# . UNIFORM COMMERCIAL COMORANCIA S'ATORINT - FORM UCC-1

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NETRICTIONS

1 PLEASE TYPE this form Fold only along perforation for mailing.

2 Pleasure Secured Party and Debtor copies and send other 3 copies with interferent carteri paper to the Ning offices. Enclose him live

3. If the apace provided for any number on the form is predecuate the fuln(s) appeal to additional almost preferribly (i. i. if or if is 10°, Chly one copy of such additional almost presented to the filling officer with a set of three copies of the firstoing additional. Long achecists of colleges, including the one any size paper that is convenient for the securor purity. Indicate the number of arkitional almost after that

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This FINANCING STATEMENT is presented to a liling of	Hicer for filling pursuant to the Uniform Co	mmercial Code: 3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(ss) Houston Foods Co. 3501 Mt. Prospect Road	2. Secured Party(ins) and extruss(ss) Banque Nationale de Paris, New York Branch, as Agent	For Filing Officer (Date, Time, Number, and Filing Office)  DEPT-U1 RECORDING \$39.50
Franklin Park, Illinois 60131 34384135	7th Floor New York, New York 10022 Tax ID/Social Security No. 941-677765	T\$0012 TRAN 9858 04/28/94 13:54:00  +6460 4 SK * 94-3841355
4. This financing statement covers the following types THIS FINANCING STATEMENT IS TO BE FILED RECORDS.  All of the Debtor's right, title and intended to the collateral, whether now owned or hereafted inventory, goods, agreements, cash, accordingly, receivables, documents, chattel investments, shares of capital stock, deand all proceeds and products of any and fully described in Exhibit A attached here	terest in and to the following her acquired: all equipment, flounts, general intengibles, con paper, instruments, deposit ac pat and other obligations of an all of the foregoing, all as are to and made a part hereof.  It at the described on explaint B	xtures, tract Ackiress(e9)  Sounts, y kind, more Portions allowing Control and made a part hereof. Ackires (64; and 12-19-100-95.
This statement is filled without the debtor's signature to perfect already subject to a security interset in another jurisdiction	n when it was brought into the state	Cook County, Illinois
Check (2) if covered (2) Proceeds of Collateral are also covered		No of additional Shoots prospected
Houston Foods Co.	Banque	Nationale de Paris, New York Branch, as Agent
BY: PRESIDENT ON DODONON(8)	By:	Bignature(s) of Secured Party(lus)

(1) Filling Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

MANAGE WONOFFICHAL COPY

To the state of the state of County Clerk's Office

# EXHIBIT A TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor:

Secured Party:

Houston Foods Co.

Banque Nationale de Paris, New York Branch, as Agent

Fed. Tax ID No. 36-394635

Fed. Tax ID No. 941-677765

The Debtor hereby assigns and pledges to the Agent (as defined telem) for its benefit and the ratable benefit of the Lenders (as defined below), and hereby grants to the Agent for its benefit and the ratable benefit of the Lenders, under the Credit Agreement between HFC Acquisition Sub II, Inc., the banks parties thereto (the "Lenders") and Banque Nationale de Paris, New York Branch, as agent for the Lenders (the "Agent"), in the following (collectively, the "Collateral"):

- (a) all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to all equipment in all of its forms, wherever located, now or hereafter existing (including, but not limited to, all computers, office and other machinery, furniture, tools, spare parts and all parts thereof, and operating supplies therefor), all fixtures and all parts thereof and all accessions thereto (any and all such equipment, fixtures, parts and accessions being the "Equipment");
- (b) all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to all inventory in all of its forms, wherever located, now or hereafter existing (including, but not limited to all (i) baskets, boards, ceramics, woodenware, boxes, popcorn tins, popcorn, hams, sausages, cheeses, jellies, cookies, hard candies, coffees, teas and all raw materials and work in process therefor, finished goods thereof and materials used or consumed in the manufacture or production thereof, (ii) goods in which the Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which the Debtor has an interest or right as consignee) and

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Debtor:

Secured Party:

Houston Foods Co.

Banque Nationale de Paris, New York Branch, as Agent

Fed. Tax ID No. 36-394635

Fed. Tax ID No. 941-677765

(iii) goods that are returned to or repossessed by the Debtor), and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents being the "Inventory");

- whether now owned or hereafter acquired, in and to all accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles and other obligations of any kind, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or rereafter existing in and to all security agreements leases and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, instruments, deposit accounts, general intangibles and obligations, to the extent not referred to in clause (d), (e) or (f) below, being the "Receivables", and any and all such leases, security agreements and other contracts being the "Related Contracts");
- (d) all of the following (collectively, the
  "Security Collateral"):
  - (i) the pledged shares listed on Pert A of Schedule I hereto and the certificates representing the pledged shares, and all dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the pledged shares;
  - (ii) the pledged indebtedness listed on Part B of Schedule I hereto and the instruments evidencing the pledged indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the pledged indebtedness;

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Debtor:

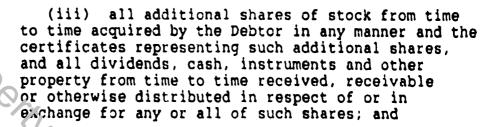
Secured Party:

Houston Foods Co.

Banque Nationale de Paris, New York Branch, as Agent

Fed. Tax ID No. 36-394635

Fed. Tax ID No. 941-677765



- (iv) all additional indebtedness from time to time owed to the Debtor in any manner and the instrument; evidencing such indebtedness, and all interest, cash, instruments and other property from time to time received, receivable or otherwise distributed is respect of or in exchange for any or all of such indebtedness;
- (e) all of the Debtor's right, title and interest in and to each of the agreements listed on Schedule II hereto and each Secured Hedge Agreement to which the Debtor is now or may hereafter become a party, in each case as such agreements may be amonded, supplemented or otherwise modified from time to time (collectively, the "Assigned Agreements"), including, without limitation, (i) all rights of the Debtor to receive moneys due and to become due under or pursuant to the Assigned Agreements, (ii) all rights of the Debtor to receive proceeds of any insurance, indemnity, warranty or guaranty with respect to the Assigned Agreements or any documents. Instruments or opinions delivered pursuant thereto, (iii) all claims of the Debtor for damages arising out of or for oreach of or default under the Assigned Agreements, (iv) any right of the Debtor to terminate the Assigned Agreements, to perform thereunder and to compel performance, and otherwise exercise all remedies thereunder and (v) all rights of the Debtor in and to all mortgages, security agreements, leases and other contracts securing or otherwise relating to the Assigned Agreements (all such Collateral being the "Agreement Collateral");
- (f) all of the following (collectively, the
  "Account\_Collateral"):

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Debtor:

Secured Party:

Houston Foods Co.

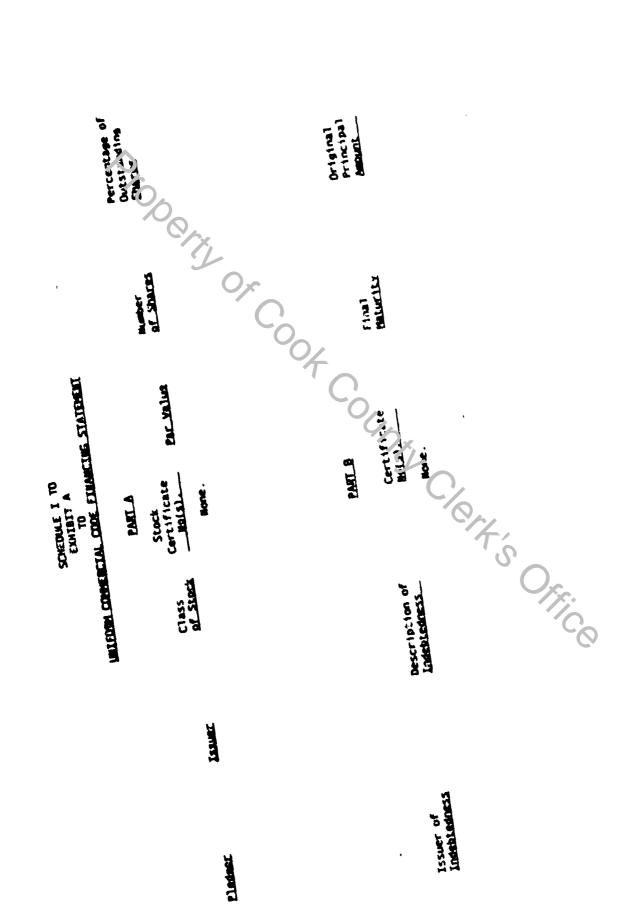
Banque Nationale de Paris, New York Branch, as Agent

Fed. Tax ID No. 36-394635

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- (i) all deposit accounts of the Debtor, all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such deposit accounts;
- (ii) all notes, certificates of deposit, deposit accounts, checks and other instruments from time to time hereafter delivered to or otherwise possessed by the Agent for or on behalf of the Debtor in substitution for or in addition to any or all of the then existing Account Collateral; and
- (iii) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the then existing Account Collateral; and
- (g) all proceeds of any and all of the foregoing Collateral (including, without limitation, proceeds that constitute property of the types described in clauses (a) through (f) above) and, to the extent not otherwise included, all (i) payments under insurance (whether or not the Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable ly reason of loss or damage to or otherwise with respect to any of the foregoing Collateral and (ii) cash.

Without limiting the foregoing description, the grant by the Debtor of the security interest in and to certain Colliteral is subject to the terms of the Intercreditor Agreement dated as of April 26, 1994 among the Debtor, the Agent and LaSalle National Bank, in its capacity as lender under a loan and security agreement dated as of April 26, 1994.



SCHEDULE II TO
EXHIBIT A TO
UNIFORM COMMERCIAL CODE FINANCING STATEMENT

#### ASSIGNED AGREEMENTS

None.

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# EXHIBIT B TO UNIFORM COMMERCIAL CODE FINANCING STATEMENT

Debtor

Secured Party:

Houston Foods Co.

Banque Nationale de Paris, New York Branch, as Agent

Fed. Tax ID No. 36-3946535

Fed. Tax ID No. 941-677765

BENSENVILLE LEASE 1010-1050 Sesame Street, Bensenville, Illinois:

#### A. LEGAL DESCRIPTION OF REAL ESTATE:

1. Parcel 1:

Lot 1 in Hawthorn Center for Industry, being a subdivision of part of the Northwest Quarter of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded April 11, 1974 as Document Number 22682660, in Cook County, Illinois.

Debtor

Secured Party:

Houston Foods Co.

Banque Nationale de Paris, New York Branch, as Agent

Fed. Tax ID No. 36-3946535

Fed. Tax ID No. 941-677765

#### 2. Parcel 2:

Non-exclusive Easements for the benefit of Parcel 1, as created by Maintenance Agreement and Grant of Easements dated December 21, 1978 recorded December 26, 1978 as Document Number 24778114, over, across and upon Lot 5 in Hawthorn Center for Industry, being a subdivision of part of the Northwest Quarter of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded April 12, 1974 as Document Number 22682660, all in Cook County, Illinois.

#### B. P.I.N. No.:

- 1. Parcel 1: 12-19-100-089 Volume No.: 64
- 2. Parcel 2: 12-19-100-033

#### C. THE RECORD OWNER OF THE PROPERTY IS:

American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 22, 1991 and known as trust no. 113913-07.