS under the terms of any agreement between such person and FMS, and in the event of a default under the terms of this Agreement, authorizes the Secured Party to enter the premises for the purpose of removing the Collateral.

11. Perfection of Security Interest. FMS will, from time to time, perform any and all steps reasonably requested by the Secured Party to perfect and maintain the Secured Party's security interest in the Collateral, including, without limitation, the filing of financing statements under the terms of the Uniform Commercial Code as enacted under the laws of the State of Georgia and the delivery to the Secured Party of documents evidencing the Secured Party's security interest in the Collateral, as may be reasonably requested by the Secured Party.

12. Default. It is understood and agreed by the Parties that the occurrence of any of the following shall constitute an event of default ("Event of Default") thereby entitling the Secured Party to exercise any and all remedies available to the Secured

Party as set forth in the paragraph entitled "Remedies", or to which the Secured Party may otherwise be entitled by virtue of law:

(a) DELTA SYSTEMS, INC. defaults in any payment of principal of or interest on the $~~800,000.00~~ 778,717.93 Promissory Note for the default time stated in the said Note;

(b) DELTA SYSTEMS, INC. or FMS makes an assignment for the benefit of creditors;

(c) DELTA SYSTEMS, INC. or FMS petitions or applies to any tribunal for the appointment of a trustee or receiver of FMS, or any substantial part of the assets of DELTA SYSTEMS, INC. or FMS, or commences any proceeding relating to DELTA SYSTEMS, INC. or FMS under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect; or

(d) Any such petition or application is filed or any such proceedings are commenced against DELTA SYSTEMS, INC. or FMS, and DELTA SYSTEMS, INC. or FMS by an act indicates DELTA SYSTEMS, INC.'s or FMS's approval thereof, consent thereto, or acquiescence therein, or any order is entered appointing any such trustee or receiver, or adjudging DELTA SYSTEMS, INC. or FMS bankrupt or insolvent, or approving the petition in any such proceeding, and such order remains in effect for more than thirty (30) days.

Upon the occurrence of any of the foregoing Events of Default, the Secured Party may, at the Secured Party's option, declare any and all indebtedness owed to the Secured Party on the Promissory Note to be and become immediately due and payable; provided, however, that DELTA SYSTEMS, INC.'s or FMS's default shall only be effective after service upon DELTA SYSTEMS, INC. or FMS in accordance with the provisions of the paragraph entitled "Notices" of written notice to cure such default and DELTA SYSTEMS, INC. or FMS's failure to do so thirty (30) days following actual receipt of such written notice from the Secured Party.

13. Remedies. Upon the occurrence of any such Event of Default, and DELTA SYSTEMS, INC.'s or FMS's failure to cure within thirty (30) days following actual receipt of notice of default, the Secured Party, at the Secured Party's option, may then, or at any time thereafter, exercise and/or enforce any of the Secured Party's rights by institution of appropriate legal proceedings seeking money damages and/or equitable relief, and in addition thereto, shall be entitled to any and all rights and remedies granted to secured parties pursuant to the provisions of the Uniform Commercial Code as enacted under the laws of the State of Georgia.

Each right, power and remedy of the Secured Party, as provided at law, in equity, or under the terms of this Agreement, shall be cumulative and shall be in addition to every other right, power or remedy provided herein, and the exercise of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Secured Party of any or all of such other rights, powers or remedies.

No failure or delay by the Secured Party to insist upon the strict performance of any term, condition, covenant or agreement contained in this Agreement, or to exercise any right, power of remedy resulting form a breach thereof, shall constitute a waiver by the Secured Party of any such term, condition, covenant or agreement or of any such right, power or remedy at any later time or times.

14. Proceeds of Collateral. The Secured Party may apply cash proceeds

received from any sale (whether private sale or public sale) of the Collateral or other disposition thereof to the reasonable expenses of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees in the event this Agreement or the obligation secured hereby shall be referred to any attorney for enforcement, to all legal expenses, court costs, collection charges and other expenses which may be incurred by the Secured Party in attempting to collect such obligation or to enforce this Agreement; and then to the payment obligation secured hereby; and FMS shall be and remain liable and, after crediting the net proceeds of the sale or other lawful disposition of the Collateral, shall pay the Secured Party any deficiency remaining, including interest thereon and the balance of any expense remaining unpaid, with any surplus to be paid to FMS.

15. Notices. All writings, notices, and other communications by and between the Parties under this Agreement shall be in writing and addressed as follows:

If to FMS, to:	Food Machinery Sales, Inc. c/o Delta Systems, Inc. P.O. Box 1986 Rogers, Arkansas 72757-1986 Attn: President
If to the Secured Party, to:	William F. Greene 1230 Tallassee Road Athens, GA 30606

Except to the extent that personal service of notice may be required herein, any writing, notice, or other communication, other than a telegram, shall be deemed given when deposited in the United States mails, postage prepaid, first class, and addressed as hereinabove provided. An address may be changed by notice as provided in this paragraph.

16. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties hereto and to their respective legal representatives, successors, and assigns.

17. Headings. The headings contained in this Agreement are intended for convenience and reference only and shall be given no effect in the construction or interpretation of this Agreement.

18. Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the internal laws of the State of Arkansas, except to the extent that the Georgia Uniform Commercial Code shall apply.

19. Plural. The singular shall include the plural and vice versa.

20. Entire Agreement. This Agreement, with Exhibits, contains the complete agreement between the Parties with respect to the subject matter hereof. This Agreement may be amended only by an instrument in writing executed by the Parties.

21. UCC FMS authorizes Secured Party to file a UCC in connection with this Agreement

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WFG

IN WITNESS WHEREOF, the Parties have executed this Agreement the date first above written.

WILLIAM F. GREENE

FOOD MACHINERY SALES, INC.

By: Jake M. Bushey, President