

ASSIGNMENT OF TENANT'S RIGHTS

THIS ASSIGNMENT is made as of August 27, 1990, by BANNER FOODS OF MUNSTER, INC., an Indiana corporation, with its principal offices at 1332 Hilltop Road, St. Joseph, Michigan 49085 (hereafter referred to as "Company"), to THE PEOPLES STATE BANK OF ST. JOSEPH, P.O. Box 48, St. Joseph, Michigan, 49085 (hereafter referred to as the "Bank").

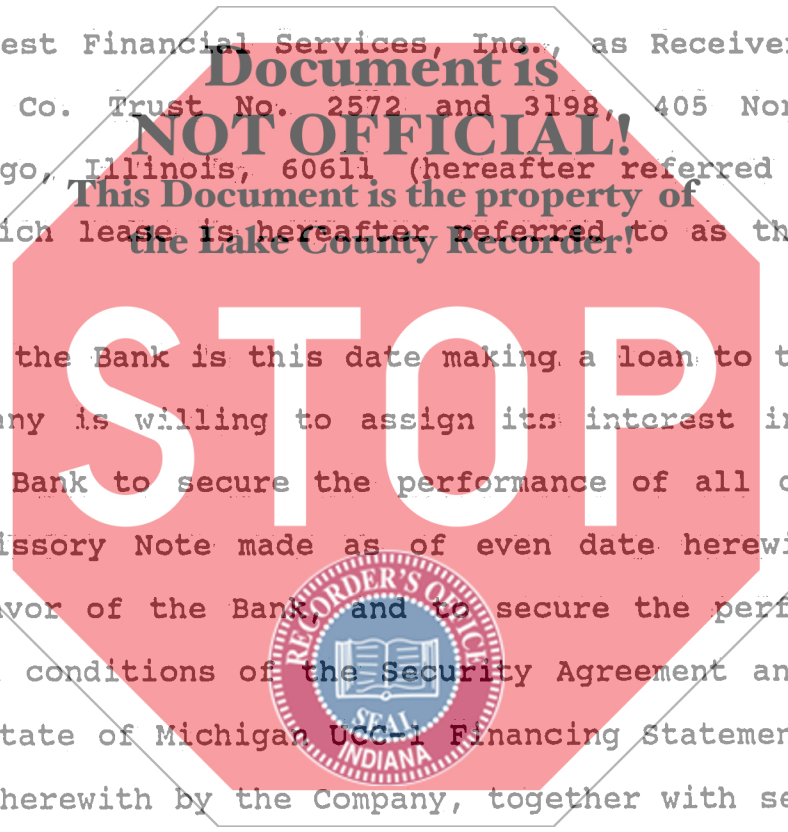
WITNESSETH:

WHEREAS, the Company is the lessee under a lease agreement made July 11, 1990 for property located in the Briar East Shopping Center, 3434 169th Street, Hammond, Indiana, wherein the lessor is Forest Financial Services, Inc., as Receiver for Lake County Trust Co. Trust No. 2572 and 3198, 405 North Wabash Avenue, Chicago, Illinois, 60611 (hereafter referred to as the "Lessor"), which lease is hereafter referred to as the "Lease"; and

WHEREAS, the Bank is this date making a loan to the Company and the Company is willing to assign its interest in the said Lease to the Bank to secure the performance of all obligations under a Promissory Note made as of even date herewith by the Company in favor of the Bank, and to secure the performance of all terms and conditions of the Security Agreement and State of Indiana and State of Michigan UCC-1 Financing Statements made as of even date herewith by the Company, together with securing the performance of all terms contained in the Guarantee Agreement made as of even date herewith by Sassano, Inc., a Michigan corporation, (the Security Agreement, UCC-1 Financing Statements and Guarantee Agreement being sometimes hereafter referred to collectively as the "Documents").

NOW, THEREFORE, the Company hereby agrees as follows:

1. The Company hereby conditionally assigns to the Bank all of the Company's right, title and interest in the Lease. This Assignment is conditioned upon a default in the performance of any of the covenants or conditions in the above-described Promissory Note or Documents. Upon the happening of any such default,



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Vertical handwritten text on the right margin: "STATE OF INDIANA" and "RECORDERS OFFICE".

Handwritten text at the bottom right: "14:00" and "OK".

a written notice of such default by the Bank to the Lessor, with a copy of such notice being sent to the Company, shall be conclusive evidence that the condition for the assignment being fully effective has taken place. Immediately upon the Bank giving such written notice, the Bank shall have all of the rights of the lessee under the said Lease. Upon the Lessor receiving the written notice from the Bank, Lessor shall thereafter be fully protected in its dealing only with the Bank as lessee under the Lease.

2. (a) The Bank shall be under no obligation to exercise its rights hereunder and may choose not to cause the conditional assignment to become effective by refusing to give the said notice of default; or (b) the Bank may perform for a time the Company's obligations under the Lease and thereafter cease such performance; and if after either (a) or (b) above the Company should lose all of its rights under the Lease for its failure to perform its obligations thereunder, or if the Company should suffer financial loss due to its failure to perform its obligations under the Lease, the Bank shall in no way be deemed responsible therefor. If the Bank does exercise its rights hereunder and thereafter shall make payments or perform other obligations the Company had under the Lease, the Company shall be responsible to fully indemnify and repay the Bank for all obligations performed by the Bank pursuant to the terms of the Lease.

3. The Company agrees that, so long as this Assignment is in effect with respect to the Lease, it will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the written consent of the Bank, and that any attempted subordination, amendment, modification or termination without such consent shall be void as against the Bank; provided, however, that the Lease may be amended, or modified without such consent to provide for changes in the rent and changes in the term, so long as said changes do not materially reduce the value of the lessee's rights under the Lease. The Company agrees that this Assignment is irrevocable until terminated pursuant to the

provisions set forth below, and that it will not make any other assignment of its rights as lessee under the Lease inconsistent herewith and that any such assignment inconsistent herewith shall be void.

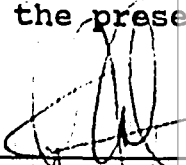
4. Upon payment of all sums due under the above-described Promissory Note, and the performance and observance of all the above-described Documents and the provisions thereof, this Assignment and all rights herein assigned to the Bank shall terminate and all of the right, title, and interest of the Bank in the Lease shall revert to the Company.


5. The Bank shall have the right to make inquiries from time to time of the Lessor under the Lease as to the terms and status of the Lease and the Bank shall have the right to request such notices and other information from the Lessor as the Bank deems advisable.

IN WITNESS WHEREOF, the Company has caused this Assignment to be signed as of the date first above written.

In the presence of:

BANNER FOODS OF MUNSTER, INC.,
an Indiana corporation


* DON NOTARO


By: 
JOHN A. SASSANO, President


* FREDA ROBINETT



STATE OF MICHIGAN)
) SS
COUNTY OF BERRIEN)

On this 18th day of August, 1990, before me a Notary Public in and for said County, personally appeared John A. Sassano, who, being by me duly sworn did say that he is the President of Banner Foods of Munster, Inc., the corporation described in, who executed the within instrument on behalf of said corporation, and acknowledged same to be the free act and deed of said corporation.


FREDA ROBINETT
Notary Public
Berrien County, Michigan
My comm. exp: 2-19-93

ACKNOWLEDGEMENT AND CONSENT

BRIAR EAST ASSOCIATES, L.P., an Indiana Limited Partnership, assignee of Forest Financial Services, Inc., as Receiver for Lake County Trust Co., the Landlord under the Lease described in the above Assignment of Tenant's Rights, hereby acknowledges its awareness of the above Assignment and further hereby expresses its consent to be bound to the terms of the Assignment as set forth above.

This Acknowledgement and Consent shall be binding upon the undersigned Landlord, its legal representatives, successors and assigns.

In the presence of:

BRIAR EAST ASSOCIATES, L.P.,
an Indiana Limited Partnership

* Gitty Samuel
GITTY SAMUEL

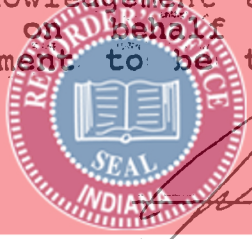
By: Joseph Weinberg
* JOSEPH WEINBERG
Its: General Partner

* CHAIM GROSS



STATE OF NY
COUNTY OF KINGS

On this 19th day of Aug., 1991, before me, a Notary Public in and for said County, appeared JOSEPH WEINBERG to me personally known, who, being by me duly sworn did say that he is the General Partner of Briar East Associates, L.P., an Indiana limited partnership, the Landlord named in and which executed the within Acknowledgement and Consent and that said instrument was signed on behalf of said Landlord, and acknowledged said instrument to be the free act and deed of Landlord.



* Catherine Pizzolato
Catherine Pizzolato
Notary Public
KINGS County,
My comm. exp: _____

*Please print names underneath signature.

GATHERINE PIZZOLATO
Notary Public, State of New York
No. 24-4742374
Qualified in Kings County
Commission Expires April 30, 1993

Drafted By:
William M. Engeln
Kinney, Cook & Lindenfeld
811 Ship Street, P.O. Box 24
St. Joseph, Michigan 49065
Telephone: (616) 983-0103
8/Q/wmel0/brian.frm

Key# 37 - 39 - 17

Parcel I:

Part of the Southwest Quarter of Section 10, Township 36 North, Range 9 West of the 2nd P.M., Lake County, Indiana, described as commencing at the Northeast corner of said Southwest Quarter; thence South 00 degrees 05 minutes 52 seconds East along the East line of said Southwest Quarter, 233.00 feet; thence North 89 degrees 13 minutes 15 seconds West and parallel with the North line of said Southwest Quarter, 230.00 feet to the point of beginning; thence South 56 degrees 09 minutes 45 seconds West, 400.21 feet; thence North 44 degrees 25 minutes 49 seconds West, 14.50 feet; thence South 45 degrees 34 minutes 11 seconds West, 127.86 feet; thence South 44 degrees 25 minutes 49 seconds East, 190.67 feet; thence North 45 degrees 34 minutes 11 seconds East, 120.00 feet; thence South 44 degrees 25 minutes 49 seconds East, 15.00 feet; thence North 45 degrees 34 minutes 11 seconds East, 286.36 feet; thence North 00 degrees 05 minutes 52 seconds West and parallel with said East line, 164.42 feet to the point of beginning, in Lake County, Indiana.

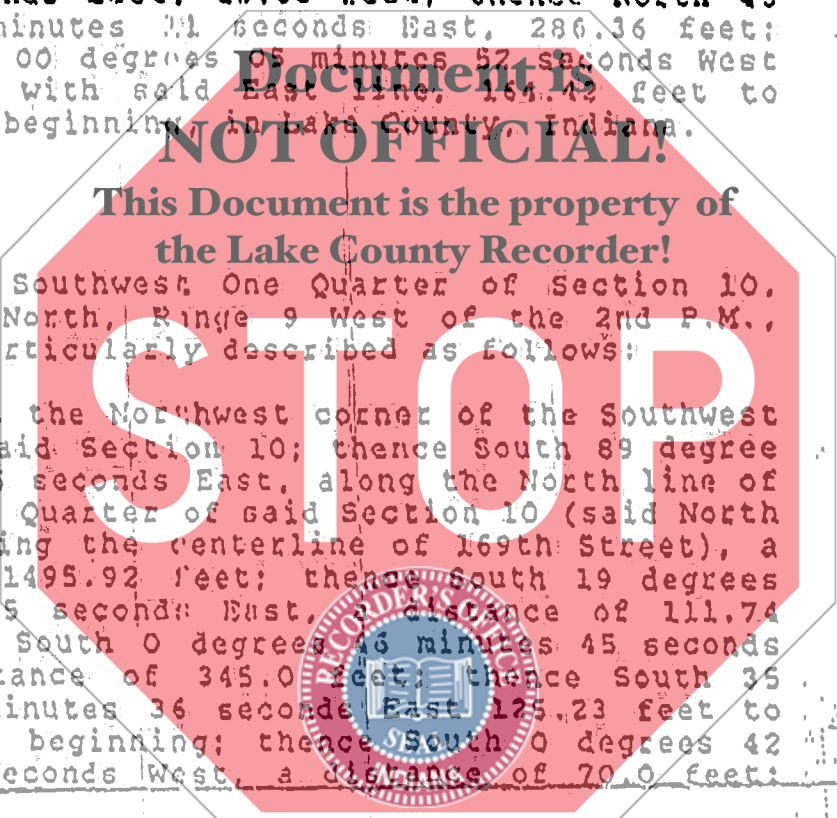
Parcel II:

Part of the Southwest One Quarter of Section 10, Township 36 North, Range 9 West of the 2nd P.M., being more particularly described as follows:

Commencing at the Northwest corner of the Southwest Quarter of said Section 10; thence South 89 degree 13 minutes 15 seconds East, along the North line of the Southwest Quarter of said Section 10 (said North line also being the centerline of 169th Street), a distance of 1495.92 feet; thence South 19 degrees 13 minutes 15 seconds East, a distance of 111.74 feet; thence South 0 degrees 16 minutes 45 seconds West, a distance of 345.0 feet; thence South 35 degrees 34 minutes 36 seconds East 125.23 feet to the point of beginning; thence South 0 degrees 42 minutes 07 seconds West, a distance of 70.0 feet;

thence South 89 degrees 17 minutes 53 seconds East, a distance of 51.38 feet; thence North 35 degrees 34 minutes 36 seconds West a distance of 86.83 feet to the place of beginning, all in the City of Hammond, Lake County, Indiana.

Pl. Key# 37 - 39 - 53



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