

ASSIGNMENT OF LEASE

AGREEMENT by and among GOURMET ENTERPRISES, INC. Tenant, CHI-CO, INC. Assignee, and ELSA SUMMERS, ELIZABETH GALE LEIGEBER, ERNEST SUMMERS, III, EDNA SUE MOODY, AND EDWARD SUMMERS, Landlord.

AS AMENDED IN THE FIRST AMENDMENT TO LEASE DATED 6/27/95 (ATTACHED AS EXHIBIT B) WITNESSETH:

WHEREAS, Tenant and Landlord originally entered into that certain Lease dated JUNE 15, 1976 (as amended from time to time, the "Lease"), for the lease of the premises commonly known as 8100 Calumet Avenue, Munster, Indiana, and more particularly described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Tenant, GOURMET ENTERPRISES, INC. and Assignee entered into that certain Agreement for Purchase and Sale of Assets dated August 15, 1997, wherein Tenant agreed to sell its interest in its operations at the Premises and to assign its rights under the Lease to Assignee, and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment, upon the terms and conditions hereinafter provided.

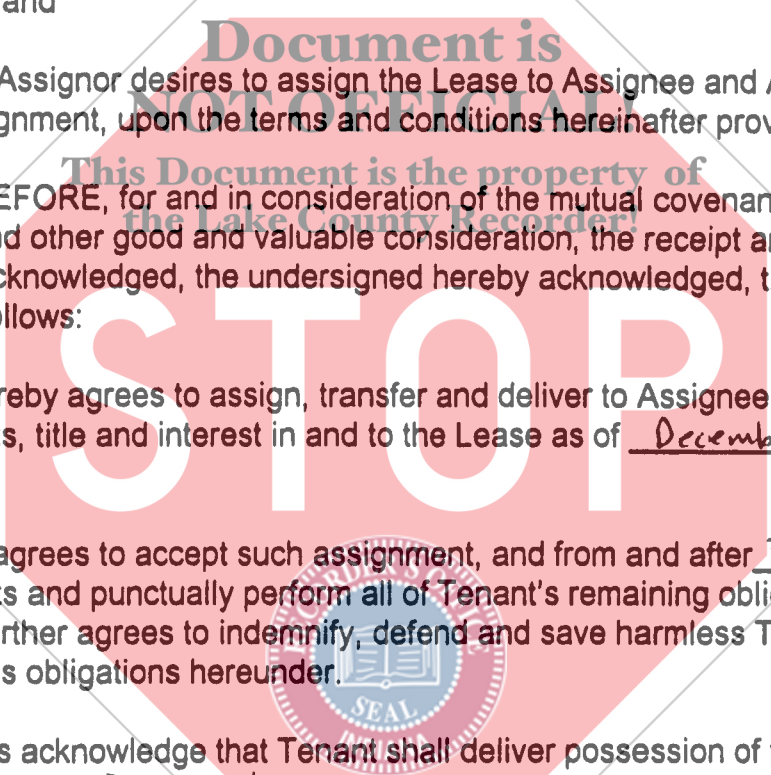
NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledged, the undersigned hereby agrees as follows:

1. Tenant hereby agrees to assign, transfer and deliver to Assignee all of Tenant's rights, title and interest in and to the Lease as of December 1 1997.
2. Assignee agrees to accept such assignment, and from and after December 1 1997, to pay all rents and punctually perform all of Tenant's remaining obligations under the Lease. Assignee further agrees to indemnify, defend and save harmless Tenant from any breach of Assignee's obligations hereunder.
3. The parties acknowledge that Tenant shall deliver possession of the leased premises to Assignee on December 1, 1997; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant thereafter by the Assignee.

4. Landlord hereby assents to the assignment of lease, understanding that:

~~a) assent to the assignment shall discharge Tenant of its obligations under the Lease, including Tenant's obligation to pay, in the event of breach by Assignee; and~~

b) Tenant shall release and relinquish any and all of its rights under the Lease, including the right of possession of the Premises for the remaining term of said Lease.



8029770
STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
58 APR -3 1997

Handwritten signatures and initials

20
Handwritten initials

97080064574

2062

COMMUNITY TITLE COMPANY
FILE NO 141092

49.00
Comm
3244

5. The parties acknowledge that no default exists under the Lease, and the Lease is in full force and effect as of the date hereof.

6. The parties acknowledge the Lease has not been amended except as set forth in this Agreement.

7. This Agreement may be executed in counterparts, each of which shall represent an original document and all of which taken together shall represent one and the same document.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed as of this 24th day of November, 1997.

In the presence of:

Witness

Witness

Witness

Witness

Witness

Witness

Witness

[Signature]
Tenant
CHI-CO, INC. Secretary
BY: *[Signature]*
Assignee Pres.



Elsa Summers, Landlord

Elizabeth Gale Leigeber, Landlord

[Signature]
Ernest Summers III, Landlord

Edna Sue Moody, Landlord

Edward Summers, Landlord

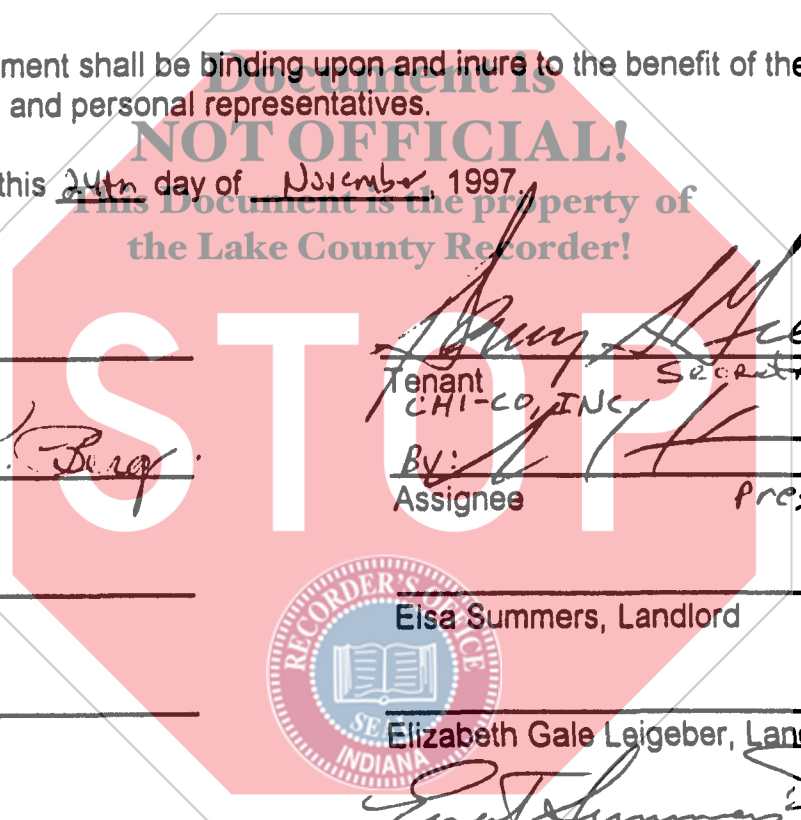


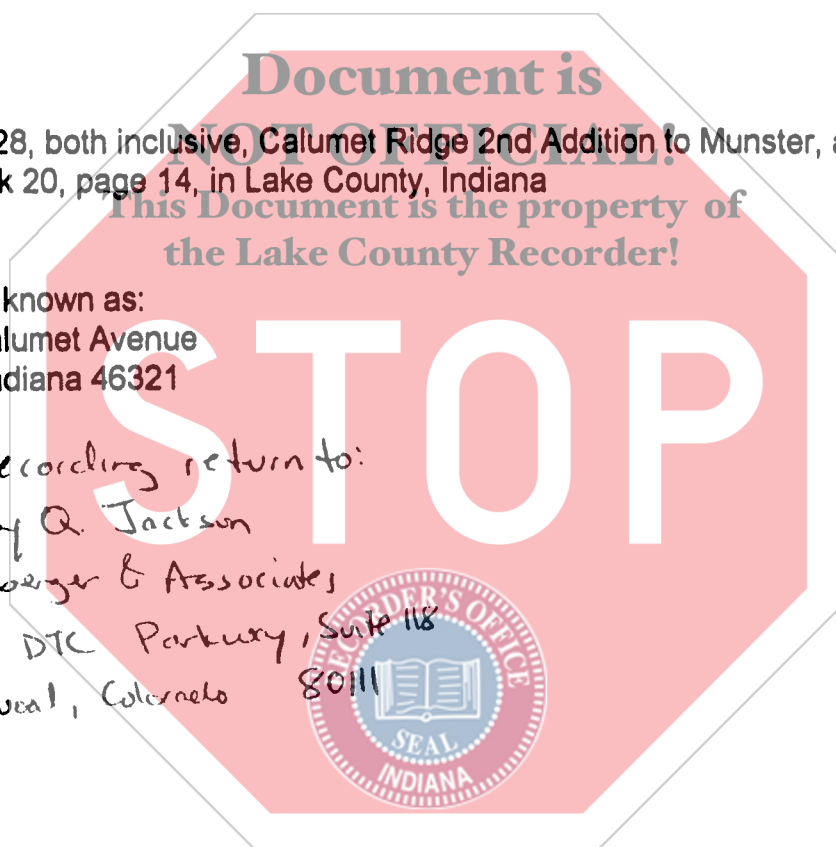
EXHIBIT A

LEGAL DESCRIPTION

Lots 23 to 28, both inclusive, Calumet Ridge 2nd Addition to Munster, as shown in Plat Book 20, page 14, in Lake County, Indiana

Commonly known as:
8100 S. Calumet Avenue
Munster, Indiana 46321

After recording return to:
Jeffrey Q. Jackson
Eckelberger & Associates
5575 DTC Parkway, Suite 118
Englewood, Colorado 80111



FIRST AMENDMENT TO LEASE

This First Amendment to the Lease is hereby attached and made a part of the Lease dated June 15, 1976, by and between ERNEST SUMMERS, JR. and ELSA M. SUMMERS, his wife, ("Lessor") and GOURMET ENTERPRISES, INC., an Illinois Corporation, ("Lessee").

WHEREAS, ERNEST SUMMERS, JR. is now deceased, the owners of the subject property are as follows:

Elsa Summers	One-third interest
Elizabeth Gale Leigeber	One-sixth interest
Ernest Summers III	One-sixth interest
Edna Sue Moody	One-sixth interest
Edward Summers	One-sixth interest

WHEREAS, the parties wish to continue the Lease relationship and enter into an extension of the Lease on terms and conditions agreeable by the parties, and

WHEREAS, the Lessee is willing to commit to the Lessor for a ten year period.

NOW, THEREFORE, in consideration of the premises, the Lessor and Lessee hereby agree as follows:

- 1) The lease dated June 15, 1976, shall be extended for a ten year period commencing on July 1, 1996, and continuing thru June 30, 2006.
- 2) The rental to be paid during the ten year period is as follows:
 \$2,500.00 per month from July 1, 1996, thru June 30, 2001.
 \$3,000.00 per month from July 1, 2001, thru June 30, 2006.
- 3) Rent shall be payable by check in advance on or before the first day of each month, payable to the order of either Elsa M. Summers or Ernest Summers III, or such other of Lessors as may be substituted therefore by notice given to Lessee.
- 4) Except for the changes stated above, all the other terms and conditions contained in the Lease dated June 15, 1976, shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee has executed this Amendment on this 27th day of June, 1995.

LESSOR:

LESSEE: GOURMET ENTERPRISES, INC.

Elsa Summers
Elsa Summers

BY Charles S. Conant
PRESIDENT

Elizabeth Gale Leigeber
Elizabeth Gale Leigeber

ATTEST: Barry A. Keen
SECRETARY

Ernest Summers III
Ernest Summers III

Edna Sue Moody
Edna Sue Moody

Edward Summers
Edward Summers

ASSIGNMENT OF LEASE

AGREEMENT by and among GOURMET ENTERPRISES, INC. Tenant, CHI-CO, INC. Assignee, and ELSA SUMMERS, ELIZABETH GALE LEIGEBER, ERNEST SUMMERS, III, EDNA SUE MOODY, AND EDWARD SUMMERS, Landlord.

WITNESSETH:

WHEREAS, Tenant and Landlord originally entered into that certain Lease dated JUNE 15, 1976 (as amended from time to time, the "Lease"), for the lease of the premises X commonly known as 8100 Calumet Avenue, Munster, Indiana, and more particularly described on Exhibit A attached hereto (the "Premises"); and *ELX*
As amended in the FIRST AMENDMENT TO LEASE DATED 6/27/95 (ATTACHED AS EXHIBIT B)

WHEREAS, Tenant, GOURMET ENTERPRISES, INC. and Assignee entered into that certain Agreement for Purchase and Sale of Assets dated August 15, 1997, wherein Tenant agreed to sell its interest in its operations at the Premises and to assign its rights under the Lease to Assignee, and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment, upon the terms and conditions hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledged, the undersigned hereby agrees as follows:

1. Tenant hereby agrees to assign, transfer and deliver to Assignee all of Tenant's rights, title and interest in and to the Lease as of December 1 1997.

2. Assignee agrees to accept such assignment, and from and after December 1 1997, to pay all rents and punctually perform all of Tenant's remaining obligations under the Lease. Assignee further agrees to indemnify, defend and save harmless Tenant from any breach of Assignee's obligations hereunder.

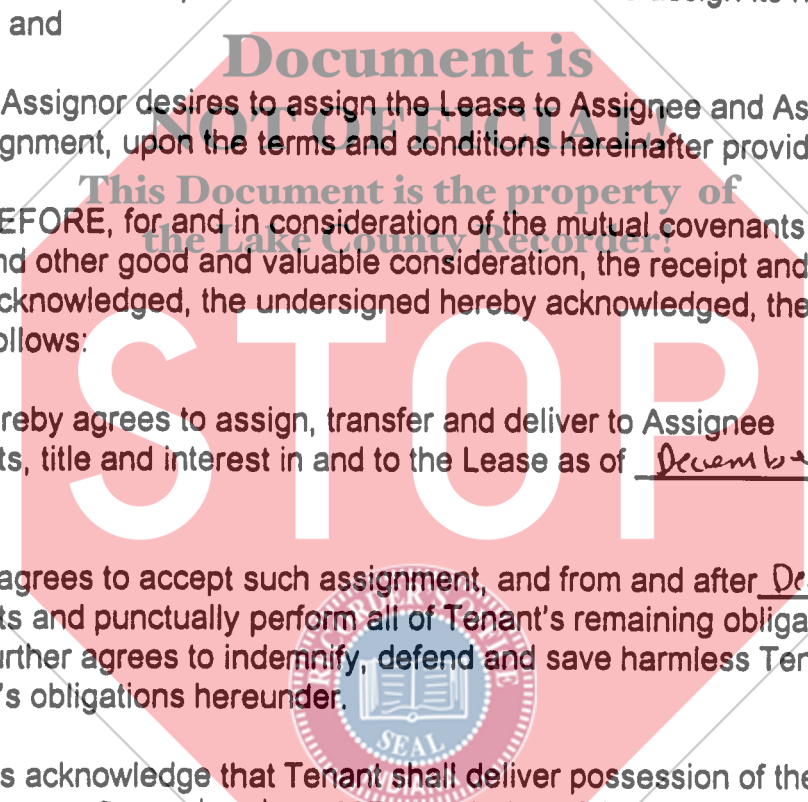
3. The parties acknowledge that Tenant shall deliver possession of the leased premises to Assignee on December 1 1997; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant thereafter by the Assignee.

4. Landlord hereby assents to the assignment of lease, understanding that:

~~a) assent to the assignment shall discharge Tenant of its obligations under the Lease, including Tenant's obligation to pay, in the event of breach by Assignee; and~~

X ELX
X ELX
X ELX

b) Tenant shall release and relinquish any and all of its rights under the Lease, including the right of possession of the Premises for the remaining term of said Lease.



5. The parties acknowledge that no default exists under the Lease, and the Lease is in full force and effect as of the date hereof.

6. The parties acknowledge the Lease has not been amended except as set forth in this Agreement.

7. This Agreement may be executed in counterparts, each of which shall represent an original document and all of which taken together shall represent one and the same document.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed as of this 24th day of November, 1997.

In the presence of:

Witness

Jeanette K. Burg
Witness

Amy A. Green
Tenant
CHI-CO, INC. Secretary

By: [Signature]
Assignee Pres.

Witness

Elsa Summers, Landlord

Witness

Elizabeth Gale Leigebef
Elizabeth Gale Leigebef, Landlord

Witness

Ernest Summers III, Landlord

Witness

Edna Sue Moody, Landlord

Witness

Edward Summers, Landlord

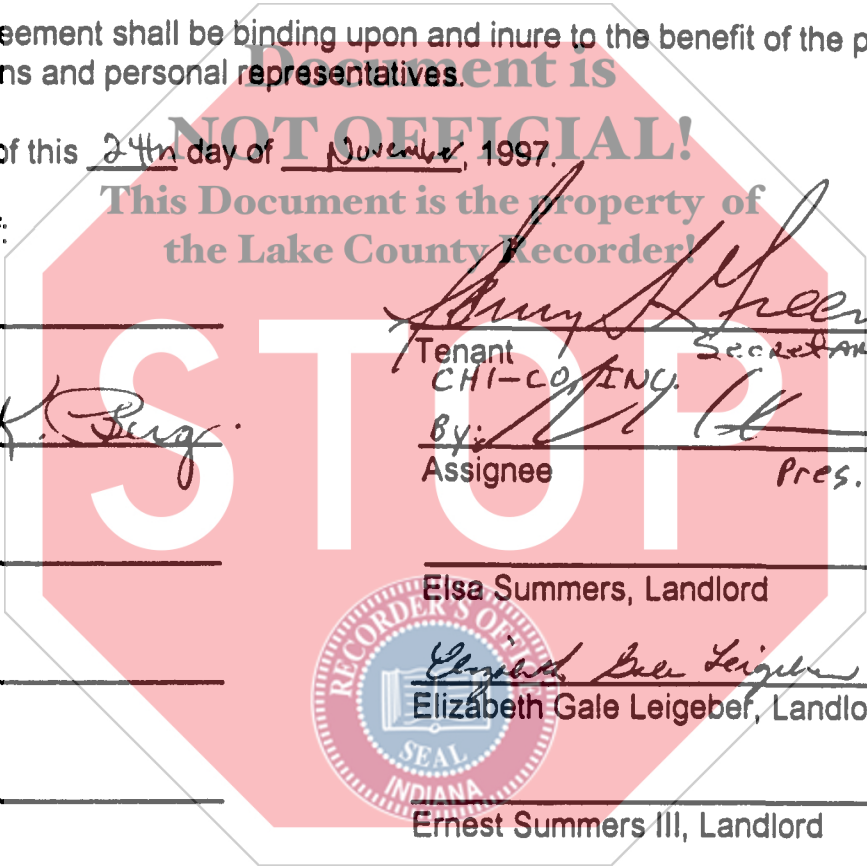
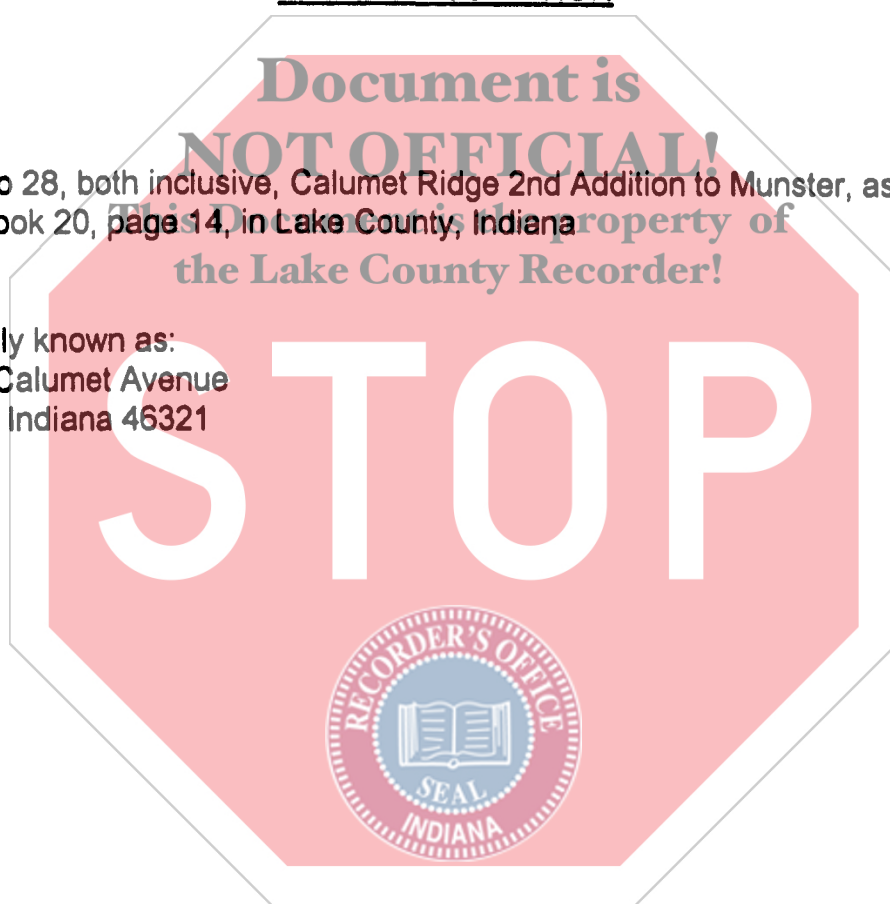


EXHIBIT A

LEGAL DESCRIPTION

Lots 23 to 28, both inclusive, Calumet Ridge 2nd Addition to Munster, as shown
in Plat Book 20, page 14, in Lake County, Indiana

Commonly known as:
8100 S. Calumet Avenue
Munster, Indiana 46321



FIRST AMENDMENT TO LEASE

This First Amendment to the Lease is hereby attached and made a part of the Lease dated June 15, 1976, by and between ERNEST SUMMERS, JR. and ELSA M. SUMMERS, his wife, ("Lessor") and GOURMET ENTERPRISES, INC., an Illinois Corporation, ("Lessee").

WHEREAS, ERNEST SUMMERS, JR. is now deceased, the owners of the subject property are as follows:

Elsa Summers	One-third interest
Elizabeth Gale Leigeber	One-sixth interest
Ernest Summers III	One-sixth interest
Edna Sue Moody	One-sixth interest
Edward Summers	One-sixth interest

WHEREAS, the parties wish to continue the Lease relationship and enter into an extension of the Lease on terms and conditions agreeable by the parties, and

WHEREAS, the Lessee is willing to commit to the Lessor for a ten year period.

NOW, THEREFORE, in consideration of the premises, the Lessor and Lessee hereby agree as follows:

- 1) The lease dated June 1, 1976, shall be extended for a ten year period commencing on July 1, 1996, and continuing thru June 30, 2006.
- 2) The rental to be paid during the ten year period is as follows:
 \$2,500.00 per month from July 1, 1996, thru June 30, 2001.
 \$3,000.00 per month from July 1, 2001, thru June 30, 2006.
- 3) Rent shall be payable by check in advance on or before the first day of each month, payable to the order of either Elsa M. Summers or Ernest Summers III, or such other of Lessors as may be substituted therefore by notice given to Lessee.
- 4) Except for the changes stated above, all the other terms and conditions contained in the Lease dated June 15, 1976, shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee has executed this Amendment on this 27th day of June, 1995.

LESSOR:

LESSEE: GOURMET ENTERPRISES, INC.

Elsa Summers
Elsa Summers

BY Charles S. Forquatte
PRESIDENT

Elizabeth Gale Leigeber
Elizabeth Gale Leigeber

ATTEST: Samuel J. Green
SECRETARY

Ernest Summers III
Ernest Summers III

Edna Sue Moody
Edna Sue Moody

Edward Summers
Edward Summers

ASSIGNMENT OF LEASE

AGREEMENT by and among GOURMET ENTERPRISES, INC. Tenant, CHI-CO, INC. Assignee, and ELSA SUMMERS, ELIZABETH GALE LEIGEBER, ERNEST SUMMERS, III, EDNA SUE MOODY, AND EDWARD SUMMERS, Landlord.

AS AMENDED IN THE FIRST AMENDMENT TO LEASE DATED 6/27/95 (ATTACHED AS EXHIBIT B) AS

WITNESSETH:

WHEREAS, Tenant and Landlord originally entered into that certain Lease dated JUNE 15, 1976, (as amended from time to time, the "Lease"), for the lease of the premises commonly known as 8100 Calumet Avenue, Munster, Indiana, and more particularly described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Tenant, GOURMET ENTERPRISES, INC. and Assignee entered into that certain Agreement for Purchase and Sale of Assets dated August 15, 1997, wherein Tenant agreed to sell its interest in its operations at the Premises and to assign its rights under the Lease to Assignee, and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment, upon the terms and conditions hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledged, the undersigned hereby agrees as follows:

1. Tenant hereby agrees to assign, transfer and deliver to Assignee all of Tenant's rights, title and interest in and to the Lease as of December 1 1997.

2. Assignee agrees to accept such assignment, and from and after December 1 1997, to pay all rents and punctually perform all of Tenant's remaining obligations under the Lease. Assignee further agrees to indemnify, defend and save harmless Tenant from any breach of Assignee's obligations hereunder.

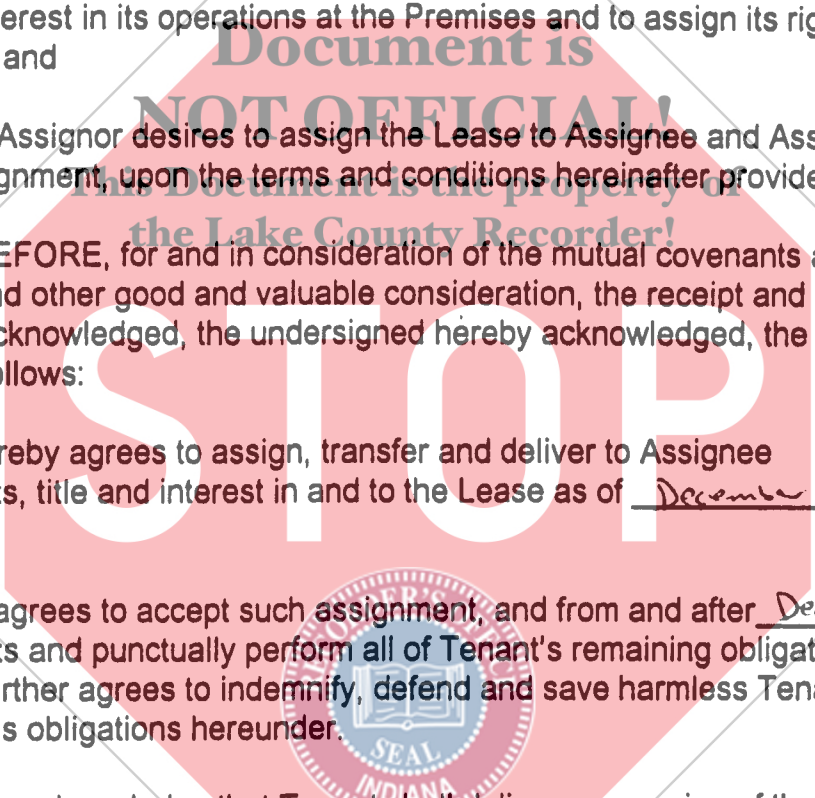
3. The parties acknowledge that Tenant shall deliver possession of the leased premises to Assignee on December 1, 1997; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant thereafter by the Assignee.

4. Landlord hereby assents to the assignment of lease, understanding that:

~~a) assent to the assignment shall discharge Tenant of its obligations under the Lease, including Tenant's obligation to pay, in the event of breach by Assignee; and~~

X E. S.
X E. S.
X E. S.

b) Tenant shall release and relinquish any and all of its rights under the Lease, including the right of possession of the Premises for the remaining term of said Lease.



5. The parties acknowledge that no default exists under the Lease, and the Lease is in full force and effect as of the date hereof.

6. The parties acknowledge the Lease has not been amended except as set forth in this Agreement.

7. This Agreement may be executed in counterparts, each of which shall represent an original document and all of which taken together shall represent one and the same document.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed as of this 24th day of November, 1997.

In the presence of:

Witness

Janette K. Berg
Witness

Amy A. Green
Tenant
CHI-CO, INC.
By: [Signature]
Assignee Pres.

Witness

E. Lisa Summers
Elsa Summers, Landlord

Witness

Elizabeth Gale Leigeber, Landlord

Witness

Ernest Summers III, Landlord

Witness

Edna Sue Moody, Landlord

Witness

Edward Summers, Landlord

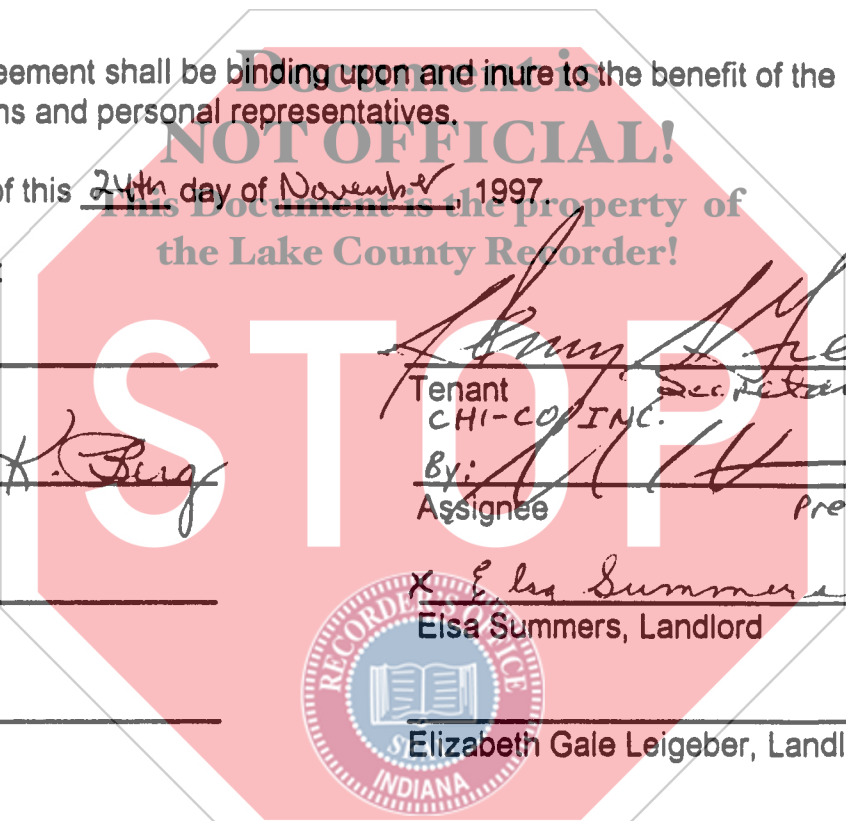
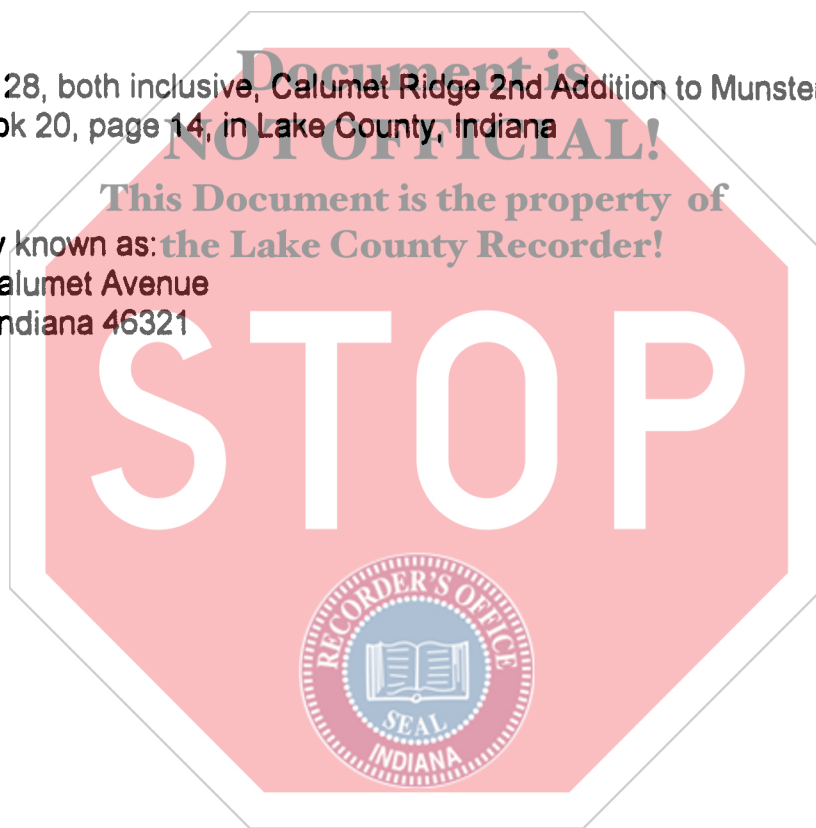


EXHIBIT A

LEGAL DESCRIPTION

Lots 23 to 28, both inclusive, Calumet Ridge 2nd Addition to Munster, as shown in Plat Book 20, page 14, in Lake County, Indiana

**This Document is the property of
Commonly known as: the Lake County Recorder!
8100 S. Calumet Avenue
Munster, Indiana 46321**



FIRST AMENDMENT TO LEASE

This First Amendment to the Lease is hereby attached and made a part of the Lease dated June 15, 1976, by and between ERNEST SUMMERS, JR. and ELSA M. SUMMERS, his wife, ("Lessor") and GOURMET ENTERPRISES, INC., an Illinois Corporation, ("Lessee").

WHEREAS, ERNEST SUMMERS, JR. is now deceased, the owners of the subject property are as follows:

Elsa Summers	One-third interest
Elizabeth Gale Leigeber	One-sixth interest
Ernest Summers III	One-sixth interest
Edna Sue Moody	One-sixth interest
Edward Summers	One-sixth interest

WHEREAS, the parties wish to continue the Lease relationship and enter into an extension of the Lease on terms and conditions agreeable by the parties, and

WHEREAS, the Lessee is willing to commit to the Lessor for a ten year period.

NOW, THEREFORE, in consideration of the premises, the Lessor and Lessee hereby agree as follows:

- 1) The lease dated June 1, 1976, shall be extended for a ten year period commencing on July 1, 1996, and continuing thru June 30, 2006.
- 2) The rental to be paid during the ten year period is as follows:
 \$2,500.00 per month from July 1, 1996, thru June 30, 2001.
 \$3,000.00 per month from July 1, 2001, thru June 30, 2006.
- 3) Rent shall be payable by check in advance on or before the first day of each month, payable to the order of either Elsa M. Summers or Ernest Summers III, or such other of Lessors as may be substituted therefore by notice given to Lessee.
- 4) Except for the changes stated above, all the other terms and conditions contained in the Lease dated June 15, 1976, shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee has executed this Amendment on this 27th day of June, 1995.

LESSOR:

LESSEE: GOURMET ENTERPRISES, INC.

Elsa Summers
Elsa Summers

BY Charles S. Forquie
PRESIDENT

Elizabeth Gale Leigeber
Elizabeth Gale Leigeber

ATTEST: Ernest Summers III
SECRETARY

Ernest Summers III
Ernest Summers III

Edna Sue Moody
Edna Sue Moody

Edward Summers
Edward Summers

ASSIGNMENT OF LEASE

AGREEMENT by and among GOURMET ENTERPRISES, INC. Tenant, CHI-CO, INC. Assignee, and ELSA SUMMERS, ELIZABETH GALE LEIGEBER, ERNEST SUMMERS, III, EDNA SUE MOODY, AND EDWARD SUMMERS, Landlord.

WITNESSETH:

WHEREAS, Tenant and Landlord originally entered into that certain Lease dated JUNE 15, 1976, (as amended from time to time, the "Lease"), for the lease of the premises commonly known as 8100 Calumet Avenue, Munster, Indiana, and more particularly described on Exhibit A attached hereto (the "Premises"); and

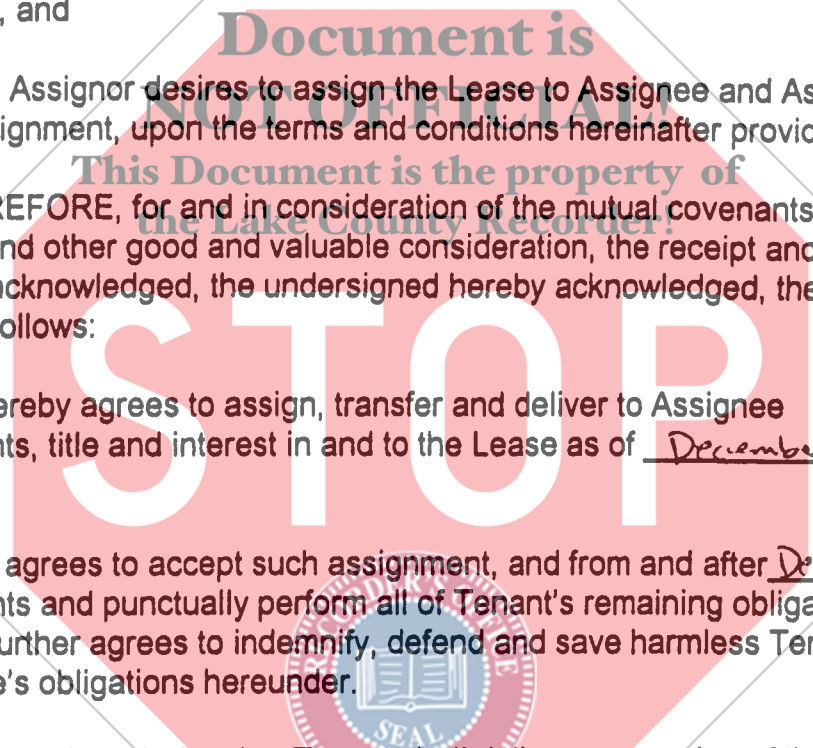
as amended by the ~~1st~~ First Amendment to Lease dated June 27, 1995

*ESM
(a copy of which is attached hereto as exhibit B)*

WHEREAS, Tenant, GOURMET ENTERPRISES, INC. and Assignee entered into that certain Agreement for Purchase and Sale of Assets dated August 15, 1997, wherein Tenant agreed to sell its interest in its operations at the Premises and to assign its rights under the Lease to Assignee, and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment, upon the terms and conditions hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledged, the undersigned hereby agrees as follows:



1. Tenant hereby agrees to assign, transfer and deliver to Assignee all of Tenant's rights, title and interest in and to the Lease as of December 1, 1997.

2. Assignee agrees to accept such assignment, and from and after December 1, 1997, to pay all rents and punctually perform all of Tenant's remaining obligations under the Lease. Assignee further agrees to indemnify, defend and save harmless Tenant from any breach of Assignee's obligations hereunder.

3. The parties acknowledge that Tenant shall deliver possession of the leased premises to Assignee on December 1, 1997; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant thereafter by the Assignee.

4. Landlord hereby assents to the assignment of lease, understanding that:

a) ~~assent to the assignment shall discharge Tenant of its obligations under the Lease, including Tenant's obligation to pay, in the event of breach by Assignee, and~~

*ESM
ESM*

ESM

b) Tenant shall release and relinquish any and all of its rights under the Lease, including the right of possession of the Premises for the remaining term of said Lease.

5. The parties acknowledge that no default exists under the Lease, and the Lease is in full force and effect as of the date hereof.

6. The parties acknowledge the Lease has not been amended except as set forth in this Agreement.

7. This Agreement may be executed in counterparts, each of which shall represent an original document and all of which taken together shall represent one and the same document.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed as of this 6th day of October, 1997.

In the presence of:

Witness

Jeanette K. Berg
Witness

[Signature]
Tenant
CHI-CO, INC.
Secretary
By: [Signature]
Assignee Pres.

Witness

Elsa Summers, Landlord

Witness

Elizabeth Gale Leigeber, Landlord

Witness

Ernest Summers III, Landlord

Witness

Edna Sue Moody
Edna Sue Moody, Landlord

Witness

Edward Summers, Landlord

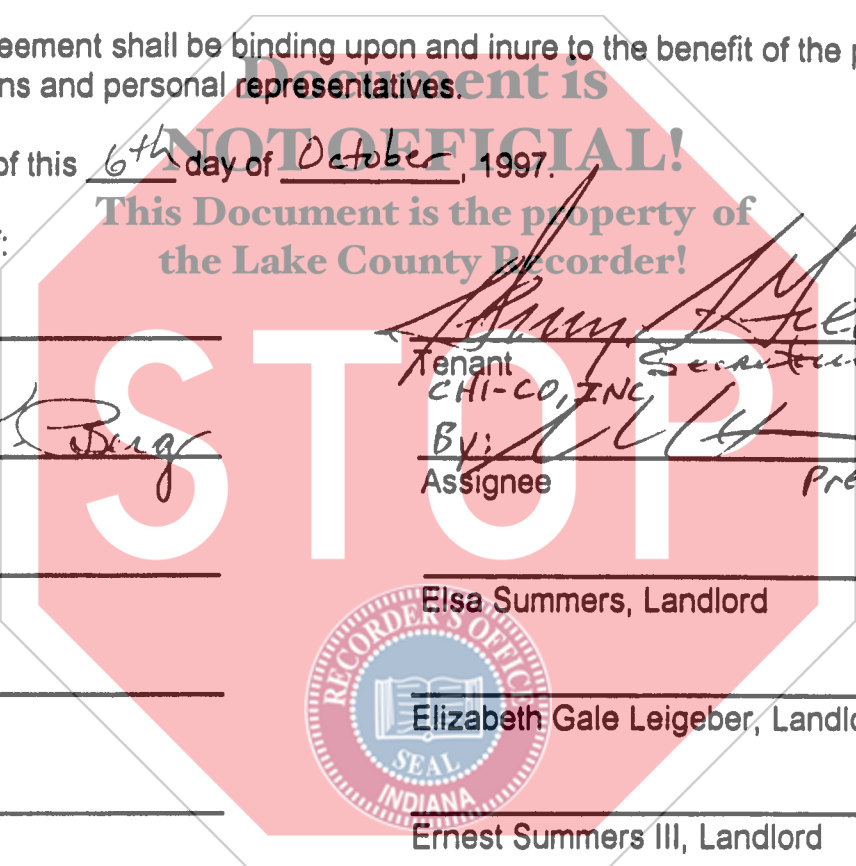


EXHIBIT A

LEGAL DESCRIPTION

Document is
NOT OFFICIAL!
Lots 23 to 28, both inclusive, Calumet Ridge 2nd Addition to Munster, as shown
in Plat Book 20, page 14, in Lake County, Indiana

This Document is the property of
the Lake County Recorder!

Commonly known as:
8100 S. Calumet Avenue
Munster, Indiana 46321

STOP



FIRST AMENDMENT TO LEASE

This First Amendment to the Lease is hereby attached and made a part of the Lease dated June 15, 1976, by and between ERNEST SUMMERS, JR. and ELSA M. SUMMERS, his wife, ("Lessor") and GOURMET ENTERPRISES, INC., an Illinois Corporation, ("Lessee").

WHEREAS, ERNEST SUMMERS, JR. is now deceased, the owners of the subject property are as follows:

Elsa Summers	One-third interest
Elizabeth Gale Leigeber	One-sixth interest
Ernest Summers III	One-sixth interest
Edna Sue Moody	One-sixth interest
Edward Summers	One-sixth interest

WHEREAS, the parties wish to continue the Lease relationship and enter into an extension of the Lease on terms and conditions agreeable by the parties, and

WHEREAS, the Lessee is willing to commit to the Lessor for a ten year period.

NOW, THEREFORE, in consideration of the premises, the Lessor and Lessee hereby agree as follows:

1) The lease dated June 1, 1976, shall be extended for a ten year period commencing on July 1, 1996, and continuing thru June 30, 2006.

2) The rental to be paid during the ten year period is as follows:

\$2,500.00 per month from July 1, 1996, thru June 30, 2001.
 \$3,000.00 per month from July 1, 2001, thru June 30, 2006.

3) Rent shall be payable by check in advance on or before the first day of each month, payable to the order of either Elsa M. Summers or Ernest Summers III, or such other of Lessors as may be substituted therefore by notice given to Lessee.

4) Except for the changes stated above, all the other terms and conditions contained in the Lease dated June 15, 1976, shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee has executed this Amendment on this 27th day of June, 1995.

LESSOR:

LESSEE: GOURMET ENTERPRISES, INC.

Elsa Summers
Elsa Summers

BY Charles S. [Signature]
PRESIDENT

Elizabeth Gale Leigeber
Elizabeth Gale Leigeber

ATTEST: [Signature]
SECRETARY

Ernest Summers III
Ernest Summers III

Edna Sue Moody
Edna Sue Moody

Edward Summers
Edward Summers

ASSIGNMENT OF LEASE

AGREEMENT by and among GOURMET ENTERPRISES, INC. Tenant, CHI-CO, INC. Assignee, and ELSA SUMMERS, ELIZABETH GALE LEIGEBER, ERNEST SUMMERS, III, EDNA SUE MOODY, AND EDWARD SUMMERS, Landlord.

AS AMENDED BY THE FIRST AMENDMENT TO LEASE DATED JUNE 27, 1995 (A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT B). ²⁵

WITNESSETH:

WHEREAS, Tenant and Landlord originally entered into that certain Lease dated JUNE 15, 1976 (as amended from time to time, the "Lease"), for the lease of the premises commonly known as 8100 Calumet Avenue, Munster, Indiana, and more particularly described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Tenant, GOURMET ENTERPRISES, INC. and Assignee entered into that certain Agreement for Purchase and Sale of Assets dated August 15, 1997, wherein Tenant agreed to sell its interest in its operations at the Premises and to assign its rights under the Lease to Assignee, and

WHEREAS, Assignor desires to assign the Lease to Assignee and Assignee desires to accept such assignment, upon the terms and conditions hereinafter provided.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledged, the undersigned hereby agrees as follows:

1. Tenant hereby agrees to assign, transfer and deliver to Assignee all of Tenant's rights, title and interest in and to the Lease as of December 1 1997.
2. Assignee agrees to accept such assignment, and from and after December 1997, to pay all rents and punctually perform all of Tenant's remaining obligations under the Lease. Assignee further agrees to indemnify, defend and save harmless Tenant from any breach of Assignee's obligations hereunder.
3. The parties acknowledge that Tenant shall deliver possession of the leased premises to Assignee on December 1, 1997; time being of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by Tenant thereafter by the Assignee.

4. Landlord hereby assents to the assignment of lease, understanding that:

~~a) assent to the assignment shall discharge Tenant of its obligations under the Lease, including Tenant's obligation to pay, in the event of breach by Assignee; and~~ ²⁵

b) Tenant shall release and relinquish any and all of its rights under the Lease, including the right of possession of the Premises for the remaining term of said Lease.

5. The parties acknowledge that no default exists under the Lease, and the Lease is in full force and effect as of the date hereof.

6. The parties acknowledge the Lease has not been amended except as set forth in this Agreement.

7. This Agreement may be executed in counterparts, each of which shall represent an original document and all of which taken together shall represent one and the same document.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.

Signed as of this 24th day of November, 1997.

In the presence of:

Witness

Janette K. Berg
Witness

Tenant

CHI-CO, INC.

By:

Assignee

[Signature]
Pres.

Witness

Elsa Summers, Landlord

Witness

Elizabeth Gale Leigeber, Landlord

Witness

Ernest Summers III, Landlord

Witness

Edna Sue Moody, Landlord

Witness

[Signature] 10/6/97
Edward Summers, Landlord

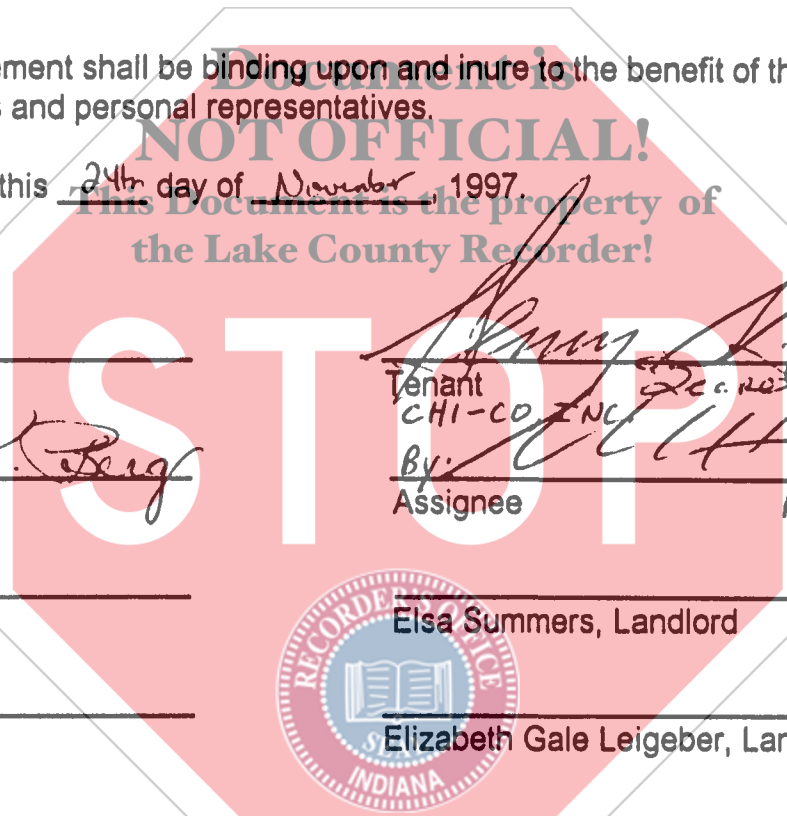


EXHIBIT A

LEGAL DESCRIPTION

Lots 23 to 28, both inclusive, Calumet Ridge 2nd Addition to Munster, as shown
in Plat Book 20, page 14, in Lake County, Indiana

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

Commonly known as:
8100 S. Calumet Avenue
Munster, Indiana 46321

STOP



FIRST AMENDMENT TO LEASE

This First Amendment to the Lease is hereby attached and made a part of the Lease dated June 15, 1976, by and between ERNEST SUMMERS, JR. and ELSA M. SUMMERS, his wife, ("Lessor") and GOURMET ENTERPRISES, INC., an Illinois Corporation, ("Lessee").

WHEREAS, ERNEST SUMMERS, JR. is now deceased, the owners of the subject property are as follows:

Elsa Summers	One-third interest
Elizabeth Gale Leigeber	One-sixth interest
Ernest Summers III	One-sixth interest
Edna Sue Moody	One-sixth interest
Edward Summers	One-sixth interest

WHEREAS, the parties wish to continue the Lease relationship and enter into an extension of the Lease on terms and conditions agreeable by the parties, and

WHEREAS, the Lessee is willing to commit to the Lessor for a ten year period.

NOW, THEREFORE, in consideration of the premises, the Lessor and Lessee hereby agree as follows:

- 1) The lease dated June 15, 1976, shall be extended for a ten year period commencing on July 1, 1996, and continuing thru June 30, 2006.
- 2) The rental to be paid during the ten year period is as follows:
 - \$2,500.00 per month from July 1, 1996, thru June 30, 2001.
 - \$3,000.00 per month from July 1, 2001, thru June 30, 2006.
- 3) Rent shall be payable by check in advance on or before the first day of each month, payable to the order of either Elsa M. Summers or Ernest Summers III, or such other of Lessors as may be substituted therefore by notice given to Lessee.
- 4) Except for the changes stated above, all the other terms and conditions contained in the Lease dated June 15, 1976, shall continue in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee has executed this Amendment on this 27th day of June, 1995.

LESSOR:

LESSEE: GOURMET ENTERPRISES, INC.

Elsa Summers
Elsa Summers

BY Charles S. Forquatte
PRESIDENT

Elizabeth Gale Leigeber
Elizabeth Gale Leigeber

ATTEST: Ernest Summers III
SECRETARY

Ernest Summers III
Ernest Summers III

Edna Sue Moody
Edna Sue Moody

Edward Summers
Edward Summers