

STATE OF INDIANA  
LAKE COUNTY  
FILED

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2000 024112

2000 APR 10 AM 9:11

**LESSEE'S CONSENT TO ASSIGNMENT OF LEASE**

The undersigned, Regional Data Services, Inc., 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 the Lease or any plat thereof, other than those contained in the said Indenture of Lease, for the period 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 obligations 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 either 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 to the interest of the Assignee as the holder and owner of a certain mortgage dated the 5th day of April, 2000, executed by the Assignor, as mortgagor, wherein the Assignee is named mortgagee, which said mortgage has been filed for record in LAKE County, Indiana, on the 10<sup>th</sup> day of April, 2000, as Document No. 2000 024108, 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 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 estate 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.

99203806-CP

TICOR TITLE INSURANCE  
Crown Point, Indiana

14:00  
E.P.  
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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 mortgagee 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 foregoing 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 5th day of April, 2000.

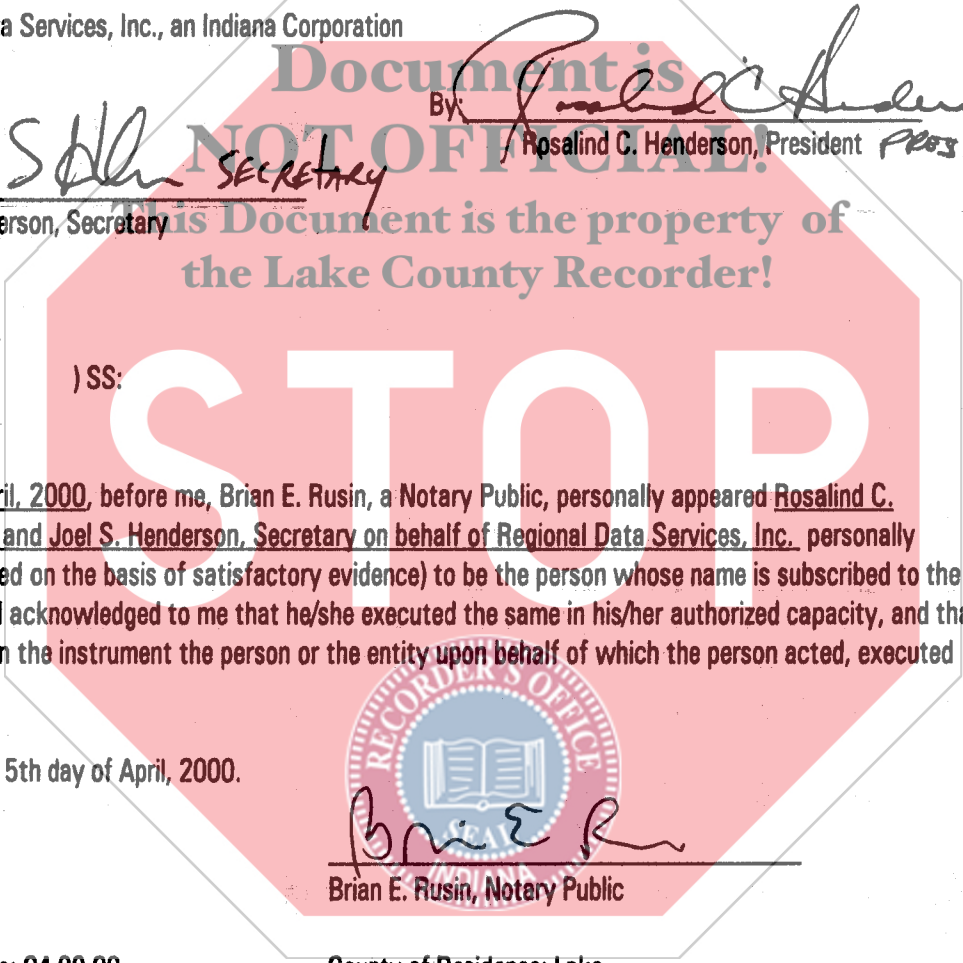
Regional Data Services, Inc., an Indiana Corporation

Attest:

Joel S. Henderson SECRETARY  
Joel S. Henderson, Secretary

By:

Rosalind C. Henderson PRESIDENT  
Rosalind C. Henderson, President



STATE OF INDIANA )

) SS:

COUNTY OF LAKE

On the 5th day of April, 2000, before me, Brian E. Rusin, a Notary Public, personally appeared Rosalind C. Henderson, President and Joel S. Henderson, Secretary on behalf of Regional Data Services, Inc. personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signed and sealed this 5th day of April, 2000.

Brian E. Rusin  
Brian E. Rusin, Notary Public

My Commission Expires: 04-09-00

County of Residence: Lake

(SEAL)

Return to: Brian E. Rusin, Northwest Indiana Regional Development Company, 6100 Southport Road, Portage, Indiana 46368

Prepared by: J. Brian Hittinger, HOEPPNER, WAGNER & EVANS, 1000 E. 80th Place, Suite 606 South Tower, Merrillville, Indiana 46410

Exhibit "A"

Lot 4 In Arrowhead Ridge Industrial Park, In the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 52, and amended by Certificate of Correction recorded June 10, 1998 as Document No. 98042909, in the Office of the Recorder of Lake County, Indiana.

