LESSEE'S CONSENT TO ASSIGNMENT OF LEASE

The undersigned, Pete & Sons Auto Repair Inc, a Corporation, duly organized under the laws of Indiana, as Lessee in the Lease identified in the foregoing Assignment of Lease, hereby joins to 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 redice 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 whether 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 August 28, 2006, 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 _____ day of _____, as Document No. _____, 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 successor 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, it 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.

TICOR CP 920067/35

STATE OF INDIANA
LAKE COUNTY
FILED FOR DECORD

23-TI The undersigned agrees that Lessor may mortgage any or all of its property located on the leased premises and in the event of a foreclosures 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 foregoing shall constitute an amendment to the said Lease and the provisions hereof shall govern if in conflict with any of the provision contained in the original Lease.

Dated this 28 day of, August, 2006.

Pete & Sons Auto Repair Inc

By:

Peter Breuckman Jr., President

By:

Joseph Breuckman, Secretary

NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

STOPPONENTS OF THE PROPERTY OF

MEMORANDUM OF LEASE

to evidence their execution of a certain Lease effective $\frac{\sqrt{28.00}}{}$.
WITNESSETH:
The name of the Landlord is <u>Breuckman Enterprises LLC</u> with principal offices located at <u>1001 Breuckman Dr. Crown Point, IN 46307</u> .
The name of the Tenant is Pete & Sons Auto Repair Inc with principal offices located at 1001 Breuckman Dr. Crown Point, IN 46307.
The leased premises include the real estate commonly know as 1001 Breuckman Dr., Lake County, IN, and legally described on Exhibit "A," which is attached hereto and made a part hereof.
The term of the Lease is tomments the 28th day of Avg and terminates 9.1.2026
the Place Country Recorder.
This Memorandum of Lease is being voluntarily executed by the above-referenced Landlord and Tenant for the purpose of placing the Landlord's right, title and interest of record in the Office of the Recorder of <u>Lake</u> County, <u>IN</u> .
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of, 200.
LANDLORD: Breuckman Enterprises LLC
By: Teles Brenchara la

Peter Breuckman Jr., Member

By: Comb Branch
Joseph Breuckman, Member
TENANT: Pete & Sons Auto Repair Inc
By:
Peter Breuckman Jr., President
By: Dept Brevel
Joseph Breuckman, Secretary
STATE OF Indiana)) SS: COUNTY OF Lake)
Before me, the undersigned, a Notary Public for the State of Indiana, personally appeared Peter Breuckman Sr., Member, of Breuckman Enterprises LLC, Peter Breuckman Jr., Member, of Breuckman Enterprises LLC being first duly sworn by me upon their oath, state that the facts alleged in the foregoing instrument are true. Signed and sealed this
My Commission Expires: My County of Residence: KRISTIN L. BUSCH KRISTIN L. BUSCH Notary Potter County Potter County Potter County November 15, 2009
NOTE OF THE PARTY
STATE OF Indiana
) SS: COUNTY OF Lake)
Before me, the undersigned, a Notary Public for the State of Indiana, personally appeared
Peter Breuckman Jr., President, of Pete & Sons Auto Repair Inc, and Joseph Breuckman, Secretary, of Pete & Sons Auto Repair Inc being first duly sworn by me upon their oath, state that the facts alleged in the foregoing instrument are true. Signed and sealed this
O

Notary Public

My County of Residence:

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Kristin L. Busch

Prepared by: Kristin L. Busch



Exhibit "A"

No: 920067135

LEGAL DESCRIPTION

Lot 1, in Millennium Park, as per plat thereof, recorded in Plat Book 96, page 52, in the Office of the Recorder of Lake County, Indiana.



LEGAL 6/88 SB