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result in the termination of the Headlease and Fee Owner agrees not to accept any action of Headlessee to terminate Headlease without the written consent of Sub-Lease thereto.

10. Fee Owner and Headlessee do hereby confirm that the Headlease hereinabove mentioned is in full force and effect; that the monthly rental payment is current; and that neither party thereto is in default.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and sublessees.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date and year first above written.

IN THE PRESENCE OF:

John G. Chace
Walter Boerna
 As to Verdae Properties, Inc.

John G. Chace
Walter Boerna
 As to Nu-Trend Foods, Inc.

John G. Chace
Walter Boerna
 As to Everette H. Newman,
 Trustee No. 10

VERDAE PROPERTIES, INC. -
 (FEE OWNER)
 BY: Paul H. Hill (SEAL)

Paul H. Hill
 President
 NU-TREND FOODS, INC. -
 (HEADLESSEE)

BY: Thomas M. Long (SEAL)

EVERETTE H. NEWMAN, TRUSTEE
 NO. 10 - (SUBLESSEE)
 BY: Paul H. Hill (SEAL)
 Everette H. Newman

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