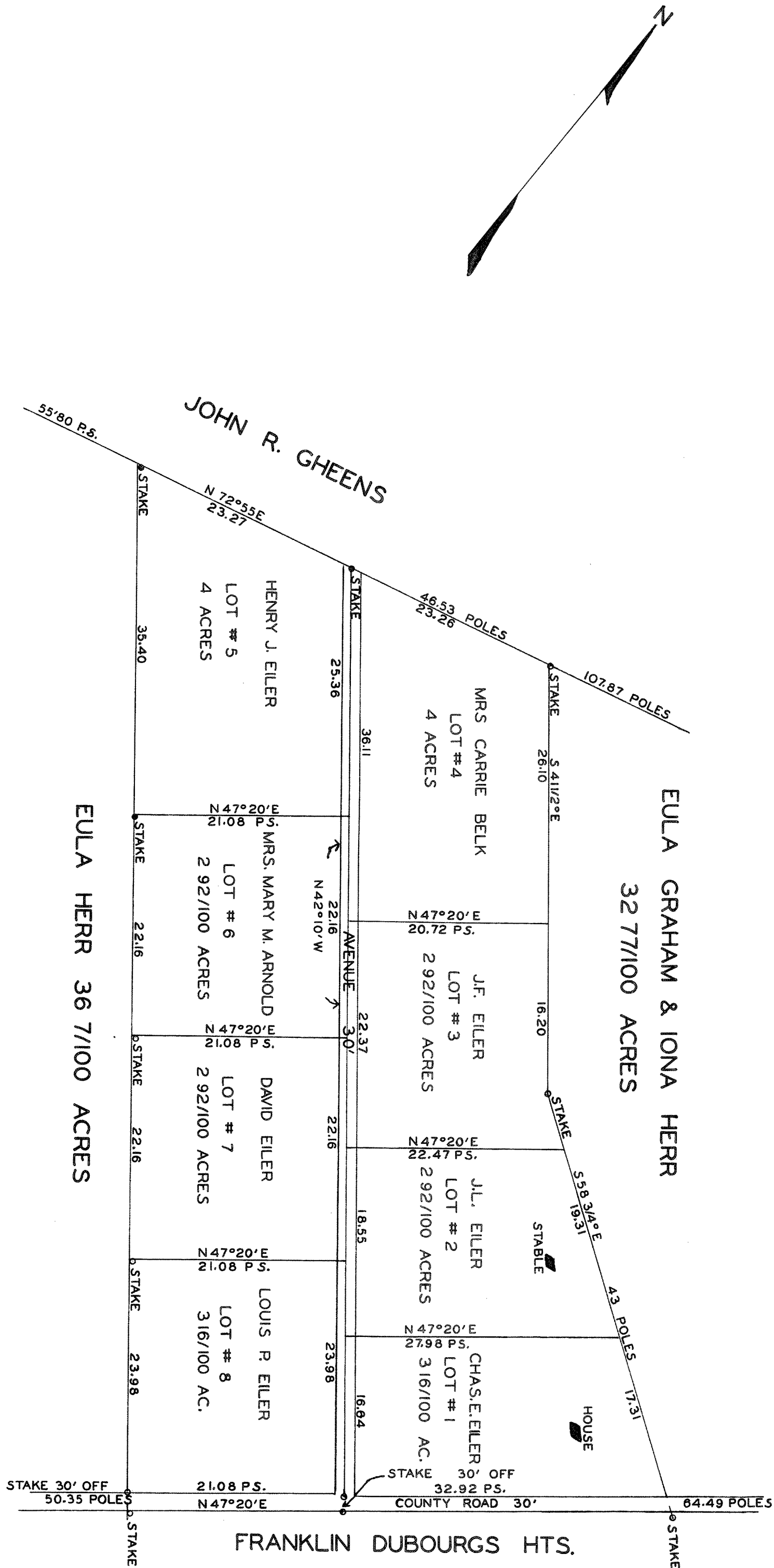


JOHN EILERS HEIRS
DIVISION

STONESTREET & FORD
SURV. JAN. 4TH 1908
W.E. STONESTREET SURV.



I, MARK H. GABHAFF, CLERK OF THE COUNTY CLERK OF JEFFERSON COUNTY,
IN THE PRESENCE OF THE ABOVE NAMED WITNESSES, HAVE READ AND
THE RECORDING PLAT HAS BEEN RECORDED TO ME IN MY OFFICE AND THAT I HAVE RECORDED
IT & THIS CERTIFICATE IN MY CLERK'S OFFICE.

WITNESSES MY HAND THIS 27TH DAY OF JANUARY, 1908.
MARK H. GABHAFF, CLERK

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED between BESSIRE & COMPANY, INCORPORATED, an Indiana corporation having its principal office and place of business at 4343 West 71st Street, Indianapolis, Indiana 46268, party of the first part, and DAWN/BESCO, INC., a Kentucky corporation having its principal office and place of business at 6303 Kenjoy Drive, Louisville, Kentucky 40214, party of the second part:

WITNESSETH: That for and in consideration of the sum of One Million Eighty-Eight Thousand and 00/100 Dollars (\$1,088,000.00) cash in hand paid by the party of the second part to the party of the first part, the receipt and sufficiency of which are hereby acknowledged, the party of the first part does hereby sell, grant and convey unto the party of the second part, in fee simple, with covenant of General Warranty except as hereinafter provided, the real estate situated in Jefferson County, Kentucky, and described in Exhibit A, attached hereto and made a part hereof (the "Fee Parcel"), being the same real estate conveyed to the party of the first part by deed dated July 30, 1982, and recorded in Deed Book 5301, Page 729, in the Office of the Clerk of the Jefferson County Court, together with all buildings, structures, fixtures and improvements erected or located on the Fee Parcel or on the real estate situated in Jefferson County, Kentucky, and described in Exhibit B, attached hereto and made a part hereof (the "Option Parcel"), being the same real estate leased to the party of the first part with an option to purchase by lease dated January 22, 1970, and recorded in Deed Book 4329, Page 593, and option to purchase contained in said lease recorded in Option Book 9, Page 541, both in the aforesaid Clerk's office, which said lease is being assigned, transferred and set over by the party of the first part to the party of the second part on even date herewith, or affixed to the Fee Parcel or the Option Parcel.

TO HAVE AND TO HOLD said real estate, with its appurtenances, unto the party of the second part, its successors and assigns, forever, with covenant of General Warranty, provided, however, that there are excepted the matters affecting said real estate set forth in Exhibit C, attached hereto and made a part hereof.

The party of the first part further covenants with the party of the second part, its successors and assigns, that the party of the first part is lawfully seized of said real estate in fee simple, and has full right and power to convey the same, and that said real estate is free from all encumbrances except the matters set forth in Exhibit C, attached hereto and made a part hereof.

IN WITNESS WHEREOF, the party of the first part has caused this General Warranty Deed to be executed and its corporate seal to be affixed hereto and attested, by its officers thereunto duly authorized, this 30th day of July, 1982.



[Corporate seal]

BESSIRE & COMPANY, INCORPORATED

By: David L. Chambers, Jr.
David L. Chambers, Jr.,
Chairman

M. A. Leslie
M. A. Leslie, Assistant
Secretary

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing General Warranty Deed was acknowledged before me this 30th day of July, 1982, by David L. Chambers, Jr., and M. A. Leslie, known to me and known by me to be Chairman and Assistant Secretary, respectively, of Bessire & Company, Incorporated, an Indiana corporation, on behalf of said corporation.

My commission expires: November 21, 1983

Phillip A. Flamm
Notary Public in and for the
Commonwealth of Kentucky
at large

Phillip A. Flamm
(printed)

This instrument prepared by:

Bruce R. Karr
Bruce R. Karr, Attorney-at-Law
1313 Merchants Bank Building
Indianapolis, Indiana 46204
(317) 261-9256

Exhibit A

BEGINNING at a stone in the center of a 30-foot avenue known as Eiler Avenue, as shown on the Plan of JOHN EILER'S HEIRS DIVISION, a plat of which is recorded in Plat and Subdivision Book 1, Page 154, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, at the Southeast corner of Lot 5 as shown on said plat; thence with the Southeast line of said lot South 47 degrees 27 minutes 30 seconds West 347.77 feet to a pipe at the corner common to said Lot 5 and Lot 6 on said plat; thence with the Southwest line of Lot 6 aforesaid South 42 degrees 04 minutes East 283.17 feet to a pipe at the Southeast corner of the tract conveyed to W. M. Smock, Incorporated, by deed of record in Deed Book 2993, Page 378, in the aforesaid office; thence with the Southeast line of said tract and the Southeast line of the tract conveyed to W. M. Smock, Incorporated, by deed of record in Deed Book 2993, Page 359, in the aforesaid office, South 47 degrees 31 minutes 30 seconds West 304.33 feet to a pipe at the Southeast corner of the tract conveyed to the Marley Company by deed of record in Deed Book 3194, Page 439, in the aforesaid office; thence with the Northeast line of said tract North 42 degrees 12 minutes 30 seconds West 325.66 feet to the Southeast line of the extension of Kenjoy Drive, as established on plat of record in Plat and Subdivision Book 13, Page 104, in the aforesaid office; thence with the Southeast line of said Drive and a straight extension of same, North 47 degrees 33 minutes 30 seconds East 652.99 feet to the center of Eiler Avenue; thence with the center of Eiler Avenue, South 42 degrees 04 minutes East 41.76 feet to the beginning.

EXCEPTING THEREFROM so much of said property as was conveyed to the City of Louisville for the widening of Eiler Avenue in Deed Book 3648, Page 542, both in the aforesaid Clerk's office.

Exhibit B

BEGINNING at a stake in the center line of an Avenue (Eiler Avenue) 30 feet wide laid out in the DIVISION OF HEIRS OF JOHN ARNOLD for the mutual use and benefit of the lot owners and corner to Lot 7 of the aforesaid Division and running thence with the center line of said Avenue North 42 degrees 10 minutes West 22.16 poles to a stake corner to Lot No. 5; thence South 47 degrees 20 minutes West 21.08 poles to a stake in Eula Herr's line and corner to Lot No. 5; thence with Eula Herr's line South 42 degrees 10 minutes East 22.16 poles to a stake corner to Lot No. 7 of said Division; thence North 47 degrees 20 minutes East 21.08 poles to the beginning, containing 2.92 acres, more or less.

LESS AND EXCEPTING THEREFROM so much of said property as was conveyed to the City of Louisville for the widening of Eiler Avenue in Deed Book 3648, Page 542, in the aforesaid Clerk's office.

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE among BESSIRE & COMPANY, INCORPORATED, an Indiana corporation having its principal office and place of business at 4343 West 71st Street, Indianapolis, Indiana 46268 ("Vendor"), DAWN/BESCO, INC., a Kentucky corporation having its principal office and place of business at 6303 Kenjoy Drive, Louisville, Kentucky 40214 ("Purchaser"), and DAWN FOOD PRODUCTS, INC., a Michigan corporation having its principal office and place of business at 2021 Micor Drive, Jackson, Michigan 49203 ("Guarantor"),

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid by Purchaser to Vendor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor does hereby ASSIGN, TRANSFER and SET OVER to Purchaser all of Vendor's right, title and interest in, to and under that certain lease by and between Leo J. Roehrig, as lessor ("Lessor"), and Vendor, as lessee, dated January 22, 1970, and recorded in Deed Book 4329, Page 593, and option to purchase contained in said lease recorded in Option Book 9, Page 541, both in the Office of the Clerk of the Jefferson County Court (the "Lease").

Purchaser, by its execution of this Assignment of Lease, assumes and agrees to pay, discharge and perform when lawfully due all duties, liabilities and obligations of Vendor from and after July 1, 1982, under the Lease, provided, however, that Vendor shall pay, discharge and perform when lawfully due all duties, liabilities and obligations of Vendor before July 1, 1982, under the Lease, and provided, further, that this Assignment of Lease shall not relieve Vendor from any duties, liabilities or obligations to Lessor under the Lease.

Guarantor, by its execution of this Assignment of Lease, absolutely and unconditionally guarantees to Lessor the prompt and full compliance with, and payment, performance and observance of, all of the payments, covenants, terms, conditions and agreements in the Lease to be complied with, or paid, performed or observed by, Purchaser from and after July 1, 1982.

IN WITNESS WHEREOF, Vendor, Purchaser and Guarantor have caused this Assignment of Lease to be executed and their corporate

seals to be affixed hereto and attested, by their officers thereunto duly authorized, this 30th day of July, 1982.

Vendor:

BESSIRE & COMPANY, INCORPORATED

By David L. Chambers, Jr.
Chairman

Attest:

M. A. Leslie
M. A. Leslie, Assistant Secretary

Purchaser:

DAWN/BESCO, INC.

By Ronald L. Jones
Ronald L. Jones, Chairman

Attest:

Miles E. Jones
Miles E. Jones, Secretary

Guarantor:

DAWN FOOD PRODUCTS, INC.

By Ronald L. Jones
Ronald L. Jones, President

Marvel C. Jones
Marvel C. Jones, Secretary

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Assignment of Lease was acknowledged before me this 30th day of July, 1982, by David L. Chambers, Jr., and M. A. Leslie, known to me and known by me to be Chairman and Assistant Secretary, respectively, of Bassire & Company, Incorporated, an Indiana corporation, on behalf of said corporation.

My commission expires: Dec. 21 1983.

Phyllis A. Flamm
Notary Public in and for the
Commonwealth of Kentucky
at Large

Phyllis A. Flamm
(printed)

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The foregoing Assignment of Lease was acknowledged before me this 30th day of July, 1982, by Ronald L. Jones and Miles E. Jones, known to me and known by me to be Chairman and Secretary, respectively, of Dawn/Pasco, Inc., a Kentucky corporation, on behalf of said corporation.

My commission expires: Dec. 21 1983.

Phyllis A. Flamm
Notary Public in and for the
Commonwealth of Kentucky
at Large

Phyllis A. Flamm
(printed)

COMMONWEALTH OF KENTUCKY)
COUNTY OF JEFFERSON) SS:

The foregoing Assignment of Lease was acknowledged before me this 30th day of July, 1982, by Ronald L. Jones and Marvel C. Jones, known to me and known by me to be President and Secretary, respectively, of Dawn Food Products, Inc., a Michigan corporation, on behalf of said corporation.

My commission expires: Dec. 21, 1983.

Phyllis A. Flamm
Notary Public in and for the
Commonwealth of Kentucky
at Large
Phyllis A. Flamm
(printed)

This instrument prepared by:

Bruce R. Karr
Bruce R. Karr, Attorney-at-Law
1313 Merchants Bank Building
Indianapolis, Indiana 46204
(317) 261-9256

34718
1982 JUL 30 PM 12:23
LODGED AND RECORDED
PAID \$1.00 INC. TAX
BY THE FINANCIAL CO.
Quand

END OF INSTRUMENT

This Deed made this 1st. day of August, 1982, between
LEO J. ROEHRIG, unmarried, party of the first part, and DAWN/BESCO, INC.,
 a Kentucky Corporation, party of the second part, of 6303 Kenjoy Drive,
 Louisville, Kentucky.

Witnesseth: That for a VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
 and for further consideration of the sum of SEVENTY-SIX THOUSAND and NO/100-----
 DOLLARS (\$76,000.00), for which second party has executed its one promissory note
 of even date herewith, payable to the order of Leo J. Roehrig, 1028 S. 5th,
 Louisville, Kentucky,
 with interest at the rate of 13½ per cent per annum from date until paid, said principal and
 interest being due and payable in equal monthly installments of \$1,847.13,
 the first said installment being due and payable on January 1, 1983, and
 a like installment being due and payable on the same day of each succeeding
 month thereafter until the full amount of principal and interest is paid,

and to secure the payment of same, a Lien is hereby retained on the property herein conveyed; first party
 hereby conveys to the party of the second part,
 in FEE SIMPLE, and

with covenant of GENERAL WARRANTY, the following described property, located in
 Jefferson County, Kentucky:

BEGINNING at a stake in the center line of an Avenue
 (Eiler Avenue) 30 feet wide laid out in the DIVISION
 OF HEIRS OF JOHN ARNOLD for the mutual use and bene-
 fit of the lot owners and corner to Lot 7 of the
 aforesaid Division and running thence with the center
 line of said Avenue North 42 degrees 10 minutes West
 22.16 poles to a stake corner to Lot No. 5; thence
 South 47 degrees 20 minutes West 21.08 poles to a
 stake in Eula Herr's line and corner to Lot No. 5;
 thence with Eula Herr's line South 42 degrees 10
 minutes East 22.16 poles to a stake corner to Lot
 No. 7 of said Division; thence North 47 degrees 20
 minutes East 21.08 poles to the beginning, containing
 2.92 acres, more or less.

LESS AND EXCEPTING THEREFROM so much of said property
 as was conveyed to the City of Louisville for the
 widening of Eiler Avenue in Deed Book 3648, Page 542,
 in the office of the Clerk of the Jefferson County Court.

BEING the same property conveyed to first party by
 deed dated June 2, 1954, and recorded in Deed Book
 3182, Page 572, and by deed dated June 16, 1954,
 and recorded in Deed Book 3170, Page 159, and demised
 by first party to Bessire & Company, Incorporated, an
 Indiana corporation, by lease dated January 22, 1970,
 and recorded in Deed Book 4329, Page 593, and option
 to purchase contained in said lease recorded in
 Option Book 9, Page 541, which said lease was assigned
 by said Bessire & Company, Incorporated, to second
 party by assignment of lease dated July 30, 1982, and
 recorded in Deed Book 5301, Page 740, all in the
 aforesaid Clerk's office.

First party covenants that he is lawfully seized of the estate hereby conveyed and has full right and power to convey same; that said estate is free of all encumbrances except easements, restrictions and zoning laws affecting said property, if any, and except state and county taxes for the year 1982, and all taxes due and payable in the year 1983, which the second party assumes and agrees to pay.

As further consideration, second party covenants and agrees :

1. To keep the improvements on the premises herein conveyed insured against loss by fire and tornado in some insurance company or companies to be approved by the holder or holders of said note in the amount thereof or to the extent of the value of the improvements conveyed, and to cause the policy or policies therefor to be properly assigned or made payable to the holder or holders of said note as the interest of said holder may appear, as collateral security therefor, and to deposit said policy or policies with the holder thereof upon demand, and in case of loss by fire or tornado, the proceeds of such policies are to be applied to payment of all obligations herein secured.

2. To pay promptly all taxes or other assessments now or hereafter levied against said property.

3. Should the second party fail to obtain and keep in force said insurance, or to pay premiums therefor, or to pay any taxes or assessments against said property promptly, as same become due and payable, then the holder or holders of said note may effect and pay for such insurance, or pay such taxes or assessments, and the money thus expended shall be deemed a part of the principal debt secured by the lien retained herein, and shall be repaid upon demand, together with interest at the rate of six per cent per annum from the date of payment.

4. Should the second party fail to pay any taxes or assessments, as same become due and payable, before any interest or penalties accrue thereon, or fail upon demand of the holder or holders of said note to comply with the stipulations and covenants of this deed, or fail to pay said note, or any installment thereon, or interest thereon, within thirty (30) days after same become due, or fail to obtain and pay for such insurance on said property, or to deposit the policy or policies for same with the holder or holders of said note if demanded, then, and in any of said events, the holder or holders of said note may declare the whole indebtedness herein secured to be at once due and may proceed to collect the same and enforce the lien created herein.

In Testimony Whereof, witness the signature of the party the day and year first above written.

[Signature]
Leo J. Roehrig

STATE OF KENTUCKY }
COUNTY OF JEFFERSON } SCT.

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this day the foregoing deed was produced to me in said County and acknowledged and delivered by

Leo J. Roehrig,
party thereto, to be his act and deed.

Witness my hand this 1st. day of August, 1982.

My commission expires: January 27, 1983

THIS INSTRUMENT PREPARED BY

[Signature]
M. F. SCHULTEN, ATTORNEY AT LAW
STARKS BLDG. - LOUISVILLE KY

[Signature]
Jefferson County, Kentucky



RECORDED
76.50

1982 SEP -7 PM 2:57
INDEXED BY
AND RECORDED
PAID \$ 2.00 INC. TAX
RECEIVED FOR J.C.C.
[Signature]

41476

THIS DEED, made this 9/57 day of October, 1991, by and between MATTHEW MACHINERY COMPANY, INC., a Kentucky corporation, Party of the First Part, whose address is 5215 Rollingwood Trail, Louisville, Kentucky 40214, and DAWN BESCO, INC., a Kentucky corporation, Party of the Second Part, whose address is 6303 Kenjoy Drive, Louisville, Kentucky 40214;

W I T N E S S E T H:

That for the consideration hereinafter set forth, the Party of the First Part hereby conveys to the Party of the Second Part, in fee simple and with covenant of General Warranty, the property in Louisville, Jefferson County, Kentucky, hereinafter described, further covenanting lawful seizin of the estate hereby conveyed, with full right to dispose of the same, and that it is free of all encumbrances, except restrictions and easements of record, and except any stipulations and zoning regulations of record, and except all taxes due and payable in 1991 and thereafter, which the Party of the Second Part assumes and agrees to pay, and except the hereinafter described vendor's lien.

The consideration is valuable, the receipt of which is hereby acknowledged. The purchase price and full market value of the herein property is \$193,500.00.

The property herein conveyed is located in Louisville, Jefferson County, Kentucky and is described as follows, to-wit:

Beginning at a point in the original center line of a 30 foot roadway, (known as Eiler Avenue) which point is 243.76 feet Northwest

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of the most Easterly corner of Lot 7, as shown on plat of John Eiler Heirs Division, of record in Plat and Subdivision Book 1, Page 154, in the Office of the Clerk of the County Court of Jefferson County, Kentucky, thence Northwestwardly with the center line of the aforesaid roadway, 121.88 feet to the most Northerly corner of said Lot 7, and extending back Southwestwardly between parallel lines, south 47 degrees 20 minutes West 347.82 feet to the Southwesterly line of said lot 7, the Northwesterly line being coincident with the Northwesterly line of Lot 7 aforesaid.

BEING the same property acquired by Matthew Machinery Company, Inc. by deed dated December 26, 1985, and recorded in Deed Book 5551, Page 452, in the office aforesaid.

Of the full consideration for this conveyance there remains unpaid the sum of \$133,500.00 which is evidenced by the obligations hereinafter set forth, and to secure the payment of same and the performance of the covenants and agreements herein, a lien is hereby retained on the property hereby conveyed, together with the buildings and improvements thereon, the rents, issues and profits therefrom and the rights, privileges, appurtenances and advantages thereto belonging or in any wise appertaining, which lien when fully satisfied will be released at the cost of the Party of the Second Part.

The obligations are as follows, namely:

One Promissory Note of even date herewith, payable to the order of Matthew Machinery Company, Inc. at 5215 Rollingwood Trail, Louisville, Kentucky 40214, or at such other address as the said Matthew Machinery Company, Inc. shall designate, in the principal sum of \$133,500.00, together with interest thereon at the rate of

nine percent (9.00%) per annum from date until paid. Said Promissory Note is payable in monthly installments of \$2,771.24 each, the first installment to become due and payable on the first day of December, 1991, and a like installment to become due and payable on the same day of each and every month thereafter until five (5) years from date, at which time the entire unpaid balance of said Promissory Note shall become at once due and payable; said installment payments, when made, to apply first to the payment of interest and the balance on the principal.

In the event of default in the payment of said Promissory Note, the Party of the Second Part agrees to pay reasonable attorney's fees incurred by the holder or holders of said Promissory Note in the collection of any amount owed thereunder; provided, however, such fees shall only be allowed to the extent actually paid or agreed to be paid by the holder or holders of said Promissory Note to the attorneys enforcing collection of said Promissory Note.

In the event that the Party of the Second Part shall sell, transfer or convey the property located at 212 Eiler Avenue, Louisville, Kentucky 40214, or any interest therein, then said Promissory Note shall become at once due and payable.

The Party of the Second Part further covenants until said indebtedness is paid:

- (1) To keep the improvements on the premises herein conveyed insured in a company or companies to be approved by the Party of the First Part against loss by fire, tornado, wind, comprehensive risk, and such hazards as are included within "extended coverage", and other risks, hazards, casualties and contingencies as may be required

by the Party of the First Part, each in the sum of \$133,500.00, and to cause the Party of the First Part to be named as an additional insured under the policy or policies therefor, as collateral security for the payment of said Promissory Note and interest thereon. In the event of the damage or destruction of the premises by fire, tornado or other hazard against which insurance is held as hereinbefore provided, the Party of the Second Part shall collect the proceeds of such policies and may, at its option, apply the same to the payment of said indebtedness or the repair or replacement of such premises so damaged or destroyed. The Party of the Second Part shall have delivered to the Party of the First Part a Certificate of Insurance for the initial policy and shall deliver to the Party of the First Part Certificates of Insurance for renewal policies at least fifteen (15) days before the expiration of any previous policy period.

(2) To promptly pay all taxes, assessments, charges and liens which are or may be imposed by law upon the property or any part thereof (including assessments for construction or improvement of streets, sidewalks, alleys, fire hydrants and other public utilities).

(3) To maintain the improvements on said premises in good repair, and not to commit or permit any damage or waste to the improvements on the premises. Not to alter, destroy or remove any improvements now on said premises without the written consent of the holder or holders of said obligations; provided, however, that Party of the Second Part may elect to demolish the improvements on said premises, in which case the obligations of the Party of the Second Part secured by the vendor's lien retained herein shall be governed by the provisions in the Promissory Note dealing with future demolition of the improvements by the Party of the Second Part.

(4) Not to sell, transfer, convey or further encumber the property herein conveyed or any interest therein without the written consent of the holder or holders of said obligations.

(5) Not to do or to permit to be done on the premises any act which would result in a violation of any environmental law, ordinance or regulation or in civil liability to any party by reason thereof, and Party of the Second Part shall indemnify and hold Party of the First Part harmless from any such liability.

Should there be default in any particular with reference to Items 1 and 2 above, the holder or holders of said obligations, or any of them, may effect and keep up such insurance, or pay any tax, assessment, charge or lien with reference to which there is default, and any sum so paid or costs so incurred, with interest thereon from date paid or incurred, shall be added to and deemed a part of the debt herein secured.

Should there be default in the payment of any part of said debt or any interest thereon when due, according to the terms of said note and the terms hereof, or should there be failure in any respect with reference to the insurance as provided in Item 1 above, or failure in any respect with reference to taxes, assessments, charges or liens as provided in Item 2 above, or violation of any provision of Items 3, 4 or 5 above, or failure to keep or perform any term, covenant or stipulation contained in this deed, then in any such case the holder or holders of said obligations, or any of them, shall have the right to declare the entire debt secured by the lien as at once due and payable, and may proceed to enforce the lien and said lien in that case shall be enforced for the whole debt. Failure of the holder to exercise the option to enforce said lien shall not constitute a waiver of the right to exercise same upon any subsequent breach of the terms hereof.

In any of such events of default herein mentioned, the holder or holders of said obligations shall, upon application to any court of competent jurisdiction, be entitled to the appointment of a

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Receiver of the hereinabove described property to manage the same and to collect the rents, issues and profits therefrom, and after deduction of the costs and expenses of such receivership and a reasonable compensation for attorney's services, shall apply the remainder of such rents, issues and profits so received to the payment of said obligations. It is further agreed that the grounds for the appointment of a Receiver herein set out shall be in addition to and not in limitation of the statutory remedy of receivership and may be invoked either in aid of or without proceeding for the foreclosure and sale of the hereinabove described property.

PROVIDED, however, this conveyance is made subject to any existing easements and restrictions of record affecting said property.

The parties hereto state that the consideration reflected in this deed is the full consideration paid for said property. The Party of the Second Part, as Grantee, joins in this deed to certify the consideration pursuant to KRS Chapter 382 and to approve, accept and assume their obligations hereunder.

IN TESTIMONY WHEREOF, witness the signatures of the parties this the day and year first above written.

MATTHEW MACHINERY COMPANY, INC.

By Robert M. Cywinski
Robert M. Cywinski,
President

Party of the First Part.

DAWN BESCO, INC.

By [Signature]
Title Treasurer

Party of the Second Part

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS.

The foregoing deed was acknowledged before me and sworn to before me this 3rd day of October, 1991 by Robert M. Cywinski, President of Matthew Machinery Company, Inc., a Kentucky corporation, Party of the First Part and Grantor.

My commission expires: May 9, 1992

H. Edwin Bornstein
Notary Public, Jefferson County,
Kentucky

STATE OF Kentucky)
COUNTY OF JEFFERSON) SS.

The foregoing deed was acknowledged before me and sworn to before me this 3rd day of October, 1991 by Peter S. Jackson, President of Dawn Besco, Inc., a Kentucky corporation, Party of the Second Part and Grantee.

My commission expires: _____

SEAL

H. Edwin Bornstein
Notary Public

This instrument prepared by:

Taustine, Post, Sotsky, Berman, Fineman & Kohn
Attorneys at Law
812 Marion E. Taylor Building
Louisville, Kentucky 40202
(502) 589-5760

By: H. Edwin Bornstein
H. Edwin Bornstein

LODGED BY WTC
AND RECORDED
91 OCT 31 PM 3:07
PAID \$ 16.50
REBECCA JACKSON J.C.C.
Rebecca Jackson

C:\HERRLENT\MCDAMN.DED-102681

COUNTY REV. TAX PAID
\$ 193.50

7
END OF DOCUMENT

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BOOK 6117 PAGE 031

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