LESSEE'S CONSENT TO ASSIGNMENT OF LEASE

The undersigned, Industrial & Environmental Services, LLC, a Limited Liability Company 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 writter 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 11th day of December 2001, executed by the Assignor, as mortgagor wherein the Assignee is named mortgagee, which said mortgage has been filed for record in Assignee its interest as Lessee to said premises to the interest of the said mortgage 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.

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.

J

re-recorded to add Mtg. Info and correct legal.

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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 11th day of December 2001.

Industrial & Environmental Services, LLC, an Indiana Limited Liability Company

Sudhir Mantri Manager

Juan Roldan Manager

STATE OF INDIANA)

) SS:

COUNTY OF LAKE

On the 11th day of December 2001, before me, Brian E. Rusin, a Notary Public, personally appeared Ralph G. Mora Manager, Sudhir Mantri, Manager, and Juan Roldan, Manager on behalf of Industrial & Environmental Services, LLC 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 11th day of December 2001

Brian E. Rusin, Notary Public

My Commission Expires: 04-09-08

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"

A parcel of land in the Southeast Quarter of Section 5, Township 36 North, Range 7 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the North right-of-way line of U.S. Highway 20 and 1280.07 feet East of the West line of the Southeast Quarter of said Section 5 measured along the North right-of-way line of said U.S. Highway 20; thence North parallel to the West line of the Southeast Quarter of said Section 5, 300 feet; thence East parallel to the North line of said U.S. Highway 20, 543.11 feet, more or less, to a line 820.07 feet West of and parallel to the East line of said Section 5, said 820.07 feet measured along the North right of way line of U.S. Highway 20; thence South parallel to the East line of Section 5, 300 feet to the North right-of-way line of U.S. Highway 20; thence West 542.78 feet, more or less, to the point of beginning, EXCEPTING therefrom that part conveyed to the State of Indiana by deed recorded June 30, 1993 as Document No. 93042007 described as follows: A part of the Southeast 1/4 of Section 5, Township 36 North, Range 7 West, Lake County, Indiana, described as follows: Commencing at the Southeast corner of sald Section; thence North 0 degrees 48 minutes 27 seconds West 486.17 feet along the East line of said Section to the Northern boundary of U.S.R. 20; thence North 86 degrees 00 minutes 17 seconds West 820.07 feet along the boundary of said U.S.R. 20 to the East line of the owner's land and the point of beginning of this description: thence North 86 degrees 00 minutes 17 seconds West 519.13 feet along the boundary of said U.S.R. 20; thence North 85 degrees 27 minutes 52 seconds East 101.12 feet; thence South 86 degrees 00 minutes 17 seconds East 175.00 feet; thence North 3 degrees 59 minutes 43 seconds East 35.00 feet; thence South 86 degrees 00 minutes 17 seconds East 39.93 feet to the East line of the owner's land; thence South 0 degrees 48 minutes 27 seconds East 50,18 feet along said East line to the point of beginning.

