

#6-4788

R-61065

This instrument prepared by
Conrad V. Pavuk, Loan Officer
2293 N. Main St.
Crown Pt.

Lake County Economic Development Department
2293 North Main Street
Crown Point, Indiana 46307

STATE OF INDIANA, S. NO.
LAW COUNTY
INSTRUMENT RECORD
APR 30 1 02 PM 1990
ROBERT JOSEPH...
RECORDER

097750

BUSINESS PROMISSORY NOTE

Dated April 20

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

FOR VALUE RECEIVED, the undersigned ("Borrower") jointly and severally promise to pay to the order of The Lake County Economic Development Department known hereafter in this instrument as LCEDD, with an office at 2293 North Main Street, Crown Point, Indiana, or at LCEDD's option at such other place as may be designated from time to time, the sum of Five Hundred Seventy Thousand (\$570,000.00) Dollars or so much as may from time to time be advanced by the LCEDD to the Borrower, together with interest as set forth below.

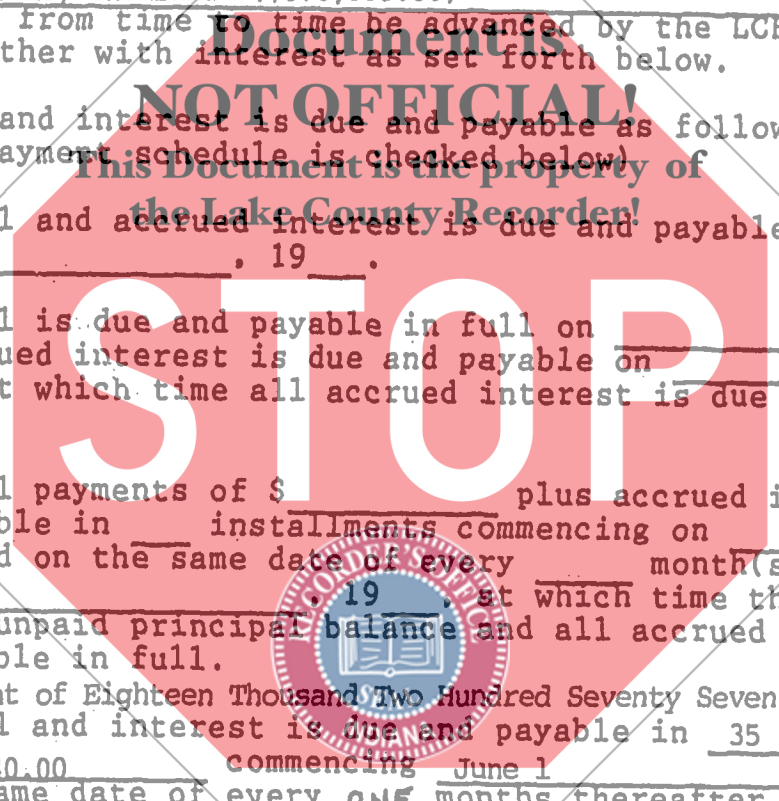
The principal and interest is due and payable as follows: (the applicable repayment schedule is checked below)

- Principal and accrued interest is due and payable on _____, 19____.
- Principal is due and payable in full on _____, 19____ and accrued interest is due and payable on _____, 19____; at which time all accrued interest is due and payable in full.
- Principal payments of \$_____ plus accrued interest are due and payable in _____ installments commencing on _____, 19____ and on the same date of every _____ month(s) thereafter until _____, 19____, at which time the entire remaining unpaid principal balance and all accrued interest is due and payable in full.
- One Payment of Eighteen Thousand Two Hundred Seventy Seven Dollars (\$18,277.00) and interest is due and payable in 35 installments of \$17,340.00 commencing June 1, 1990 and on the same date of every ONE months thereafter until May 1, 1993, at which time the entire remaining unpaid principal balance and all accrued interest is due and payable in full.

The final payment is a balloon payment.

If this Note is not in default, then the Rate of Interest on this Note will be computed as follows: (The applicable computation of interest is checked below)

The Rate of Interest is fixed at 6% per annum until the Note is paid in full.



Handwritten initials and number: 11.50

If this Note is in default, prior to maturity, then the Rate of Interest on this Note during the period of default is 5 points above the Rate of Interest that would have been charged if this Note was not in default. Borrower further agrees to pay a late charge of 5% of any payment received by the LCEDD more than 10 days after the date the payment was due.

If the balance of this Note is not paid in full on the date of maturity, interest on the remaining balance shall be computed at 18% per annum. This increased interest shall be in addition to all other remedies available to the Lender at law, in equity or under this Agreement.

In no event, however, will the Rate of Interest charged on this Note exceed the maximum rate permitted by law.

Interest begins to accrue as of the date of this Note unless a date is inserted here () in which event the interest begins to accrue on that date. Interest is calculated on the unpaid principal balance of the Note on the actual number of days elapsed and on the actual number of days in the year. Unless otherwise agreed to by the LCEDD, each payment will be applied first to the accrued interest and the remainder applied to the unpaid principal balance of this Note. All payments of principal and interest shall be made in lawful money of the United States and in immediately available funds.

The Borrower does have the right and privilege of prepaying all or any portion of the principal of this Note. Any prepayment is (not) subject an Early Termination fee. The prepayment of principal, although reducing the amount of interest thereafter due, shall not postpone the Borrower's obligation to make the next scheduled payment of principal and/or interest.

Special terms and conditions:

This Note and any extension or renewals thereof and all other liabilities and obligations of the Borrower to the LCEDD, however created, direct or indirect, now or hereafter arising "Liabilities" are secured as follows "Collateral":

X By the following Instruments executed in favor of and delivered to the LCEDD: A security agreement on all equipment owned or hereinafter acquired by Borrower, a Guarantee By Dawn Food Products, Inc.

_____ together with any other Instrument signed by the Borrower in conjunction with this Note or any other instrument referring to this Note.

X By any Real Estate Mortgage or Security Agreement executed by Borrower in favor of and delivered to the LCEDD.

_____ The Borrower further grants and transfers to the LCEDD a lien upon and a security interest in all personal property of the Borrower which is now in or which may hereinafter come into possession of the LCEDD, including, but not limited to any securities, deposits, balances, monies or interest therein.

_____ The Borrower further grants to the LCEDD the right of set-off, without notice to Borrower, and a lien on any deposit or sums now or hereafter owed by the LCEDD to Borrower.

BORROWER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF SHALL CONSTITUTE A PART OF THIS NOTE AND ARE INCORPORATED HEREIN.

Signature(s) of Borrower(s)

Signature(s) of Borrower(s)

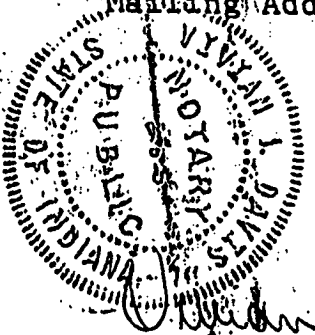
D & M Manufacturing, Inc. By

Robert E. Law

Peter J. Staelens

Robert E. Law, President
Mailing Address:

Peter J. Staelens, Treasurer



Vivian L. Davis
VIVIAN L. DAVIS
NOTARY PUBLIC STATE OF INDIANA
LAKE CO.
MY COMMISSION EXP. 4-26-93
ISSUED THRU INDIANA NOTARY ASSOC.

State of Indiana, County of Lake
Before me the undersigned, an officer authorized to take acknowledgments (Notary Public, Clerk of the Circuit Court, etc.) in and for LAKE County, State of Indiana, personally appeared Robert E. Law, President and Peter J. Staelens, Treasurer and acknowledged the execution of the foregoing instrument this 20th day of April, 1990

ADDITIONAL TERMS AND CONDITIONS

The occurrence of any one of the following events shall constitute default under this Note: (a) nonpayment when due of any amount; (b) Borrower fails or neglects to perform, keep or observe any term provision, condition, covenant or warranty contained in this Note or any other agreement or instrument signed in conjunction with this Note (c) any statement, representation or warranty at any time furnished the LCEDD is untrue in any material respect as of the date made; (d) Borrower becomes insolvent or unable to pay debts as they mature or makes an Assignment For The Benefit of Creditors or any proceeding is instituted by or against the Borrower alleging that such Borrower is insolvent or unable to pay debts as they mature; (e) the filing of any petition or the commencement of any proceedings by or against Borrower for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors readjustment of indebtedness, organizations, compositions or extensions; (f) the calling of a Meeting of Creditors or the offering of a composition or extension to Creditors or the sending of a Bulk Sales Notice by the Borrower; (g) entry of a judgment against the Borrower; (h) death or incompetency of the Borrower who is a natural person or of any partner of the Borrower which is a partnership; (i) dissolution, merger, consolidation or transfer of a substantial portion of the property of the Borrower which is a corporation or partnership; (j) the transfer or assignment by the Borrowers of any real or personal property that is Collateral on this Note without the express written consent of the LCEDD; (k) a change in the condition or affairs, financial or otherwise of any Borrower that in the opinion of the LCEDD impairs the LCEDD's security or increases the LCEDD's risk; (l) failure of the Borrower after requests by the LCEDD to furnish financial information to the LCEDD or to permit the inspection of the books and records of the Borrower or the Collateral on this Note; (m) any levy, attachment, garnishment, repleven or other seizure of any property of any Borrower or any action is taken to enjoin the use of any property of the Borrower, or any tax lien is placed on any property of the Borrower by any state, local, or federal government agency; (n) the suspension of business by the Borrower; (o) nonpayment of the entire balance due on the date of maturity; or (p) the LCEDD deems itself insecure for any other reason whatsoever.

The Borrower warrants that the execution of this Note or any agreement executed in conjunction with this Note does not violate or breach any agreement that the Borrower may have with a third person.

In the event any default under this Note or if there is any default in the performance of any obligation or condition set forth in any loan agreement executed in conjunction with this Note or in any security agreement, real estate mortgage, assignment or other instrument securing this Note, or if a default exists under any Note,

liability or obligation of the Borrower to the LCEDD whether as maker, co-maker, endorser, or guarantor, then in such event the entire principal balance of the Note together with interest, fees, expenses, costs and other charges, shall, at the option of the LCEDD, immediately become due and payable in full without any notice of demand and Borrower hereby severally waives demand presented for payment, protest, notice of protest, dishonor, notice of dishonor, notice of nonpayment and diligence in collection of this Note.

The Borrower will pay on demand reasonable attorney's fees, expenses, costs, fees and other charges (including without limiting the generality of the foregoing, accounting fees, costs of title and UCC searches, court reporter fees and travel expenses) incurred by the LCEDD in the event of default under this Note or any instrument executed in conjunction with Note, or in the event this Note is referred to an attorney by the LCEDD in order to protect the interest of the Note. The Borrower will pay on demand any advances made by the LCEDD to perform covenants of the Borrower on any Collateral or any reasonable expense incurred by the LCEDD in realizing on any Collateral or any other expense incurred by the LCEDD by reason of ny default of the Borrower.

All fees, expenses, costs, other charges and amounts paid by the LCEDD may in the LCEDD's option be added to the principal balance of this Note and LCEDD will be entitled to interest thereon at the rate set forth in this Note.

All principal, interest, advances, expenses and attorney's fees shall be payable without relief from valuation and appraisement laws.

No act, delay, or omission on the part of the LCEDD in the exercise of any right or remedy shall operate as a waiver thereof and no single or partial exercise by the LCEDD of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. The LCEDD may, without notice or without releasing the liability of any Borrower hereto, grant extensions or renewals hereof from time to time and for any term or terms, add or release one or more Borrowers hereto, acquire additional security, or release any security in whole or in part and such actions of the LCEDD shall not impair or prejudice the LCEDD's rights under this Note. Acceptance of payment of arrears shall not waive or effect any prior acceleration of this Note.

This Note has been delivered in Indiana and shall be construed and enforced in accordance with the laws of the State of Indiana, except where the LCEDD, by reason of a Law of the United States or a Regulation or a Ruling promulgated by an Agency supervising the LCEDD, (a) is permitted to change a Rate of Interest higher than that permitted by the State of Indiana, or (b) is permitted to have or enforce certain provisions in the Note or Instruments that would not be permitted by the Laws of the State of Indiana,

then in that event the LCEDD may elect to have the Note and Instruments construed and enforced in accordance with the Laws of the United States. Wherever possible each provision of this Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Note.

The LCEDD is hereby authorized by the Borrower to date, fill in and complete missing terms in this Note and correct errors therein to conform this Note to the terms of the loan evidenced by this Note. In the event any Collateral will be acquired with the proceeds of this loan, then the LCEDD may disburse the loan proceeds directly to the Seller of the Collateral. The LCEDD is further authorized to disburse all or part of the proceeds of this loan to any holder of a lien on any Collateral given to secure this Note. A failure to describe all or a part of any security interest shall not be considered as a waiver of any interest in any Collateral.

This Note shall be binding upon the heirs, administrators, executors, successors and assigns of the Borrower and the rights and privileges of the LCEDD hereunder shall inure to the benefit of its payees, holders, successors and assigns. If this Note is transferred by the LCEDD, then the word "LCEDD" shall become and mean "the holder hereof".

The term "Points" as used in this Note means that percent of interest that is added to a Rate of Interest in order to determine the Rate of Interest that will be charged on this Note. One Point is equivalent of 100 "basis points". One Point is also the equivalent of 1%.

If more than one party shall execute this Note, the term "Borrower" shall mean all parties signing this Note and each of them and such parties shall be jointly and severally obligated hereunder. The term "Borrower" shall also mean all makers, co-makers, endorsers and guarantors of this Note. The neuter pronoun when used herein, shall include the masculine and the feminine and also the plural.

Lot 1, Homeier Addition to the City of Crown Point, as shown in Plat Book 66, page 54, in Lake County, Indiana.