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DEPT-01 RECORDING \$31.00  
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COOK COUNTY RECORDER

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made as of this 1st day of February, 1996 by and between Parco Foods, Inc., an Illinois corporation (the "Assignor") and Parco Foods, L.L.C., a Delaware limited liability company (the "Assignee").

## WITNESSETH

WHEREAS, on December 31, 1991 the Illinois Development Finance Authority (the "Issuer") issued its \$7,000,000 Limited Obligation Revenue Bonds (Parco Foods, Inc. Project) (the "Bonds"), and

This Instrument Prepared by  
and When Recorded Return to:  
Charles R. Hug  
Carlson and Hug  
135 South LaSalle  
Chicago, Illinois 60603

Permanent Index  
Nos.: 29-06-110-024  
29-06-107-016  
29-06-107-020  
29-06-107-021  
Address: 138th & Chatham  
Blue Island, Illinois

Box 307 Shannon Walsh

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02. 11.2010

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WHEREAS, the proceeds of the Bond were loaned to the Assignor by the Issuer pursuant to a Loan Agreement dated as of December 1, 1991 (the "Loan Agreement") between the Issuer and the Assignor; and

WHEREAS, the Assignor executed and delivered a Promissory Note dated December 31, 1991 in the aggregate principal amount of \$7,000,000 payable to the Issuer (the "Note"); and

WHEREAS, the Issuer has assigned certain of its right, title and interest in the Loan Agreement and the Note to American National Bank and Trust Company of Chicago, as Trustee (the "Trustee") pursuant to a Trust Indenture dated as of December 1, 1991 between the Issuer and the Trustee; and

WHEREAS, in relation to the Bonds, the Assignor executed and delivered a Mortgage dated as of December 1, 1991 to NBD Bank, N.A. (the "Bank") in that certain parcel of land located at 138th & Chatham, Blue Island, Illinois, in the County of Cook and State of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof (the "Mortgage") which was recorded on December 30, 1991 as Document No. 91689940 with the Recorder of Deeds of Cook County, Illinois and an Assignment of Rents and Leases dated as of December 1, 1991 (the "Assignment of Rents") from the Assignor to the Bank which was recorded on December 30, 1991 as Document No. 91689941 with the Recorder of Deeds of Cook County, Illinois; and

WHEREAS, further in relation to the Bonds, the Assignor executed the following documents each dated as of December 1, 1991: (a) Placement Agreement among the Assignor, the Issuer and First Commerce Capital, a Division of Porter, White & Yardley, Inc. (the "Placement Agreement"); (b) Reimbursement Agreement between the Assignor and the Bank (the "Reimbursement Agreement"); (c) Arbitrage Regulation Agreement among the Assignor, the Issuer and the Trustee (the "Arbitrage Regulation Agreement"); (d) Pledge Agreement among the Assignor, the Trustee and the Bank (the "Pledge Agreement"); and (e) Security Agreement between the Assignor and the Bank (the "Security Agreement"); and

WHEREAS, the Assignor desires to assign all of its right, title and interest in the Loan Agreement, the Note, the Mortgage, the Assignment of Rents, the Placement Agreement, the Reimbursement Agreement, the Arbitrage Regulation Agreement, the Pledge Agreement and the Security Agreement (all of said documents are hereafter referred to as the "Documents") to the Assignee; and

WHEREAS, the Issuer and NBD Bank, as successor to the interest of the Bank, have consented thereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid by the

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Assignee to the Assignor, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns to the Assignee all of its right, title and interest in the Documents and the obligations thereunder from and after the effective date hereof for the remainder of the terms of said Documents.

2. The Assignee hereby assumes the performance of all the obligations, terms, covenants and conditions of the Assignor under said Documents from and after the effective date hereof.

3. This Assignment and Assumption Agreement has been executed simultaneously in counterparts each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

4. The effective date of this Assignment and Assumption Agreement is February 20, 1996.

PARCO FOODS, INC.

By Thomas A. Holt  
Its Secretary

PARCO FOODS, L.L.C.

By Thomas A. Holt  
Its Secretary / Treasurer

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STATE OF ILLINOIS )  
                          )    SS  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that Thomas A. Hoek, personally known to me to be the Secretary of Parco Foods, Inc., an Illinois corporation, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer he signed and delivered the said instrument as his free and voluntary act and with due authorization, and as the free and voluntary act of the corporation, for the uses and purposes therein set forth.

Given under my hand and seal this 15<sup>th</sup> day of March, 1996.

June Rostain  
NOTARY PUBLIC

My commission expires 10/19, 1998.

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STATE OF ILLINOIS )  
                          )    SS  
COUNTY OF Cook )

I, June Restaino, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that Thomas A. Heath, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 15<sup>th</sup> day of March, 1998.

June Restaino  
NOTARY PUBLIC

My commission expires 10/19, 1998.

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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THE WEST 193.14 FEET OF THE SOUTH 350 FEET OF THAT PART OF LOT 30 LYING WEST OF THE WEST LINE OF THE RIGHT OF WAY OF LINE OF CHICAGO AND CALUMET TERMINAL RAILROAD IN ENGLANDS SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

#### PARCEL 2:

THAT PART OF LOT 30 LYING WEST OF THE WESTERLY RIGHT OF WAY OF THE CHICAGO AND CALUMET TERMINAL RAILROAD (EXCEPT THE SOUTH 350 FEET THEREOF AND ALSO EXCEPTING THAT PART OF LOT 30 LYING WEST OF A LINE 123.14 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID LOT 30 IN PETER ENGLAND'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN;

#### PARCEL 3:

THE SOUTH 350 FEET OF LOT 30 (EXCEPT THE WEST 193.14 FEET OF SAID LOT 30) LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO AND CALUMET TERMINAL RAILROAD IN PETER ENGLAND'S SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ADJOINING PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF WABASH RAILROAD, COOK COUNTY, ILLINOIS.

#### PARCEL 4:

LOT 34 (EXCEPT THE WEST 244.00 FEET THEREOF) AND (EXCEPT THE RIGHT-OF-WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY ACROSS SAID LOT) IN THE SUBDIVISION BY PETER ENGLAND OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 5:

THAT PART OF VACATED 138TH STREET (60.00 FEET WIDE) AS HERETOFORE DEDICATED IN THE SUBDIVISION BY PETER ENGLAND (A SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE INDIAN BOUNDARY LINE, WITH PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN) LYING WEST OF THE WESTERLY RIGHT OF WAY LINE OF THE BALTIMORE & OHIO TERMINAL RAILROAD COMPANY AND LYING EAST OF THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE WEST 194.00 FEET OF LOT 34 IN THE AFORESAID SUBDIVISION IN COOK COUNTY, ILLINOIS.

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