

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2000 054762

2000 AUG -2 PM 2:23

MORRIS W. CARTER
RECORDER

RECORDATION REQUESTED BY:

LASALLE BANK NATIONAL ASSOCIATION
135 SOUTH LASALLE STREET
CHICAGO, IL 60603

WHEN RECORDED MAIL TO:

LASALLE BANK NATIONAL ASSOCIATION
135 SOUTH LASALLE STREET
CHICAGO, IL 60603 SUITE #1140
ATTN: EFFIE SCOTT

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ONLY

LANDLORD'S CONSENT

THIS LANDLORD'S CONSENT is entered into among ALP, Inc. ("Borrower"), whose address is 2300 W. 81st Avenue, Merrillville, IN 46410; LASALLE BANK NATIONAL ASSOCIATION ("Lender"), whose address is 135 SOUTH LASALLE STREET, CHICAGO, IL 60603; and The VAP LLC ("Landlord"), whose address is 2624 West Lincoln Highway, Merrillville, IN 46410. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Landlord's Consent, as this Landlord's Consent may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Consent from time to time.

Borrower. The word "Borrower" means ALP, Inc..

Collateral. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

All Inventory, Chattel Paper, Accounts, Equipment, General Intangibles and Fixtures, including but not limited to the following installed lifts at the following debtor's leased locations:

2300 W. 81st St., Merrillville, IN 46410

Bay 1- Serial #9309022-1, Bay 2- Serial #9409069-1, Bay 3- Serial #B121995417, Bay 4- Serial #9303069-C, Bay 4- Serial #9202011-B, and Bay 5- Serial #9409068-1

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LANDLORD'S CONSENT
(Continued)

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Loan No New

6905 N. Calumet, Hammond, IN 46324

Bay 1- Serial #8303009, Bay 2- Serial #8303008, Bay 3- Serial #4601, Bay 4- Serial #A B 1295 and Bay 5- Serial #8303003

5960 Broadway, Merrillville, IN 46410

Bay 1- Inground lift, no serial number or other id visible, Bay 2- Serial #104LD2650, Bay 3- Serial #106DE468, and Bay 4- Serial #243

Landlord. The word "Landlord" means The VAP LLC. The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lease. The word "Lease" means that certain lease of the Premises, dated July 30, 1999, between Landlord and Borrower.

Lender. The word "Lender" means LASALLE BANK NATIONAL ASSOCIATION, its successors and assigns.

Loan. The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in Lake County, State of Indiana, commonly known as 5960 Broadway, Merrillville, IN 46410, and legally described as:

LOTS 1 AND 2 AND THE SOUTH HALF OF VACATED 59TH STREET ADJOINING LOT 1 ON THE NORTH, BLOCK 10, GARY ANNEX, AS SHOWN IN PLAT BOOK 9, PAGE 34, LAKE COUNTY, IN, EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES.

AND

LOTS 11 AND 12, BLOCK 1, INCLUDING THE NORTH HALF OF THE VACATED PORTION OF 59TH STREET ADJOINING THE SOUTH LINE OF LOT 12, BLOCK 1, GARY ANNEX, AS SHOWN IN PLAT BOOK 9, PAGE 34, LAKE COUNTY, IN, EXCEPT THAT PART TAKEN FOR HIGHWAY PURPOSES.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

LANDLORD'S CONSENT
(Continued)

Loan No New

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S CONSENT, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 30, 2000.

BORROWER:

ALP, Inc.

By: Ellen Parker
Ellen Parker, Co-President

By: James N. Petsas
James Petsas, Co-President

LANDLORD:

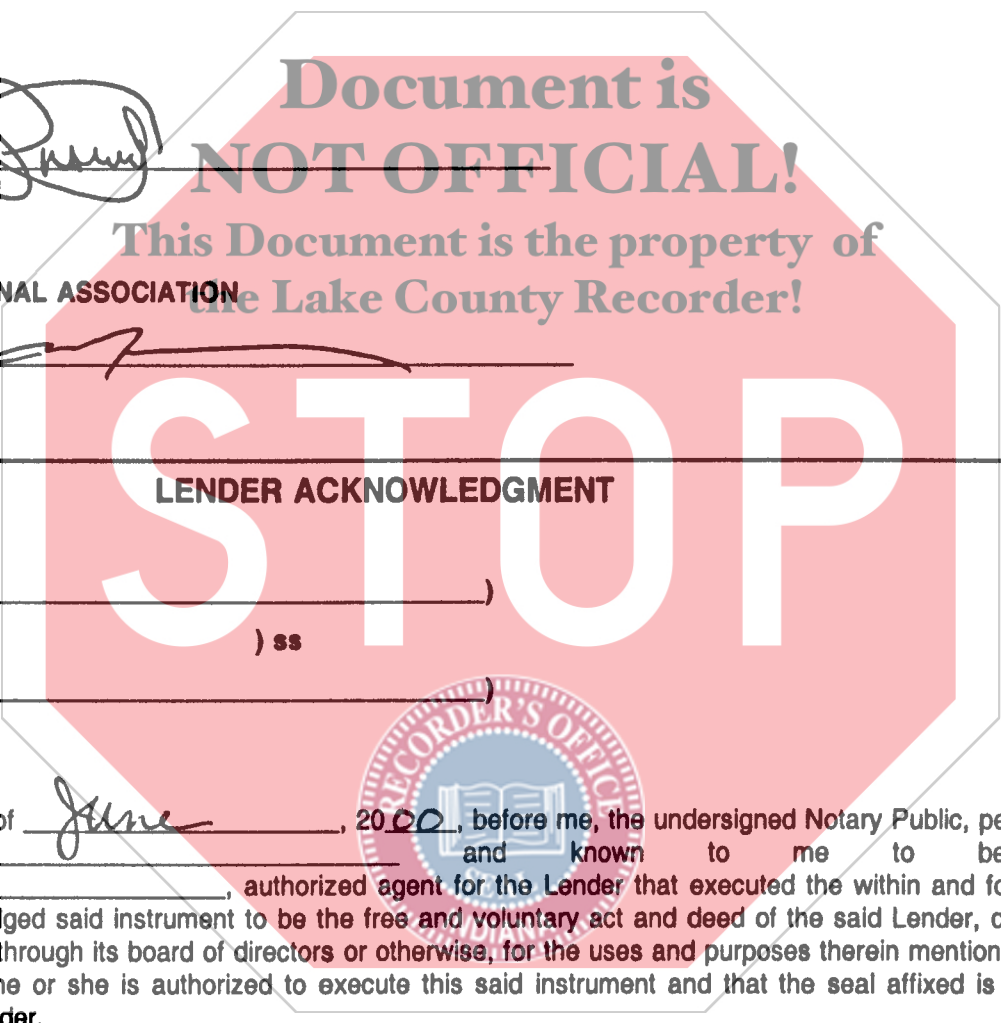
The VAP LLC

X Andrew Grund
Landlord's Signature

LENDER:

LASALLE BANK NATIONAL ASSOCIATION

By: [Signature]
Authorized Officer



LENDER ACKNOWLEDGMENT

STATE OF _____)

) ss

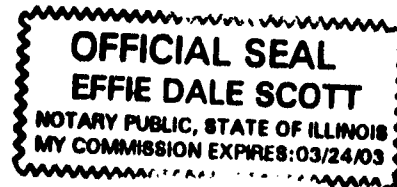
COUNTY OF _____)

On this 30th day of June, 2000, before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____ authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Effie Dale Scott Residing at _____

Notary Public in and for the State of _____

My commission expires _____



LANDLORD'S CONSENT
(Continued)

Loan No New

CORPORATE ACKNOWLEDGMENT

STATE OF _____)

) ss

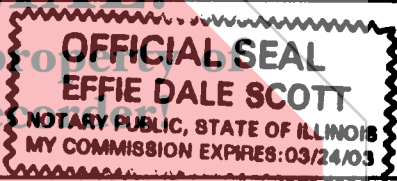
COUNTY OF _____)

On this 30th day of June, 2000, before me, the undersigned Notary Public, personally appeared Ellen Parker, Co-President; and James Petsas, Co-President of ALP, Inc., and known to me to be authorized agents of the corporation that executed the Landlord's Consent and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Effie Dale Scott Residing at _____

Notary Public In and for the State of _____

My commission expires _____



LANDLORD ACKNOWLEDGMENT

STATE OF _____)

) ss

COUNTY OF _____)

On this day before me, the undersigned Notary Public, personally appeared The VAP LLC, to me known to be the individual described in and who executed the Landlord's Consent, and acknowledged that he or she signed the Agreement as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of June, 2000.

By Aimee Rivera Residing at _____

Notary Public In and for the State of _____

My commission expires _____



This Landlord's Consent was prepared by: _____

RECORDING PAGE

