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2000-023769

STATE OF INDIANA
LEESSEE'S CONSENT TO ASSIGNMENT OF LEASE

The undersigned, Welch, Inc. dba Phil Smidt's Restaurant, a corporation duly organized under the laws of Indiana as Lessee in the Lease identified in the foregoing Assignment of Lease, hereby joins in the execution of said instrument for the purpose of consenting to such an assignment, with the right of reassignment, and to all of the terms and conditions thereof. the undersigned hereby certifies that it has no agreements with the Assignor with respect to the property covered by such Lease, that said Lease is valid and binding in accordance with its terms, and that no defaults presently exist thereunder.

Further, the undersigned agrees that so long as the Assignee has not foreclosed the pledge of the Lease Agreement and has not taken over the obligation of the Assignor, it shall not be liable for any of the duties or obligations of the Assignor-Lessor, who shall remain liable for all of the obligations contained in said Lease.

The undersigned agrees to give the Assignor and the Assignee thirty (30) days written notice of any default under the terms of said Lease as a condition precedent to the termination of Lease before taking any action for the purpose of terminating same for a breach of any covenant, agreement or condition contained in the Lease. Such notice shall specify the nature of the alleged default and if such default shall be cured wither by Assignor or Assignee within said thirty (30) day period, then and in that event the Lessee shall not have the right to terminate the Lease pursuant to such notice.

The undersigned agrees that its interest as Lessee under the above described Indenture of Lease is subordinate and inferior tot he interest of the Assignee as the holder and owner of a certain mortgage dated the March 31, 2000, executed by the Assignor, as mortgagor, wherein the Assignee is named mortgagee, which said mortgage has been filed for record in Lake, Indiana on the 7th day of APRIL, 2000, as Document No. 2000 023769, and does hereby subordinate its interest as lessee to said premises to the interest of the said mortgagee as herein described.

The undersigned does further agree that in the event that any proceeding under the Bankruptcy Act or any amendment thereto be commenced by or against the undersigned, its successors and assigns, or in the he event of the filing of any action under any state insolvency law, or in the event the undersigned, its successors or assigns be otherwise adjudged insolvent or makes an assignment for the benefit of its creditors, assets thereof situated on demised premises, or on the leasehold state created thereby, the said Lease, at the option of the Lessor or Assignee, shall immediately cease and terminate, and shall in no wise be treated as an asset of the undersigned, its successors and assigns, after exercise of the aforesaid option and Assignor-Lessor or Assignee shall have the right, after the exercise of the aforesaid option, to forthwith enter and repossess themselves of said premises as of the original estate.

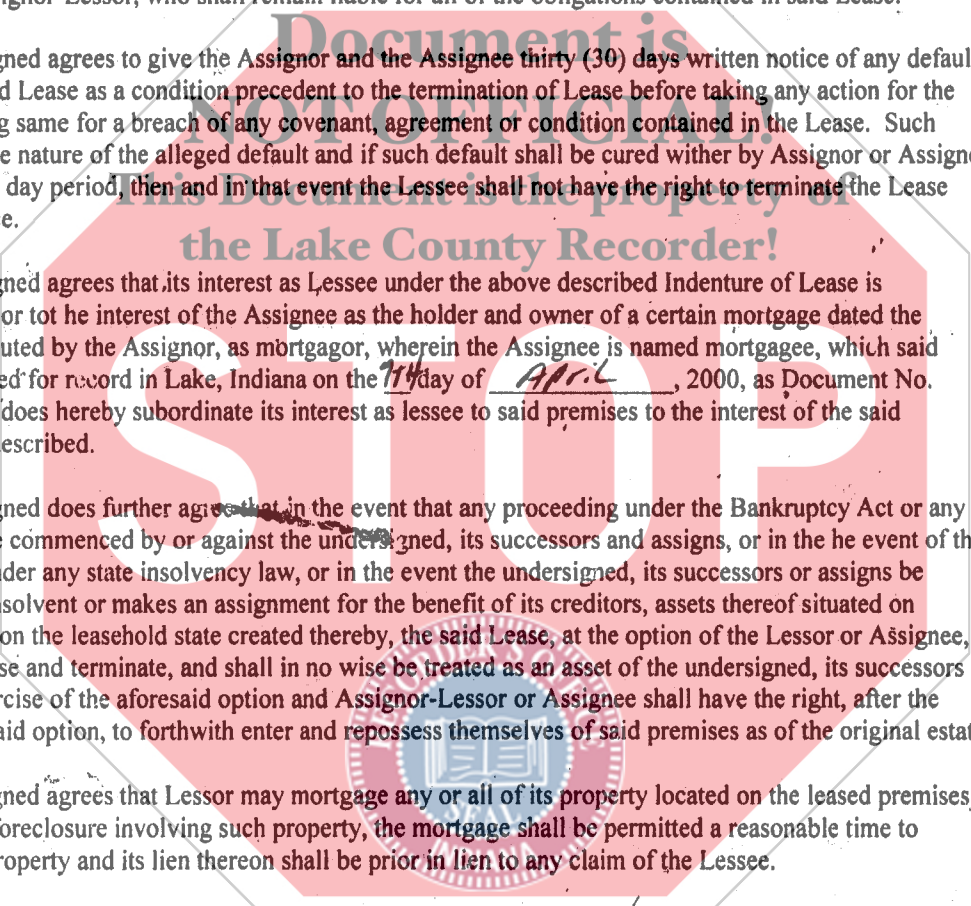
The undersigned agrees that Lessor may mortgage any or all of its property located on the leased premises and in the event of a foreclosure involving such property, the mortgage shall be permitted a reasonable time to remove any of such property and its lien thereon shall be prior in lien to any claim of the Lessee.

The forgoing shall constitute an amendment to the said Lease and the provisions hereof shall govern if in conflict with any of the provisions contained in the original Lease.

DATED this March 31, 2000

Welch, Inc. dba Phil Smidt's Restaurant

By: David K. Welch
David K. Welch, President



14.00
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STATE OF INDIANA)

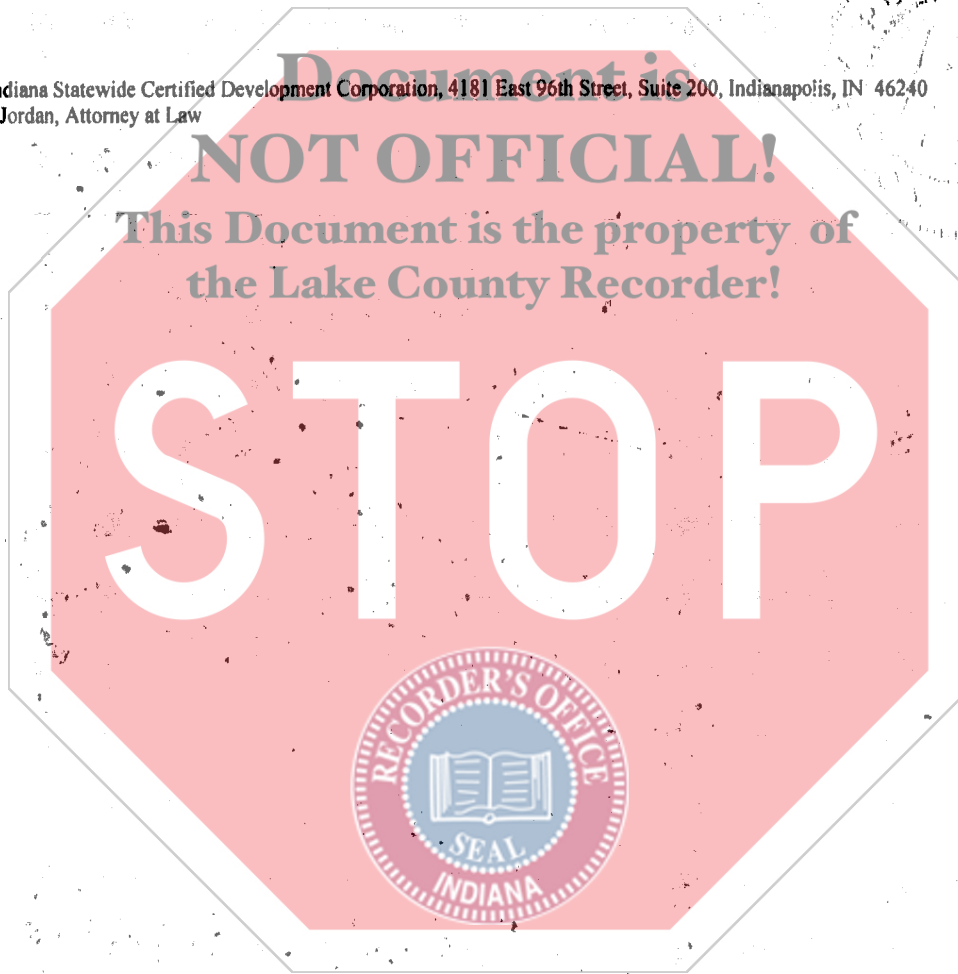
) SS:

COUNTY OF Lake

Before me, a Notary Public in and for said County and State, this March 31, 2000, personally appeared David K. Welch who acknowledged the execution of the foregoing instrument. WITNESS my hand and official seal.

Jody Teresa Arend
Jody Teresa Arend

Return to: Jody Arend, Indiana Statewide Certified Development Corporation, 4181 East 96th Street, Suite 200, Indianapolis, IN 46240
Prepared by: Michael A. Jordan, Attorney at Law



LEGAL DESCRIPTION

PARCEL I: Lots 1, 2, 3 and 4 and the North 20 feet of Lot 5 in Block 1 in Forsyth's Sheffield Subdivision, in the City of Hammond, as per plat thereof, recorded in Plat Book 8 page 18, in the Office of the Recorder of Lake County, Indiana, and the East 1/2 of the vacated alley adjoining said Lots 1, 2 and 3 and the North 1/2 of Lot 4 on the West.

PARCEL II: Lots 40 to 47, both inclusive, together with the West 1/2 of the vacated portion of the North-South alley adjoining the North 1/2 of Lot 41 and all of Lots 42 to 46, both inclusive, on the East, in Block 1, Forsyth's Sheffield Subdivision, in the City of Hammond, as per plat thereof, recorded in Plat Book 8 page 18, in the Office of the Recorder of Lake County, Indiana.

