

6-4788

097751

Lake Cty Comm Polp Dept
2293 N. Main St. C.P. Attn:
GUARANTY R-61065 Conrad Pavuk

THIS GUARANTY is given by Dawn Food Products, Inc., hereinafter referred to as "Guarantor", to induce the LAKE COUNTY ECONOMIC DEVELOPMENT DEPARTMENT, hereinafter referred to as "Lender", to extend credit to, or otherwise become the creditor of, D & M Manufacturing, Inc. hereinafter referred to as "Borrower".

FOR A VALUABLE CONSIDERATION, the Guarantor, and, if there is more than one, each of them jointly and severally and, unconditionally guarantee and promise to pay to Lender, its successors and assigns, on demand in lawful money of the United States of America, any and all indebtedness of the above-named Borrower.

1. Indebtedness Defined. The word "indebtedness" is used herein in its most comprehensive sense, and includes, but is not limited to, any and all advances, debts, obligations, and liabilities of Borrower, or any one or more of them, including judgments against Borrower heretofore, now, or hereafter made, incurred, or created, whether voluntary or involuntary, and however arising, whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, and whether Borrower may be liable individually or jointly with others, or primarily or secondarily, or as a Guarantor, and whether recovery upon such limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable, and whether such indebtedness arises from transactions which may otherwise be voidable.

2. Nature of Guarantor's Undertaking. The liability of Guarantor hereunder shall be open and continuous for as long as this Guaranty shall be in force. Guarantor intends to guarantee, at all times, the performance of all obligations of Borrower to Lender within the limits set forth above. Thus, no payments made upon Borrower's indebtedness shall be held to discharge or diminish the liability of Guarantor for any and all remaining and succeeding indebtedness of Borrower to Lender.

3. Term. The liability of the Guarantor shall continue until payment is made of every obligation of the Borrower now due or hereinafter to become due, and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guaranty.

This Guaranty shall bind the Guarantor for renewals and extensions granted after the termination hereof which pertain to the debts guaranteed hereby. This Guaranty shall bind the estate of a Guarantor.

4. Consent to Lender's Acts. The Guarantor consents, without affecting its Guarantor's liability to the Lender hereunder, that the Lender may, without notice to or consent of the Guarantor, upon such terms as it may deem advisable:

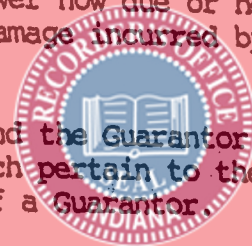
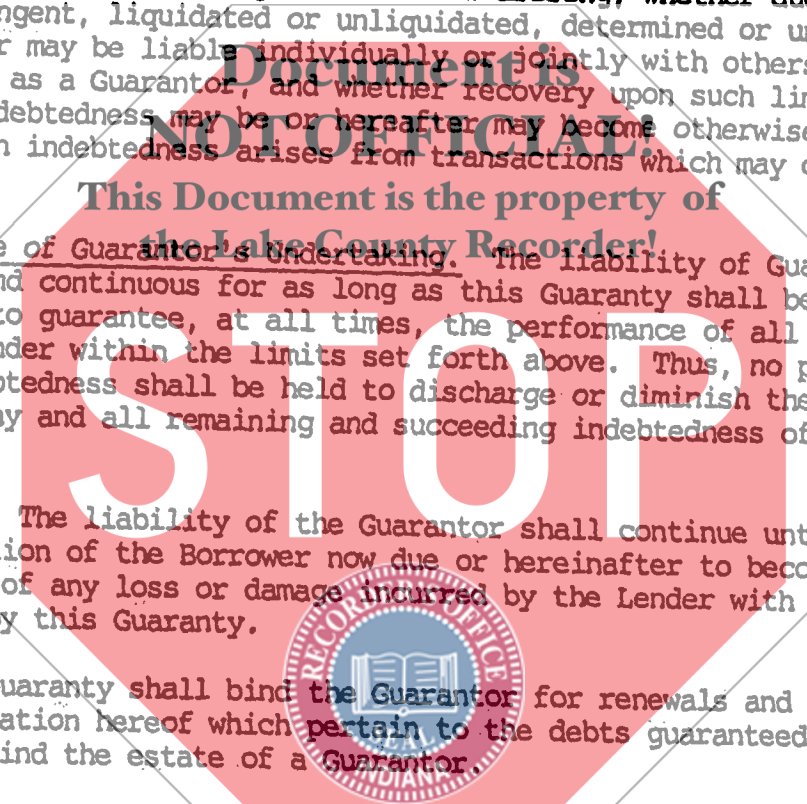
(a) Extend, in whole or in part, by renewal or otherwise, the time of payment of any indebtedness owing by the Borrower to the Lender, or held by the Lender as security for any such obligations;

(b) Release, surrender, exchange, modify, repair, or extend the period of duration, or the time of performance or payment, of any collateral securing any obligation of the Borrower to the Lender; and,

(c) Settle or compromise any claim of the Lender against the Borrower, or any other person, firm, or corporation, whose obligation is held by the Lender as security for any obligation of the Borrower to the Lender. The Guarantor

This instrument prepared by
Conrad V. Pavuk, Loan Officer

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION



STATE OF INDIANA/S.S. NO.
APR 30 1990
FILED
RECORDED
INDEXED
AND

Handwritten initials and number '200'.

ratifies and affirms any such extension, renewal, release, surrender, exchange, modification, impairment, settlement or compromise, and all such actions shall be binding upon the Guarantor, who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have.

5. Waiver. Guarantor hereby expressly waives presentment, protest, demand, or notice of any kind, including notice of non-payment of any of Borrower's indebtedness or any collateral thereto and notice of any action or non-action on the part of Borrower, the Lender, or any surety, endorser, or other Guarantor.

Upon default of Borrower on any obligation to Lender, Lender may, at its option, then and there demand and be entitled to immediate payment from any Guarantor the full amount or of any part of the amount of Borrower's indebtedness to Lender, within the limitations set forth above, and if Guarantor shall not pay the sum demanded to Lender, Lender may proceed directly and at once against Guarantor to collect such sum without first proceeding against Borrower, or any surety, endorser, or other Guarantor and without foreclosing upon or selling or otherwise disposing of any collateral it may have as security for any of Borrower's indebtedness. Failure of Lender to make such demand at such time, or so to proceed, shall not relieve Guarantor of its obligations hereunder or in any sense consider a waiver. Lender shall have the right to demand and collect from Guarantor all or any portion of Borrower's indebtedness and failure of Lender at any time to demand from Guarantor or to proceed to collect from Guarantor the full amount of Borrower's indebtedness from Guarantor shall not preclude Lender from later demanding or proceeding to collect from Guarantor any remaining indebtedness to Borrower to Lender covered by this Guaranty. In any action or suit brought by Lender against Guarantor, Guarantor will not assert as a defense any statute of limitations, if at the time the action or suit is commenced, there is outstanding any indebtedness to Lender which is not barred by the Statute of Limitations of the State of Indiana. If payment is made by Borrower on a debt guaranteed hereby and thereafter Lender is forced to remit the amount of that payment to Borrower's trustee in bankruptcy or similar person under any federal or state bankruptcy law or law for the relief of debtors, the Borrower's debt shall be considered unpaid for the purpose of enforcement of this Guaranty.

6. Representations by the Guarantor. The Guarantor, represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Lender hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Lender with respect to guaranteeing the Borrower's obligation to the Lender.

7. Modification. The whole of this Guaranty is herein set forth, and there is no verbal or other written agreement, and no understanding or custom effecting the terms hereof. This Guaranty can be modified only by written instrument signed by the part to be charged therewith.

8. Benefit. The Guaranty is delivered and made in, and shall be construed according to the laws of the State of Indiana, and is binding, upon the Guarantor and their legal representatives, and shall inure to the benefit of the Lender, its successors and assigns.

9. Attorney's Fees. In any action or suit brought by Lender to enforce this Guaranty, the Lender shall recover from the Guarantor the Lender's attorney's fees, in addition to costs and disbursements, and this shall apply to any appeal which may be taken.

10. Construction. As used in this Guaranty, the singular includes the plural.

IN WITNESS WHEREOF, THE Guarantor and each of them has signed this Agreement
on April 20, 1990
DATE

Dawn Food Products, Inc.

Ronald L. Jones, Pres.

Ronald L. Jones, President

Peter J. Staelens

Peter J. Staelens, Treasurer



State of Michigan County of Jackson SS:

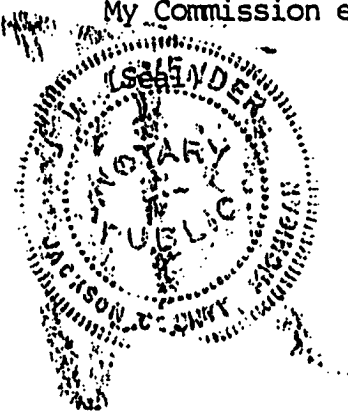
Before me the undersigned, an officer authorized to take acknowledgments (Notary Public, Clerk of the Circuit Court, etc.) in and for Dawn Food Products, Inc., Jackson County, State of Michigan personally appeared R.L. Jones and P.J. Staelens and acknowledged the execution of the foregoing instrument this 20th day of April, 1990

J. W. Cavender

Signature of a Notary Public or other authorized officer

J. W. CAVENDER, NOTARY PUBLIC
JACKSON COUNTY, STATE OF MICHIGAN
MY COMMISSION EXPIRES ON 03-23-92

My Commission expires: 3-27-92



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