

*Mark Thomas*

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LESSEE'S CONSENT AND AGREEMENT  
TO LEASE ASSIGNMENT

CONSENT AND AGREEMENT, dated as of May 1, 1980, of 49th Avenue Ace Hardware, Inc., an Indiana corporation ("Lessee").

The Lessee, lessee under the Lease Agreement dated as of May 1, 1980 ("Lease"), with D & S Partnership, an Indiana general partnership ("Assignor"), acknowledges receipt of a true copy of the Collateral Assignment of Lease and Rentals dated as of the date hereof ("Assignment"), from Assignor to First National Bank of East Chicago, Indiana, a national banking association, as trustee ("Trustee"), pursuant to the Mortgage and Indenture of Trust dated as of the date hereof, and hereby:

1. Consents to all the provisions contained in the Assignment, insofar as the same pertain to the Lease, and agrees that the rights, powers, privileges and other benefits assigned to the Trustee thereby, and all remedies under the Lease may be enforced by the Trustee, separate and apart from, and without notice to or consent or joinder of, Assignor, or any mortgagee, secured party or assignee of the rights, powers, privileges or other benefits under the Lease not thereby assigned to the Trustee;

2. Waives as against the Trustee, its successors and assigns, all claims now or hereafter existing against Assignor under the Lease;

3. Agrees that until such time, if any, as the Assignment shall cease and terminate, the Lessee will pay to the Trustee, its successors and assigns, an amount equal to all Basic Rentals and other amounts (excepting only rentals over and above Basic Rentals), payable to Assignor by the Lessee according to the terms of the Lease, without any abatement, reduction, defense, setoff, counterclaim or recoupment whatsoever, and will not surrender the Project subject to the Lease to any person other than the Trustee, or otherwise in accordance with written instructions delivered to it by the Trustee;

4. Agrees that it will not, without the prior written consent of the Trustee, enter into any agreement amending, modifying or terminating the Lease, and that any attempted amendment, modification or termination without such consent shall be void;

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5. Agrees that it will remain obligated under the Lease in accordance with its terms and that it will not take any action to terminate, rescind or void the Lease (except with respect to obligations to pay rentals over and above Basic Rentals), notwithstanding any default by Assignor, the existence of any defense, setoff, counterclaim or right or abatement, reduction or recoupment as between Assignor and the Lessee, the existence of any other liability or obligation of any kind or character on the part of Assignor to the Lessee or to any third person or governmental authority, or any bankruptcy or other proceedings affecting Assignor or any assignee thereof, or any action taken by any trustee or receiver of Assignor, or of any such assignee or by any court in any such proceeding; and

6. Warrants to the Trustee that the Lease is valid, in full force and effect, and is enforceable in accordance with its terms, the Lessee has made no advance payments of Basic Rental thereunder, and neither Assignor nor the Lessee is in default thereunder.

49TH AVENUE ACE HARDWARE, INC.

By: Adam Benjamin

(SEAL)

Attest:

Maria Benjamin

Accepted and agreed by the Trustee this 3rd day of July, 1980.

FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA

By: Terry P. End  
PRESIDENT



