

(Indiana)

MORTGAGE AND SECURITY AGREEMENT

[THIS MORTGAGE SECURES THE PRINCIPAL LOAN AMOUNTS AND FUTURE ADVANCES UP TO A MAXIMUM AMOUNT OF \$30,000,000.00.]

ML20310344

Mortgage and Security Agreement ("Mortgage"), dated the 13th day of February, 2004, made by Resco Products, Inc., a Pennsylvania corporation with an address of Penn Center West Two, Suite 430, Pittsburgh, Pennsylvania 15276 (the "Mortgagor"), to PNC Bank, National Association, as agent for the Banks (as hereinafter defined), with an office at 249 Fifth Avenue, 5th Floor, Pittsburgh, Pennsylvania 15222 (in such capacity, the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor holds fee simple title to that certain real property located in Hammond, Lake County, Indiana, as more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Land");

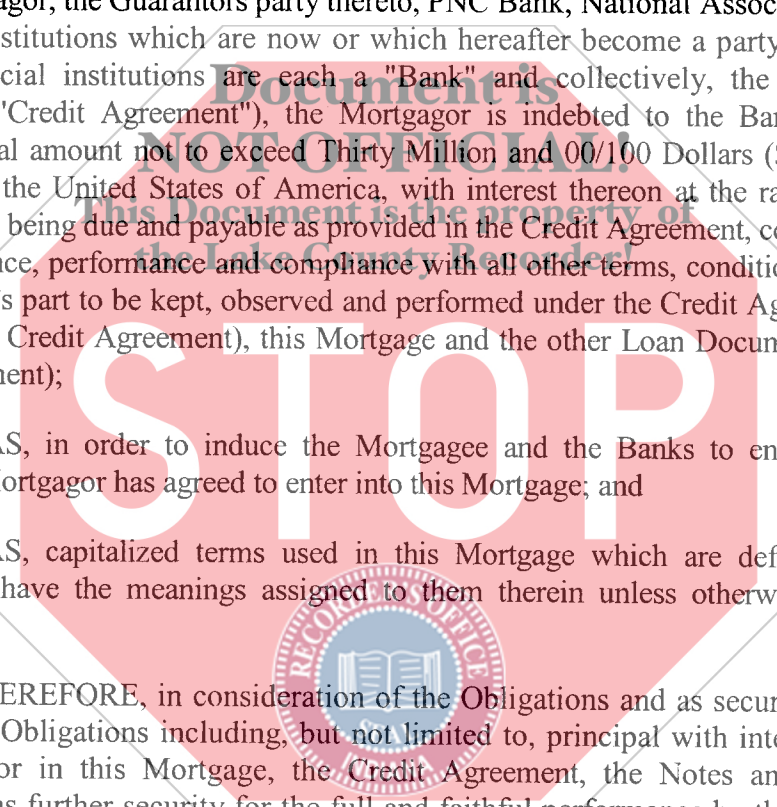
WHEREAS, in and by that certain Credit Agreement, dated of even date herewith, by and among the Mortgagor, the Guarantors party thereto, PNC Bank, National Association ("PNC") and other financial institutions which are now or which hereafter become a party thereto (PNC and such other financial institutions are each a "Bank" and collectively, the "Banks") and the Mortgagee (the "Credit Agreement"), the Mortgagor is indebted to the Banks in the original aggregate principal amount not to exceed Thirty Million and 00/100 Dollars (\$30,000,000.00), in lawful money of the United States of America, with interest thereon at the rates set forth in the Credit Agreement being due and payable as provided in the Credit Agreement, conditioned upon the keeping, observance, performance and compliance with all other terms, conditions and agreements on the Mortgagor's part to be kept, observed and performed under the Credit Agreement, the Notes (as defined in the Credit Agreement), this Mortgage and the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, in order to induce the Mortgagee and the Banks to enter into the Credit Agreement, the Mortgagor has agreed to enter into this Mortgage; and

WHEREAS, capitalized terms used in this Mortgage which are defined in the Credit Agreement shall have the meanings assigned to them therein unless otherwise defined in this Mortgage.

NOW THEREFORE, in consideration of the Obligations and as security for payment to the Banks of the Obligations including, but not limited to, principal with interest, and all other sums provided for in this Mortgage, the Credit Agreement, the Notes and the other Loan Documents, and as further security for the full and faithful performance by the Mortgagor of its obligations under this Mortgage, the Credit Agreement, the Notes and the other Loan Documents according to their terms and conditions, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, and in certain other agreements and instruments made and given by the Mortgagor to the Mortgagee or any Bank in connection therewith, the Mortgagor has mortgaged, warranted, assigned, pledged and granted, and by these presents does hereby mortgage, warrant, assign, pledge and grant unto the

Chicago Title Insurance Company



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STATE OF INDIANA
LAKE COUNTY
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Mortgagee, its successors and assigns (for itself and for the benefit of the Banks and their respective successors and assigns), all of its right, title and interest in and to the Land.

TOGETHER with the tenements, hereditaments, appurtenances and all the estates and rights of the Mortgagor in and to the Land.

TOGETHER with all right, title and interest of the Mortgagor in and to all streets, roads and public places, opened or proposed, adjoining the Land, and all easements and rights of way, public or private, now or hereafter used in connection with the Land.

TOGETHER with all right, title and interest of the Mortgagor to all or any part of the minerals, clay, coal, oil and gas located in, on or under the Land, and all or any of the rents and profits from such minerals, clay, coal, oil and gas, and income from the sale of such coal, oil and gas, and all royalties, and all mineral, clay, coal, oil and gas rights, air rights, water, water rights and water stock thereof and all replacements and additions thereto for so long and during such times as the Mortgagor may be entitled thereto.

TOGETHER with all right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land to the extent of the interest of the Mortgagor therein, now or hereafter acquired.

TOGETHER with all right, title and interest of the Mortgagor, now owned or hereafter acquired, in and to any and all sidewalks and alleys, and all strips and gores of land, adjacent to or used in connection with the Land.

TOGETHER with all right, title and interest of the Mortgagor to all buildings, structures and improvements (the "Improvements") of every kind and description now or hereafter erected or placed on the Land.

TOGETHER with all right, title and interest of the Mortgagor to all fixtures, fittings, appliances, apparatus, equipment, machinery, chattels, building materials and articles of personal property of every kind and character, together with the renewals, replacements and substitutions thereof, additions and accessions thereto (hereinafter collectively called the "Fixtures"), now or at any time hereafter affixed to or attached to or placed upon or used in any way in connection with the complete and comfortable use, enjoyment or occupancy for operation and maintenance of the Improvements (excepting any personal property owned by any tenant or unit owner occupying any of the Improvements and used by such tenant or unit owner in the use or occupancy of the space occupied by it to the extent the same does not become the property of the Mortgagor under the lease or other agreement with such tenant or unit owner or pursuant to applicable Law), all of which now or hereafter so affixed, placed or used are intended to be subject to the Lien of this Mortgage as if part of the real estate, and all cash and noncash proceeds thereof.

TOGETHER with all right, title and interest of the Mortgagor in and to any and all deposits made under any conditional bill of sale, chattel mortgage or security interest (other than that created hereby) to which any Fixtures are or shall be subject, and all deposits made thereunder, together with the benefit of any payments now or hereafter made thereon.

TOGETHER with all right, title and interest of the Mortgagor as lessee under any and all leases relating to any Fixtures, together with any options to purchase the Fixtures which are subject to such leases and together with the benefit of any payments now or hereafter made thereon.

TOGETHER with all right, title and interest of the Mortgagor to the reversions, remainders, easements, rents, issues and profits arising or issuing from the Land and from the Improvements thereon including, but not limited to, the rents, issues and profits arising or issuing from all leases and subleases now or hereafter entered into covering all or any part of said Land and for the Improvements, all of which leases, subleases, rents, issues and profits are hereby assigned and, if requested by the Mortgagee or any Bank, shall be caused to be further assigned to the Mortgagee (for the benefit of the Banks) by the Mortgagor. The foregoing assignment shall include, without limitation, cash or securities deposited under leases to secure performance by lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more installments of rent coming due prior to the expiration of such terms. The Mortgagee, or any officer of the Mortgagee, is hereby irrevocably appointed attorney-in-fact for the Mortgagor to collect such rents, issues and profits (for the ratable benefit of the Banks) after the occurrence of an Event of Default, such power being coupled with an interest. The Mortgagor will execute and deliver to the Mortgagee on demand such assignments and instruments as the Mortgagee or any Bank may reasonably require to implement, confirm, maintain and continue the assignment hereunder.

TOGETHER with all right, title and interest of Mortgagor, subject to Section 8.1.3 of the Credit Agreement, any and all awards, damages, payments and other compensation and any and all claims therefor and rights thereto which may result from taking or injury by virtue of the exercise of the power of eminent domain of or to, or any damage, injury or destruction in any manner caused to, the Land, the Improvements, or any part thereof, or from any change of grade or vacation of any street abutting thereon, all of which awards, damages, payments, compensation, claims and rights are hereby assigned, transferred and set over to the Mortgagee (for the benefit of the Banks) to the fullest extent that the Mortgagor may under the Law so do. Subject to Section 8.1.3 of the Credit Agreement, the Mortgagee is hereby irrevocably appointed attorney-in-fact for the Mortgagor to settle for, collect and receive any such awards, damages, payments and compensation (for the ratable benefit of the Banks) from the authorities making the same, to appear in and prosecute any proceeding therefor, and to give receipts and acquittances therefor.

TOGETHER with all of the Mortgagor's right, title and interest in and to all assignable contracts and agreements relative to the construction, management, use and occupancy of the Improvements.

TOGETHER with all right, title and interest of the Mortgagor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Mortgagor with respect to any of the foregoing.

TOGETHER with all proceeds of the conversion, voluntary or involuntary, of any or all of the foregoing into cash or liquidated claims including, without limitation, subject to Section 8.1.3 of the Credit Agreement, proceeds of insurance and condemnation awards.

ALL of which property and rights therein hereinabove described or mentioned being hereinafter collectively called, the "Mortgaged Premises".

TO HAVE AND TO HOLD the Mortgaged Premises unto the Mortgagee, its successors and assigns, forever.

AND at all times until the Obligations are fully satisfied, together with all interest thereon, the Mortgagor covenants, promises and agrees with the Mortgagee as follows:

ARTICLE 1

Covenants As To Payment, Performance and Title

SECTION 1.01. The Mortgagor shall pay to the Mortgagee (for the ratable benefit of the Banks), without offset, counterclaim or defense, the Obligations including, but not limited to, the unpaid principal indebtedness of the Notes and all other sums now or hereafter due the Mortgagee and the Banks under the terms hereof or of the Credit Agreement or the other Loan Documents, together with all interest thereon, punctually as and when the same shall become due by the terms thereof or hereof. The Mortgagor will fully and faithfully observe and perform all of the Obligations. The rate of interest payable by Mortgagor to the Banks may vary as more particularly set forth in the Credit Agreement.

SECTION 1.02. The Mortgagor warrants (i) that it has good and marketable title to the Land, in fee simple, subject only to matters, if any, approved in writing by the Mortgagee, (ii) that it has good title to the Improvements and the Fixtures and (iii) that this Mortgage is a Lien on and security interest in and to the Mortgaged Premises subject to no other Lien other than the Permitted Liens. The Mortgagor shall not, without the prior written consent of the Mortgagee, install in or locate on the Mortgaged Premises any equipment or fixtures which are subject to any Lien or title retention arrangement of any kind other than that created hereby, other than Purchase Money Security Interests which constitute Permitted Liens. The Mortgagor warrants that, except for assignments terminated as of the date hereof, neither the rents, issues and profits of the Mortgaged Premises nor any part thereof have been previously assigned. The Mortgagor shall preserve such title as herein described and will forever warrant and defend the validity and priority of the Lien hereof against the claims of all Persons whomsoever.

ARTICLE 2

Covenants As To Taxes, Assessments, Etc.

SECTION 2.01. Unless the Mortgagee is making payment pursuant to Section 2.02 below, at least five (5) days prior to the due date thereof, the Mortgagor will pay, discharge and (at the time specified in Section 2.03) furnish to the Mortgagee proper receipts for all taxes, general and special, water and sewer rent charges, excise levies, vault and other license or permit fees, city taxes, transit taxes, levies and assessments of every kind and all charges for utilities and utility services, which may have been or may hereafter be charged, assessed, levied, confirmed, imposed upon or grow or become due and payable out of, or in respect to, or against,

the Mortgaged Premises, or any part thereof, or any appurtenance thereto (collectively, the "Impositions"), by any lawful authority or public utility, or which may become a Lien thereon, unless the same shall have been fully paid to the Mortgagee as provided in Section 2.02 hereof.

SECTION 2.02. After an Event of Default, if requested by the Mortgagee, the Mortgagor will pay to the Mortgagee on a monthly basis an amount equal to one-twelfth (1/12th) of the real estate taxes and premiums for insurance required by Article 3 hereof so as to enable the Mortgagee to pay the same at least thirty (30) days before they become due. Amounts so paid shall be deemed not to be trust funds but may at the option of the Mortgagee be commingled with general funds of the Mortgagee. No interest shall be paid on such amounts. If, pursuant to any provision of this Mortgage, the outstanding amount of the Obligations to the Mortgagee and the Banks or any installment of interest, principal or principal and interest becomes due and payable prior to its originally scheduled maturity, the Mortgagee shall have the right, at the Banks' election, to apply any amounts paid to the Mortgagee under this Section 2.02, with accrued interest thereon, against all or any part of the Obligations secured by this Mortgage, any interest thereon or in payment of the premiums or payments for which the amounts were paid. If the real estate taxes and insurance premiums required to be escrowed pursuant to this Section 2.02 shall exceed the estimate therefor and the amounts paid into escrow under this Section 2.02, the Mortgagor shall on demand forthwith make good the deficiency. The Mortgagor will furnish to the Mortgagee tax and insurance bills in sufficient time to enable the Mortgagee to pay such taxes and premiums before interest and penalties accrue thereon.

SECTION 2.03. Unless the same shall have been fully paid to the Mortgagee as provided in Section 2.02 hereof, the Mortgagor, upon written request of the Mortgagee, will furnish to the Mortgagee, within thirty (30) days after the date when any Impositions would become delinquent, official receipts of the appropriate taxing authority or other authority to which the charge is payable, or other evidence reasonably satisfactory to the Mortgagee evidencing the payment thereof.

SECTION 2.04. The certificate, advice or bill of the appropriate official designated by Law to make or issue the same or to receive payment of any Imposition, of non-payment of such Imposition shall be prima facie evidence that such Imposition is due and unpaid at the time of the making or issuance of such certificate, advice or bill.

ARTICLE 3

Insurance

SECTION 3.01. The Mortgagor agrees, at its sole cost and expense, to insure the Improvements and the Fixtures included in the Mortgaged Premises at all times throughout the term of this Mortgage (including any period or periods of time during which any of the Improvements or the Fixtures are in the course of remodeling or construction) as provided for in the Credit Agreement.

SECTION 3.02. The Mortgagor may effect for its own account (for itself and for the benefit of the Banks) any insurance not required under the provisions of the Credit Agreement, but any insurance effected by the Mortgagor on the Mortgaged Premises, whether or

not required under the Credit Agreement, shall be for the mutual benefit of the Mortgagor, the Banks and the Mortgagee, and shall be subject to all other provisions of the Credit Agreement, of this Article 3 and of Article 10 hereof and the Mortgagor shall provide the Mortgagee written notice of such insurance prior to it being effected along with a photocopy of all such policies promptly upon their issuance.

SECTION 3.03. Intentionally Omitted.

SECTION 3.04. Intentionally Omitted.

ARTICLE 4

Repairs, Maintenance And Removal

SECTION 4.01. Except as otherwise provided in the Credit Agreement, the Mortgagor will not cause or permit any building, structure or improvement or other property now or hereafter covered by the Lien of this Mortgage and comprising part of the Mortgaged Premises to be removed or demolished or structurally changed or altered (except as provided in Section 6 hereof), in whole or in part, or any Fixture comprising part of the Mortgaged Premises to be removed, severed or destroyed, without the prior written consent of the Mortgagee. Except as otherwise provided in the Credit Agreement, simultaneously with, or prior to, any such permitted removal, any such Fixtures shall be replaced with other Fixtures to perform the function of the Fixtures removed and of a value at least equal to that of the Fixtures replaced and free from any title retention or security agreement or other encumbrance. By such removal and replacement, the Mortgagor shall be deemed to have subjected such Fixtures to the Lien of this Mortgage. The Mortgagor will not abandon or cause or permit any waste to the Mortgaged Premises. The Mortgagor will pay all license fees and similar municipal charges for the use of the Mortgaged Premises and the vaults or other areas now or hereafter comprising part thereof or used in connection therewith and will not, unless so required by any Official Body having jurisdiction, discontinue such use without the prior written consent of the Mortgagee. Notwithstanding the foregoing, Mortgagor shall be permitted to continue all mining operations conducted in the ordinary course of business of the Mortgagor as of the date of this Mortgage.

SECTION 4.02. Throughout the term of this Mortgage, the Mortgagor, at its sole cost and expense, will take good care of the Mortgaged Premises and the sidewalks, curbs and vaults, if any, adjoining the Mortgaged Premises and will keep the same in good order and condition, and make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and unforeseen and foreseen. All repairs made by the Mortgagor shall be equal in quality and class to the original work. The necessity for and adequacy of repairs to the Improvements pursuant to this Article shall be measured by the standard which is appropriate for facilities and buildings of similar construction and class, provided that the Mortgagor shall in any event make all repairs necessary to avoid any structural damage or injury to the Improvements and to keep the Improvements in a proper condition for their intended uses.

SECTION 4.03. The Mortgagor will permit the Mortgagee, the Banks and their representatives to enter the Mortgaged Premises at reasonable times and upon reasonable

notice to inspect the same. In case any Event of Default shall occur, the Mortgagee or any Bank may, at its option, enter the Mortgaged Premises to protect, restore or repair any part thereof in accordance with the Credit Agreement. Neither the Mortgagee nor any Bank shall be liable to the Mortgagor or any Person in possession under the Mortgagor if it does enter the Mortgaged Premises.

ARTICLE 5

Compliance With Laws, Ordinances, Etc.

SECTION 5.01. Throughout the term of this Mortgage, the Mortgagor, at its sole cost and expense, shall promptly comply with all present and future Laws of all Official Bodies including, but not limited to, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Mortgaged Premises or any part thereof and the sidewalks, curbs and vaults adjoining the Mortgaged Premises or to the use or manner of use of the Mortgaged Premises whether or not such Law shall necessitate structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural or otherwise, onto or over the streets adjacent to the Mortgaged Premises, or onto or over property contiguous or adjacent thereto; provided that it shall not be deemed a violation of this Section 5.01 to the extent that any failure to comply with any Laws is not reasonably likely to result in a Material Adverse Change.

SECTION 5.02. The Mortgagor shall have the right, after prior written notice to the Mortgagee, to contest by appropriate legal proceedings diligently conducted in good faith, without cost or expense to the Mortgagee, the validity or application of any Law of the nature referred to in Section 5.01 hereof or any matter referred to in Sections 2.01 and 7.01 hereof, and which does not subject the Mortgagee to any criminal or civil liability, subject to the following:

(a) If by the terms of any such Law compliance therewith may legally be delayed pending the prosecution of any such proceeding without the incurrence of any Lien of any kind against the Mortgaged Premises (as may be determined in the Mortgagee's sole reasonable judgment), the Mortgagor may delay compliance therewith until the final determination of such proceeding.

(b) If any Lien against the Mortgaged Premises would or might be incurred by reason of any such delay (as may be determined in the Mortgagee's sole reasonable judgment), the Mortgagor nevertheless may contest as aforesaid and delay as aforesaid, provided the Mortgagor (i) furnishes to and maintains with the Mortgagee security, at all times reasonably satisfactory to the Mortgagee, against any loss or injury by reason of such contest or delay, and (ii) prosecutes such contest with due diligence.

SECTION 5.03. The Mortgagor will promptly perform and observe, or cause to be performed or observed, all of the terms, covenants and conditions of all instruments of record affecting the Mortgaged Premises, non-compliance with which may constitute a Material Adverse Change, and the Mortgagor shall do or cause to be done all things necessary to

preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of or constituting any portion of the Mortgaged Premises.

ARTICLE 6

Changes And Alterations By The Mortgagor

SECTION 6.01. Subject to any provisions of Articles 10 or 11 hereof to the contrary, the Mortgagor shall have the right from time to time during the term of this Mortgage to make, at its sole cost and expense, changes and alterations in or to the buildings, structures or improvements (once the same have initially been completed) included in the Mortgaged Premises, subject, however, to the following:

(a) No change or alteration involving an estimated cost of more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) for any single change or alteration, nor Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for all such changes and alterations in the aggregate while this Mortgage shall remain unsatisfied of record, shall be undertaken without the Mortgagee's prior written consent, which consent shall not be unreasonably withheld.

(b) No change or alteration shall be undertaken until the Mortgagor shall have procured and paid for, so far as the same may be required from time to time, all permits and authorizations of all municipal departments and governmental subdivisions having jurisdiction.

(c) If required by the Mortgagee, any structural change or alteration involving an estimated cost of more than Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) shall be conducted under the supervision of an architect and/or engineer selected by the Mortgagor and approved in writing by the Mortgagee, which approval shall not be unreasonably withheld, and no such structural change or alteration shall be made except in accordance with detailed plans and specifications and cost estimates prepared and approved in writing by such architect and/or engineer and approved in writing by the Mortgagee, which approval shall not be unreasonably withheld.

(d) Any change or alteration shall, when completed, be of such a character as not to materially reduce the economic value of the Mortgaged Premises below its value immediately before such change or alteration.

(e) Any change or alteration, once commenced, shall be made promptly (unavoidable delays excepted) and in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning Laws and with all other Laws of all Official Bodies, local Board of Fire Underwriters, and any other body hereafter exercising similar functions.

(f) If the estimated cost of any such change or alteration shall be in excess of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) the Mortgagee shall have the right to require the Mortgagor, before commencement of work, to furnish to the Mortgagee a performance bond or other security reasonably satisfactory to the Mortgagee, in an

amount at least equal to the estimated cost of such change or alteration, guaranteeing the completion thereof within a reasonable time, free and clear of all Liens, encumbrances, chattel mortgages, conditional bills of sale, and other charges, and in accordance with the plans and specifications approved by the Mortgagee.

(g) The Mortgagor shall pay to the Mortgagee all reasonable fees and expenses incurred by the Mortgagee in connection with such change or alteration including, but not limited to, the fees and expenses of any architect selected by the Mortgagee to review the plans and specifications and inspect the work on behalf of the Mortgagee.

(h) No change or alteration shall, when completed, tie in or connect the Mortgaged Premises with any other building, in whole or in part, on adjoining property.

ARTICLE 7

Mechanics' And Other Liens

SECTION 7.01. The Mortgagor will pay, or bond, or cause to be paid or bonded, from time to time as the same shall become due, all claims and demands of mechanics, materialmen, laborers, and others which, if unpaid, might result in, or permit the creation of, a Lien on the Mortgaged Premises or any part thereof, or on the revenues, rents, issues, income and profits arising therefrom. The Mortgagor will do or cause to be done everything necessary so that the Lien and priority hereof shall be fully preserved, at the cost of the Mortgagor, without expense to the Mortgagee.

SECTION 7.02. The Mortgagor agrees that should the Mortgaged Premises at any time be or become subject to the Lien of any mortgage or deed of trust in connection with which payments on account of the Obligations secured hereby are to be made directly or indirectly by or through the mortgagee or beneficiary thereunder, regardless of such mortgagee or beneficiary, all of the Obligations hereby secured at the option of the Mortgagee shall immediately become due and payable.

SECTION 7.03. Except as otherwise permitted herein or in the Credit Agreement, the Mortgagor will not, without the prior written consent of the Mortgagee, create or suffer to be created any security interest under the Uniform Commercial Code or any other Lien in favor of any Person other than the Mortgagee, or create or suffer any reservation of title by any such other Person, with respect to any Fixtures, nor shall any such Fixtures or property be the subject matter of any lease or other transaction whereby the ownership or any beneficial interest in any of such property is held by any Person other than the Mortgagor (or the Mortgagee as provided herein) other than as approved in accordance with Section 9.01 hereof. All such property shall be purchased for cash or in such manner that no Lien shall be created thereon except the Lien of this Mortgage, unless the Mortgagee shall agree in writing to the contrary before a contract to purchase any such property is executed.

SECTION 7.04. Except as otherwise permitted herein or in the Credit Agreement, the Mortgagor will not create or permit to accrue upon all or any part of the Mortgaged Premises any debt or Lien except the Lien of this Mortgage, and shall promptly cause

to be paid and discharged, any Lien whatsoever which by any present or future Law may be or become superior to, or on a parity with this Mortgage, either in Lien or in distribution out of the proceeds of any judicial sale of the Mortgaged Premises, or any part thereof, and any Lien not permitted by this Article 7.

ARTICLE 8

Use Of Property

SECTION 8.01. The Mortgagor will use or permit the Mortgaged Premises to be used, principally and continuously as a manufacturing facility and uses incidental thereto. The Mortgagor shall not use, or permit the use of the Mortgaged Premises for any other principal use without the prior written consent of the Mortgagee. The Mortgagor shall not use or permit the use of the Mortgaged Premises or any part thereof for any other purpose which in the reasonable opinion of the Mortgagee would adversely affect the then value or character of the Mortgaged Premises or any part thereof.

SECTION 8.02. The Mortgagor shall not suffer or permit the Mortgaged Premises, or any portion thereof, to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair the Mortgagor's title to the Mortgaged Premises or any portion thereof, or in such manner as might reasonably make possible a claim or claims of adverse usage or adverse possession by the public, as such, or of implied dedication of the Mortgaged Premises or any portion thereof.

ARTICLE 9

Leases This Document is the property of the Lake County Recorder!

SECTION 9.01. Any and all leases of any part of the Mortgaged Premises shall be subject in all respects to the prior approval of the Mortgagee, which approval shall not be unreasonably withheld. The Mortgagor shall submit to the Mortgagee certified copies of all future leases, which shall be in a form approved by the Mortgagee.

SECTION 9.02. The Mortgagor shall not modify, abridge or terminate (except for default by the tenant) any leases of any portion of the Mortgaged Premises nor shall any surrender thereof (except in accordance with the terms of the leases) be accepted by the Mortgagor without the prior written consent of the Mortgagee, nor shall the Mortgagor collect rent under any of said leases for more than one month in advance, (i) except upon the execution of a lease, provided that such advance rent in excess of one month's rent is to be applied to the rents at the beginning of the term of the lease or (ii) except as a security deposit to be applicable either against the rent due at the end of the term of the lease or repair of damages to the leased premises or to be refunded upon the expiration of the term thereof.

SECTION 9.03. At the option of the Mortgagee, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to any award in condemnation or insurance proceeds), to any and all leases of all or any part of the Mortgaged Premises upon the execution by the Mortgagee of a written unilateral declaration to

that effect, and recording thereof, at any time hereafter, in the official records of Lake County, Indiana.

SECTION 9.04. Every contract, written or oral, which the Mortgagor shall make with any broker or leasing agent with respect to the leasing or sale of the Mortgaged Premises or any part thereof, unless approved in writing by the Mortgagee prior to its execution, shall provide that the rights of such broker or agent to the commissions or other compensation payable thereunder shall be subject, subordinate and inferior to the rights of the Mortgagee, so that in the event of a sale of the Mortgaged Premises pursuant to the exercise by the Mortgagee of the rights and remedies of the Mortgagee hereunder or of the Mortgagee and the Banks under the Credit Agreement, as the case may be, the Mortgagee or the purchaser at such sale will be exonerated and discharged from all liability for the payment of any such commission or compensation.

SECTION 9.05. The Mortgagor covenants and agrees that no lease or any rentals under any lease, or any rents, issues or profits issuing from the Mortgaged Premises, shall be hereafter sold, assigned, transferred, mortgaged, pledged or otherwise disposed of or encumbered, except to the Mortgagee, whether by operation of Law or otherwise, without the prior written consent of the Mortgagee in each instance first had and obtained, and any attempt to do so shall be null and void.

SECTION 9.06. The Mortgagor will perform in all material respects the lessor's covenants under any existing or future lease affecting the Mortgaged Premises, or any part thereof, and neither do, nor neglect to do, nor permit to be done or left undone, anything, other than pursuing the enforcement of the terms of such leases in the exercise of the lessor's remedies thereunder following default on the part of any tenant in the performance of its prescribed obligations, which may cause the modification or termination of any said lease, or of the obligations of any tenant or any Person claiming through such tenant, or which may diminish or impair the value of any lease, or the rents provided for therein, or the interest of the lessor or of the Mortgagee therein or thereunder. The Mortgagor will not permit any assignment of any lease by the tenant thereunder or any subletting of all or any part of the premises demised by any lease without the prior written consent of the Mortgagee. Other than the Permitted Liens, the Mortgagor will not create or permit a Lien which may be or become superior to any lease affecting the Mortgaged Premises, or any part thereof without the prior written consent of the Mortgagee. The Mortgagor will give the Mortgagee prompt notice by certified mail, return receipt requested, of any notice of default received from any tenant of the Mortgaged Premises or any part thereof, or given by the Mortgagor to any tenant of the Mortgaged Premises or any part thereof.

ARTICLE 10
INDIANA

Damage Or Destruction

SECTION 10.01. In the case of casualty resulting in damage or destruction to the Mortgaged Premises, the Mortgagor shall promptly give written notice thereof to the Mortgagee.

SECTION 10.02. Unless the Mortgagee elects to apply insurance proceeds to reduce the Obligations secured hereby, regardless of the amount of any such damage or destruction, the Mortgagor shall at its sole cost and expense, and whether or not the insurance proceeds, if any, shall be sufficient for the purpose, restore, repair, replace, rebuild or alter the same as nearly as possible to its value, condition and character immediately prior to such damage or destruction or with such changes or alteration as may be made at the Mortgagor's election in conformity with and subject to the conditions of Article 6 hereof. Such restoration, repairs, replacements, rebuilding or alteration shall be commenced promptly and prosecuted with reasonable diligence. If (i) estimates received, and/or made, by the Mortgagee disclose that the cost of restoration would be in excess of the amount of insurance proceeds available therefor, or (ii) during the period of restoration by the Mortgagor the amount of the insurance proceeds shall not be sufficient to complete such restoration, then in either of such events, the Mortgagor shall deposit with the Mortgagee the amount required to complete such restoration or such other security as shall be reasonably satisfactory to the Mortgagee.

SECTION 10.03. Subject to the terms and conditions of Section 8.1.3 of the Credit Agreement, all proceeds of and payments under insurance policies with respect to any casualty event shall be paid to the Mortgagee and applied by the Mortgagee first to payment of the actual costs, fees and expenses, if any, incurred by the Mortgagee in connection with the adjustment of the loss and settlement with the insurance company. The remainder of such insurance proceeds shall be applied by the Mortgagee, at the sole discretion of the Mortgagee, either (i) in reduction of the Obligations secured by this Mortgage, principal and interest, as the Mortgagee may elect, or (ii) to the payment of the costs of the aforesaid restoration, repairs, replacement, rebuilding or alterations, including the cost of temporary repairs and the cost of protection of property pending the completion of permanent restoration, repairs, replacement, rebuilding or alterations (all of which temporary and permanent repairs, restoration, replacement, rebuilding, alterations and protection of property are hereinafter collectively referred to as the "Restoration").

SECTION 10.04. If under the provisions of this Article 10, insurance proceeds are to be applied to the cost of Restoration of the Mortgaged Premises, the Mortgagee shall hold such insurance proceeds, together with any amounts deposited with the Mortgagee pursuant to Section 10.02 hereof, and advance the same for application to the cost of the Restoration from time to time as the Restoration progresses. Such funds will be advanced upon the written request of the Mortgagor and upon the Mortgagor's compliance with such reasonable requirements therefor as the Mortgagee shall impose. Upon completion of all of the Restoration in a good and workmanlike manner and substantially in accordance with any plans and specifications therefor which the Mortgagee may have required, and upon receipt by the Mortgagee of evidence reasonably satisfactory to the Mortgagee that the Restoration has been completed and that the Mortgaged Premises is not and will not become subject to any mechanic's or materialmen's Liens on account of the Restoration or any part thereof, any balance of the insurance proceeds or sums deposited with the Mortgagee pursuant to Section 10.02 hereof and not applied to the cost of Restoration shall be applied to reduce the Obligations secured by this Mortgage, and any balance remaining after repayment of the Obligations shall be paid over to the Mortgagor.

SECTION 10.05. Notwithstanding any provision of this Article 10 to the contrary, if an Event of Default should occur or continue at any time during any Restoration of the Mortgaged Premises, the Mortgagee shall have no obligation to continue to apply insurance proceeds to the Restoration and may apply such insurance proceeds to reduction of the Obligations secured hereby.

SECTION 10.06. In no event shall the application to the obligation of the Mortgagor or, whether or not then due or payable, of any insurance proceeds postpone, abate or reduce any of the periodic installments of principal and interest thereafter to become due under the Notes or the Credit Agreement until the Obligations are satisfied. If the Mortgagee shall acquire title to the Mortgaged Premises either by virtue of a deed in lieu of foreclosure or a judicial sale thereof pursuant to proceedings under this Mortgage, the Credit Agreement or any other Loan Document, then all of the Mortgagor's estate, right, title and interest in and to all such policies, including unearned premiums thereon and the proceeds thereof, shall vest in the Mortgagee.

ARTICLE 11

Condemnation

SECTION 11.01. Subject to the terms and conditions of Section 8.1.3 of the Credit Agreement, the Mortgagor shall give the Mortgagee prompt notice of any actual or threatened commencement of condemnation proceedings or the exercise of the right of eminent domain. In the event that the Mortgaged Premises, or any part thereof, shall be taken in condemnation proceedings or by exercise of any right of eminent domain (hereinafter called collectively, "Condemnation Proceedings"), the Mortgagee may on behalf of the Mortgagor participate in any such Condemnation Proceedings and may on behalf of and with the concurrence of the Mortgagor adjust, contest, accept, reject or compromise any proposed award and collect and, without the concurrence of the Mortgagor, may receive the proceeds thereof and endorse drafts, and the Mortgagee is hereby irrevocably appointed attorney-in-fact of the Mortgagor for such purposes, such power being coupled with an interest. The decision of the Mortgagee with regard to the adjustment, contest, acceptance, rejection or compromise of any proposed award issued in connection with any Condemnation Proceedings shall be binding upon the Mortgagor. The award that may be made in any such proceeding or the proceeds thereof shall be deposited with the Mortgagee and distributed in the manner set forth in Section 8.1.3 of the Credit Agreement and this Article 11. The parties agree to execute any and all further documents that may be required in order to facilitate collection of any award or awards and the making of any such deposit with the Mortgagee.

SECTION 11.02. Subject to the terms and conditions of Section 8.1.3 of the Credit Agreement, if at any time during the term of this Mortgage title to the whole or materially all of the Mortgaged Premises shall be taken in Condemnation Proceedings, the Mortgagee shall apply such award or proceeds which it receives pursuant to Section 11.01 hereof to payment of the Obligations secured by this Mortgage and any balance then remaining shall be paid to the Mortgagor as its interest may appear. In the event that the amount of the award or proceeds received by the Mortgagee shall not be sufficient to pay the then unpaid principal balance of the Obligations, with the accrued interest thereon, and any other sums secured by this Mortgage, the

Mortgagor shall, within ten (10) days after the application of the award or proceeds as aforesaid, pay such deficiency to the Mortgagee. For the purposes of this Section 11.02 "materially all of the Mortgaged Premises" shall be deemed to have been taken if the portion of the Mortgaged Premises taken shall preclude, in the Mortgagee's sole judgment, the effective use of the Mortgaged Premises as an economically viable unit for the purposes permitted by Article 8 hereof.

SECTION 11.03. Subject to the terms and conditions of Section 8.1.3 of the Credit Agreement, if at any time during the term of this Mortgage title to less than the whole or materially all of the Mortgaged Premises shall be taken as aforesaid, all of the award or proceeds collected by the Mortgagee pursuant to Section 11.01 hereof, shall, at the option of the Mortgagee, (i) be applied to reduce the Obligations secured by this Mortgage or (ii) be held by the Mortgagee and applied and paid over toward the cost of demolition, repair and restoration, substantially in the same manner and subject to the same conditions as those provided in Article 10 hereof with respect to insurance and other monies. Any balance remaining in the hands of the Mortgagee after payment of such costs of demolition, repair and restoration shall be retained by the Mortgagee and applied in reduction of the Obligations secured by the Mortgage. In the event that the costs of such demolition, repairs and restoration shall exceed the net amount collected by the Mortgagee, the Mortgagor shall pay the deficiency.

SECTION 11.04. If at any time during the term of this Mortgage the temporary use of the whole or any part of the Mortgaged Premises shall be taken in Condemnation Proceedings, all of the award or proceeds collected by the Mortgagee pursuant to Section 11.01 hereof shall be held by the Mortgagee and applied by the Mortgagee toward the payment of the interest payments or of the payments of principal and interest due on the Obligations secured by this Mortgage and such other sums as are due to the Mortgagee and the Banks under the Credit Agreement, the Notes and this Mortgage, until such time as the Obligations secured by this Mortgage and such other sums as are due to the Mortgagee and the Banks under the Credit Agreement, the Notes and this Mortgage are completely satisfied and paid, except that, if such taking by Condemnation Proceedings results in changes and alterations to the Mortgaged Premises or any part thereof which would necessitate an expenditure to restore the Mortgaged Premises or any part thereof to its former condition, then such portion of the award or proceeds as in the Mortgagee's reasonable estimation shall be necessary to cover the cost of restoration shall at the option of the Mortgagee be retained by the Mortgagee, without application as aforesaid, and be applied and paid over toward the restoration of the Mortgaged Premises, or any part thereof, to its former condition in substantially the same manner and subject to the same conditions as those provided in Article 10 hereof with respect to insurance and other monies. In the event that the costs of such restoration shall exceed the net amount collected by the Mortgagee, the Mortgagor shall pay the deficiency.

SECTION 11.05. Subject to the terms and conditions of Section 8.1.3 of the Credit Agreement, any award for compensation made in Condemnation Proceedings for consequential damages or for the taking of rights in, under and above the streets adjoining such Mortgaged Premises, or the rights and benefits of light, air or access to said streets, or for the taking of space, or rights therein, below the surface of, or above, the Mortgaged Premises, shall be paid over to and received by the Mortgagee. Such awards or compensation shall at the option of the Mortgagee be either applied to the reduction of the Obligations secured hereby, or paid

over toward the cost of such demolition, repair and restoration of the Mortgaged Premises as shall be necessitated by such taking, substantially in the same manner and subject to the same conditions as those provided in Article 10 hereof with respect to insurance and other monies, and any balance remaining in the hands of the Mortgagee shall be retained by the Mortgagee, and applied in reduction of the Obligations secured by this Mortgage in the same manner as provided in Section 11.03 with respect to the balance of the award or awards therein referred to.

SECTION 11.06. In the case of any taking covered by the provisions of this Article 11, the Mortgagor and the Mortgagee (to the extent that the Mortgagee has not been reimbursed therefor by the Mortgagor) shall be entitled as a first priority to reimbursement out of any award or awards for all reasonable costs, fees, reimbursements to the Mortgagee and expenses incurred in the determination and collection of any such awards.

SECTION 11.07. Notwithstanding any taking by Condemnation Proceeding, the Mortgagor shall continue to pay interest on the entire principal sum secured by this Mortgage at the rates provided in the Credit Agreement until any such award or payment shall have been actually received by the Mortgagee and applied to the principal sum as provided in this Article 11, if it is to be so applied under this Article 11. Any reduction in the principal sum resulting from the Mortgagee's application of such award or payment, as hereinafter set forth shall be deemed to take effect only on the date of such application. If, prior to the Mortgagee's receipt of such award or payment, the Mortgaged Premises shall have been sold to the Mortgagee or its nominee on foreclosure of this Mortgage, the Mortgagee shall have the right to receive and retain the entire award or payment.

SECTION 11.08. In no event shall the application to the Obligations secured hereby of any payment to the Mortgagee pursuant to this Article 11 postpone, abate or reduce any of the periodic installments of principal or interest thereafter to become due under the Credit Agreement and the Notes until the Obligations are satisfied.

ARTICLE 12

Notices

SECTION 12.01. All notices, requests, demands, directions and other communications under the provisions of this Mortgage must be in writing (including telexed or telecopied communication) unless otherwise expressly permitted under this Mortgage and must be sent by first-class or first-class express mail, private overnight or next Business Day courier or by telex or telecopy with confirmation in writing mailed first class, in all cases with charges prepaid, and any such properly given notice will be effective when received. All notices will be sent to the applicable party at the addresses stated below or in accordance with the last unrevoked written direction from such party to the other parties.

If to the Mortgagor: Resco Products, Inc.
Penn Center West Two
Suite 430
Pittsburgh, Pennsylvania 15276
Attention: Timothy Powell, Vice President and CFO

and a copy to: Duane Morris LLP
One Liberty Place
Philadelphia, Pennsylvania 19103-7396
Attention: Thomas G. Spencer, Esquire

If to the Mortgagee: PNC Bank, National Association
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222
Attention: Troy Brown

and a copy to: Thorp Reed & Armstrong, LLP
One Oxford Center
301 Grant Street, 14th Floor
Pittsburgh, Pennsylvania 15219-1425
Attention: Jeffrey J. Conn, Esquire

SECTION 12.02. Except as provided in Section 12.01 hereof, if at any time during the term of this Mortgage more than one Person shall be the owner of the Mortgaged Premises, then any notices, demands or requests given by the Mortgagee to any one of such Persons shall be deemed to have been duly given to the Mortgagor for all purposes under this Mortgage, and any notices, demands or requests given by any one of such Persons owning the Mortgaged Premises to the Mortgagee shall be deemed to have been duly given by the Mortgagor for all purposes under this Mortgage, it being the intention that each Person owning the Mortgaged Premises irrevocably designates all other such Persons as his, her or its agent for the purpose of giving and receiving all notices, demands and requests required to be given or received under the provisions of this Mortgage.

ARTICLE 13

Credit Agreement Future Advances

SECTION 13.01. This Mortgage is subject in all respects to the terms and provisions of the Credit Agreement, as now in force and as hereafter amended, supplemented or modified, which is incorporated herein by reference. To the extent of any inconsistency between the terms of the Credit Agreement and this Mortgage, the terms of the Credit Agreement shall control. All Obligations arising and accruing from time to time under the Notes, the Credit Agreement and the other Loan Documents shall be secured hereby to the same extent as though the Credit Agreement was fully incorporated in this Mortgage. Under the Credit Agreement, advances of proceeds of the Notes may be made from time to time hereafter, but each such advance shall be secured hereby as if made on the date hereof.

ARTICLE 14

Events of Default and Remedies

SECTION 14.01. Upon the occurrence of an Event of Default under the Credit Agreement, the entire Obligations may become immediately due and payable (i) upon demand of the Mortgagee, at the Mortgagee's and the Banks' option or (ii) automatically without notice or demand in accordance with the Credit Agreement. In any such event, the Mortgagee may forthwith, and without further delay undertake any one or more of the following:

(a) Foreclosure. Institute an action of mortgage foreclosure, or take such other action as the Law may allow, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the Obligations, with interest, at the rates and pursuant to the methods of calculation specified in the Credit Agreement and this Mortgage to the date of default and thereafter at the rates provided in the Credit Agreement, together with all other sums secured by this Mortgage, all costs of suit, interest at the rates specified in the Credit Agreement on any judgment obtained by the Mortgagee from and after the date of any Sheriff's Sale of the Mortgaged Premises (which may be sold, subject to all applicable Laws, in one parcel or in such parcels, manner or order as the Mortgagee shall elect) until actual payment is made by the Sheriff of the full amount due the Mortgagee, and a reasonable attorneys' commission for collection, without further stay, any Law, usage or custom to the contrary notwithstanding;

(b) Entry. The Mortgagee personally, or by its agents or attorneys, may enter into and upon all or any part of the Mortgaged Premises, and each and every part thereof, and may exclude the Mortgagor, its agents and servants wholly therefrom without liability for trespass, damages or otherwise and the Mortgagor agrees to surrender possession to the Mortgagee on demand after the happening of any Event of Default; and having and holding the same, may use, operate, manage and control the Mortgaged Premises and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Mortgagee, at the expense of the Mortgaged Premises, from time to time, either by purchase, repairs or construction, may maintain and restore the Mortgaged Premises, whereof it shall become possessed as aforesaid, may complete the renovation of the buildings, structures and improvements and in the course of such completion may make such changes in the contemplated or completed buildings, structures and improvements as it may deem desirable and may insure the same; and likewise, from time to time, at the expense of the Mortgaged Premises, the Mortgagee may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as it may deem advisable; and in every such case the Mortgagee shall have the right to manage and operate the Mortgaged Premises and to carry on the business thereof and exercise all rights and powers of the Mortgagor with respect thereto either in the name of the Mortgagor or otherwise as it shall deem best; and the Mortgagee shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Mortgaged Premises and every part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance

and prior or other proper charges upon the Mortgaged Premises or any part thereof, as well as just and reasonable compensation for the services of the Mortgagee and for all attorneys, counsel, agents, clerks, servants and other employees properly engaged and employed by the Mortgagee, the Mortgagee shall apply the moneys arising as aforesaid, first, to the payment of the Obligations evidenced by the Notes, whether on account of principal or interest or otherwise as the Mortgagee and the Banks, in their sole discretion may elect and second, to the payment of any other sums required to be paid by the Mortgagor under this Mortgage, the Credit Agreement or any other Loan Document.

(c) Receivership. Have a receiver appointed to enter into possession of the Mortgaged Premises, collect the earnings, revenues, rents, issues, profits and income therefrom and apply the same as the court may direct. The Mortgagee shall be entitled to the appointment of a receiver without the necessity of proving either the inadequacy of the security or the insolvency of the Mortgagor or any other Person who may be legally or equitably liable to pay moneys secured hereby and the Mortgagor and each such Person shall be deemed to have waived such proof and to have consented to the appointment of such receiver. Should the Mortgagee or any receiver collect earnings, revenues, rents, issues, profits or income from the Mortgaged Premises, the moneys so collected shall not be substituted for payment of the Obligations secured hereby and can only be used to cure the default, with the prior written consent of the Mortgagee, when such moneys have been applied to payments of the principal, and interest thereon, and only after a sufficient amount of time has passed so as to prevent the disgorgement or forfeiture of such moneys by the Mortgagee pursuant to any state or federal insolvency or bankruptcy Law. The Mortgagee shall be liable to account only for earnings, revenues, rents, issues, profits and income actually received by the Mortgagee.

(d) Sale of Personal Property. The Mortgagee shall have such rights and remedies in respect of so much of the Mortgaged Premises as may, under applicable Law, be personal property, or any part thereof, as are provided by the Uniform Commercial Code and such other rights and remedies in respect thereof which it may have at law or in equity or under this Mortgage, including without limitation the right to take possession of the Mortgaged Premises wherever located and to sell all or any portion thereof at public or private sale, without prior notice to the Mortgagor, except as otherwise required by Law (and if notice is required by Law, after ten (10) days prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as the Mortgagee in its sole discretion may determine. The Mortgagee shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by the Mortgagee in connection with such sale or collection, including reasonable attorney's fees and legal expenses, second to the payment of the Obligations, whether on account of principal or interest or otherwise as the Mortgagee in its sole discretion may elect, and then to pay the balance, if any, as required by Law. Upon the occurrence of any Event of Default, the Mortgagor, upon demand by the Mortgagee, shall promptly assemble any equipment and fixtures included in the Mortgaged Premises and make them available to the Mortgagee at a place to be designated by the Mortgagee, which shall be reasonably convenient to the Mortgagee and the Mortgagor.

(e) Sale of the Mortgaged Premises. The Mortgagee may sell any of the Mortgaged Premises, not specifically designated as personal property and subject to subparagraph (4) above, in such a manner as it deems appropriate and in accordance with any

applicable Law. The Mortgagee shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by the Mortgagee in connection with such sale or collection, including reasonable attorneys' fees and legal expenses, second to the payment of the Obligations, whether on account of principal or interest or otherwise as the Mortgagee in its sole discretion may elect, and then to pay the balance, if any, as required by Law.

SECTION 14.02. Upon the occurrence of an Event of Default hereunder, the Mortgagee in pursuance of the foregoing remedies, or in addition thereto, (a) shall be entitled to resort to its several securities for the payment of the sums secured hereby in such order and manner as the Mortgagee may think fit without impairing the Mortgagee's Lien in, or rights to, any of such securities and without affecting the liability of any Person for the sums secured hereby, except to the extent that the Obligations secured hereby shall have been reduced by the actual monetary consideration, if any, received by the Mortgagee from the proceeds of such security; (b) may, in the Mortgagee's sole discretion, release for such consideration, or none, as the Mortgagee may require, any portion of the Mortgaged Premises without, as to the remainder of the security, in anywise impairing or affecting the Lien of this Mortgage, or the priority thereof, or improving the position of the holder of any subordinate Lien with respect thereto, except to the extent that the Obligations secured hereby shall have been reduced by the actual monetary consideration, if any, received by the Mortgagee for such release; and/or (c) may accept the assignment or pledge of any other property in place thereof as the Mortgagee may require without being accountable for so doing to any other lienor.

SECTION 14.03. The Mortgagor hereby waives and releases (a) all errors, defects and imperfections in any proceedings instituted by the Mortgagee under this Mortgage, (b) all benefit that might accrue to the Mortgagor by virtue of any present or future Laws exempting the Mortgaged Premises, or any part of the proceeds arising from any sale thereof, from attachment, levy or sale under execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment, (c) all benefits that might accrue to the Mortgagor from requiring valuation or appraisal of any part of the Mortgaged Premises levied or sold on execution of any judgment recovered for the Obligations secured hereby, and (d) all notices not herein elsewhere specifically required, of the Mortgagor's default or of the Mortgagee's exercise, or election to exercise, any option under this Mortgage. The Mortgagor further agrees to waive the issuance and service of process and enter its voluntary appearance in any action, suit or proceeding brought in connection with any Event of Default and if required by the Mortgagee, to consent to the appointment of a receiver or receivers of the Mortgaged Premises and of all the earnings, revenues, rents, issues, profits and income thereof. The Mortgagor will not at any time insist upon, or plead, or in any manner whatever, claim or take any benefit or advantage of any right under any statute heretofore or hereafter enacted to redeem the property so sold, or any part thereof, and the Mortgagor hereby expressly waives all benefit or advantage of any such Law or Laws, and covenants not to hinder, delay or impede the execution of any power herein granted or delegated to the Mortgagee, but to suffer and permit the execution of every power as though no such Law or Laws had been made or enacted. The Mortgagor, for itself and all who may claim under it, waives, to the extent that it lawfully may, all right to have the Mortgaged Premises marshaled upon any foreclosure hereof.

SECTION 14.04. In the event of any breach or threatened breach by the Mortgagor of any of the covenants, agreements, terms or conditions contained in this Mortgage,

the Mortgagee shall be entitled to enjoin such breach or threatened breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though other remedies were not provided for in this Mortgage.

SECTION 14.05. No recovery of any judgment by the Mortgagee and no levy of an execution under any judgment upon the Mortgaged Premises or upon any other property of the Mortgagor shall affect in any matter or to any extent, the Lien of this Mortgage upon the Mortgaged Premises or any part thereof, or any Liens, rights, powers or remedies of the Mortgagee hereunder, but such Liens, rights, powers and remedies of the Mortgagee shall continue unimpaired as before.

SECTION 14.06. In the event that the Mortgagee shall have the right to foreclose this Mortgage, the Mortgagor authorizes the Mortgagee at its option to foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Premises, and the failure to make any such tenants parties to any such foreclosure proceeding and to foreclose their rights will not be asserted by the Mortgagor as a defense to any proceeding instituted by the Mortgagee to collect the Obligations secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Premises.

ARTICLE 15

Non-Waiver, Etc.

SECTION 15.01. Any failure by the Mortgagee to insist upon the strict performance by the Mortgagor of any of the terms, covenants, agreements, conditions and provisions hereof shall not be deemed to be a waiver of any of the terms, covenants, agreements, conditions, promises and provisions hereof, and the Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Mortgagor of any and all of the terms, covenants, agreements, conditions, promises and provisions of this Mortgage to be performed by the Mortgagor. No covenant, agreement, provision, term or condition of this Mortgage to be performed or complied with by the Mortgagor, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Mortgagee. Neither the Mortgagor nor any other Person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of the Mortgagee to comply with any request of the Mortgagor or of any other Person so obligated to take action to foreclose this Mortgage or otherwise enforce any of the provisions of this Mortgage or of any of the Obligations secured by this Mortgage, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the Obligations, or by reason of any agreement or stipulation between any subsequent owner or owners of the Mortgaged Premises and the Mortgagee extending the time of payment or modifying the terms of the Credit Agreement, the Notes or this Mortgage without first having obtained the consent of the Mortgagor or such other Person, and in the latter event, the Mortgagor and all such other Persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by the Mortgagee. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Mortgaged Premises, the Mortgagee may release the obligation of anyone at any time liable for

any of the Obligations secured by this Mortgage or any part of the security held for the Obligations and may extend the time of payment or otherwise modify the terms of the Credit Agreement or this Mortgage, or both, without, as to the security or the remainder thereof, in anywise impairing or affecting the Lien of this Mortgage or the priority of such Lien, as security for the payment of the Obligations as it may be so extended or modified, over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any lease affecting the Mortgaged Premises whether or not such lease be subordinate to this Mortgage. For the payment of the Obligations secured hereby, the Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as the Mortgagee may elect.

SECTION 15.02. If any term or provision of this Mortgage or the application thereof to any Person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Mortgage, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Mortgage shall be valid and shall be enforced to the fullest extent permitted by Law.

SECTION 15.03. Any act to be performed by the Mortgagor under this Mortgage, the Credit Agreement or any other Loan Document shall be performed by the Mortgagor at the Mortgagor's sole cost and expense.

SECTION 15.04. If the Mortgagor fails (i) to pay any Impositions when and as required by Article 2 hereof, (ii) to procure, pay for and deliver to the Mortgagee any policy or policies of insurance when and as required by Article 3 hereof, (iii) to maintain, protect, restore or repair the Mortgaged Premises as required by Article 4 hereof, (iv) to pay and discharge any Lien when and as required by Article 7 hereof, or (v) to fully and timely perform any other obligation of the Mortgagor hereunder, under the Credit Agreement or under any of the other Loan Documents, the Mortgagee shall be under no obligation to take action to correct such failures. However, at its option, the Mortgagee may take such action and expend such sums as the Mortgagee reasonably deems necessary to correct such failures or any consequences thereof, but such action or payment by the Mortgagee shall not constitute a waiver by the Mortgagee of the performance of said act, and the Mortgagee may declare the Mortgagor's failure to perform such act an Event of Default notwithstanding the Mortgagee's having undertaken the performance of the act. The Mortgagor will repay to the Mortgagee promptly upon demand any amounts expended by the Mortgagee to correct such failure or any consequences thereof, and all expenses of the Mortgagee in taking such action, with interest at the default rate set forth in the Credit Agreement from the incurring of such expense or the making of such payment, as the case may be. The payment of such amounts to the Mortgagee shall be secured by this Mortgage.

ARTICLE 16

General Covenants

SECTION 16.01. The Mortgagor represents and warrants that this Mortgage constitutes a legal, valid and binding obligation of the Mortgagor, enforceable in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, insolvency,

reorganization, moratorium or similar Laws affecting the enforceability of creditors' rights generally or limiting the right of specific performance.

SECTION 16.02. The Mortgagor, within ten (10) days after request by writing, will furnish a duly acknowledged written statement in form reasonably satisfactory to the Mortgagee setting forth the amount of the Obligations then secured by this Mortgage, and stating either that no offsets or defenses then exist against such Obligations, or if such offsets or defenses are alleged to exist, the nature and extent thereof.

SECTION 16.03. In the event of any sale under this Mortgage by virtue of judicial proceedings, the Mortgaged Premises may be sold, subject to all applicable Laws, in one parcel and as an entirety or in such parcels, manner or order as the Mortgagee in its sole discretion may elect.

SECTION 16.04. The Mortgagor shall promptly pay upon request all expenses and costs incurred by the Mortgagee, including reasonable attorneys' fees, together with interest thereon at the rate of interest accruing after an Event of Default as set forth in the Credit Agreement from the date of the payment thereof by the Mortgagee, in connection with any action, proceeding, litigation or claim instituted or asserted by or against the Mortgagee or in which the Mortgagee becomes engaged, including without limitation bankruptcy, reorganization, arrangements, receivership or similar proceedings, wherein it becomes necessary in the opinion of the Mortgagee to protect the Mortgagee's interest in the Mortgaged Premises or the security afforded hereby, or to defend or uphold the Lien of this Mortgage, or the validity or effectiveness of any assignment of any claim, award, payment, property damage insurance policy or any other right or property conveyed, encumbered or assigned by the Mortgagor to the Mortgagee hereunder, or the priority of any of the same, and all such expenses and costs, and said interest thereon, shall be added to and become part of the Obligations and be secured in all respects hereby as if part of the original Obligations evidenced by the Notes; provided, however, that in any action to foreclose this Mortgage or to recover or collect the sums due hereunder the provisions of Law and of this Mortgage relative to the recovery of costs, disbursements, commissions, allowances and attorneys' fees, shall prevail unaffected by this Section 16.04.

SECTION 16.05. In the event of the passage after the date of this Mortgage of any Law of the State of Indiana, deducting from the value of the Mortgaged Premises for the purpose of taxation any Lien thereon, or changing in any way the Laws now in force for the taxation of mortgages, or debts secured thereby, for state or local purposes, or the manner of the operation of any such taxes so as to affect the interest of the Mortgagee, then and in such event, the Mortgagor shall bear and pay the full amount of such taxes.

SECTION 16.06. This Mortgage creates a security interest in the Fixtures and other personalty referred to above and, to the extent that any such Fixtures shall not be deemed to be part of the real estate, shall constitute a security agreement under the Uniform Commercial Code. The Mortgagor agrees to pay to the Mortgagee on demand all costs and expenses incurred by the Mortgagee in connection with the preparation, execution, recording, filing and refiling of any instrument or document which the Mortgagee may reasonably require in order to perfect and maintain the Mortgagee's security interest under the Uniform Commercial Code upon such collateral, including the charges for examining title and the attorneys' fee for rendering an

opinion as to the priority of this Mortgage as a valid and subsisting first Lien. Such costs and expenses shall be paid with interest at the rates provided in the Credit Agreement from the date of payment, and the same shall be secured by this Mortgage. Neither a request made by the Mortgagee to the Mortgagor to execute any instrument or document to perfect or maintain the Mortgagee's security interest nor the failure of the Mortgagee to make such a request shall be construed as a release of such collateral or any part thereof from the Lien of and security interest granted by this Mortgage, it being understood and agreed that this covenant and any such security delivered to the Mortgagee are cumulative and given as additional security. The Mortgagor will execute and deliver to the Mortgagee within five (5) days after demand and, failing such execution and delivery, hereby irrevocably appoints the Mortgagee or any officer of the Mortgagee the attorney-in-fact of the Mortgagor to execute, deliver and file, such financing statements and other instruments as the Mortgagee may reasonably require in order to perfect and maintain such security interest under the Uniform Commercial Code upon the aforesaid collateral, such power being coupled with an interest.

SECTION 16.07. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgagor" or "Mortgagors" shall mean each of the parties executing this instrument, individually, collectively and jointly and severally, their successors and assigns or any subsequent owner or owners of the Mortgaged Premises, the word "Mortgagee" shall mean the party to whom this Mortgage is given or any subsequent holder or holders of this Mortgage; the singular shall include the plural and the plural the singular; the masculine or feminine or neuter gender shall each include the other genders.

SECTION 16.08. This Mortgage cannot be changed except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

SECTION 16.09. The captions of this Mortgage are for convenience and reference only and in no way define, limit or describe the scope or intent of this Mortgage nor in any way affect this Mortgage.

SECTION 16.10. This Mortgage shall be construed and enforced in accordance with the Laws of the State of Indiana, without regard to the principles of conflicts of laws thereof.

SECTION 16.11. The Mortgagor shall, at its sole cost and expense, promptly upon request of the Mortgagee: (a) do all acts and things including, but not limited to, the execution and delivery of any further deeds, conveyances, mortgages, assignments and further assurances, deemed necessary by the Mortgagee, to establish, confirm, maintain and continue the Lien created and intended to be created hereby, all assignments made or intended to be made pursuant hereto, and all other rights and benefits conferred or intended to be conferred on the Mortgagee hereby, and the Mortgagor shall pay all costs incurred by the Mortgagee in connection therewith, including all filing and recording costs, cost of searches, and reasonable counsel fees incurred by the Mortgagee; and (b) furnish the Mortgagee with a written certification signed by the Mortgagor, as to all then existing leases covering any part of the Mortgaged Premises, the names of the tenants, the rents payable thereunder and the dates to which such rents are paid, together with executed copies of all such leases.

SECTION 16.12. The Mortgagor covenants and warrants that the execution and delivery of and the carrying out of the transactions contemplated by this Mortgage, the execution and delivery of the Credit Agreement, the Notes, this Mortgage and the other Loan Documents, and the performance and observance of the terms, covenants, agreements and provisions of all of the foregoing, will not conflict with or result in a breach of the terms or provisions of any existing Law.

ARTICLE 17

Transfer of Mortgaged Premises

SECTION 17.01. The Mortgagor shall not, without the written consent of the Mortgagee, (a) transfer (whether by operation of Law or otherwise) the Mortgagor's interest in the Mortgaged Premises, or any part thereof (except for leases approved in accordance with Section 9.01 hereof and as otherwise permitted by the terms of the Credit Agreement); or (b) other than Permitted Liens, permit Liens inferior to the Lien of this Mortgage upon the Mortgaged Premises or any part thereof.

SECTION 17.02. If the Mortgagee is willing to consent to a transfer of the benefits of this Mortgage, the Mortgagee may impose conditions for such consent, including, without limitation, requirements that the purchaser meet the Mortgagee's then existing credit and other standards with respect to similar such loans, that the purchaser specifically assume the obligations to be performed by the Mortgagor under this Mortgage, that fees be paid to the Mortgagee at the time of the transfer, that the interest rate be increased, that new title insurance be obtained, that new financing statements be filed, that purchaser agree to restrictions on further transfers, or that endorsements to existing policies or new hazard insurance policies be obtained.

ARTICLE 18

Open-End Mortgage/Future Advances

SECTION 18.01. Notwithstanding anything contained in this Mortgage or the other Loan Documents to the contrary, this Mortgage shall secure: (i) the principal amount of the Notes and future advances in the aggregate maximum principal amount of Thirty Million and 00/100 Dollars (\$30,000,000.00), exclusive of any items described in (ii) below, including any additional advances made from time to time after the date hereof pursuant to the Loan Documents whether made as part of the Obligations secured hereby, made at the option of the Mortgagee, made after a reduction to a zero (0) or other balance, or made otherwise, (ii) all other amounts payable by the Mortgagor, or advanced by the Mortgagee for the account, or on behalf of the Mortgagor, pursuant to the Loan Documents, including but not limited to, costs, and attorney's fees incurred by the Mortgagee by reason of the occurrence of an Event of Default by the Mortgagor under this Mortgage or any of the other Loan Documents, and amounts advanced with respect to the Mortgaged Premises for the payment of taxes, assessments, insurance premiums and other costs and impositions incurred for the protection of the Mortgaged Premises to the same extent as if the future obligations and advances were made on the date of execution of this Mortgage; and (iii) future modifications, extensions, and renewals of any Loan Documents or Obligations. Pursuant to Ind. Code 32-29-1-10, the Lien of this Mortgage with

respect to any future advances, modifications, extensions, and renewals referred to herein and made from time to time shall have the same priority to which this Mortgage otherwise would be entitled as of the date this Mortgage is executed and recorded without regard to the fact that any such future advance, modification, extension, or renewal may occur after this Mortgage is executed.

PROVIDED ALWAYS, that if the Mortgagor shall pay to the Mortgagee all Obligations secured by this Mortgage in accordance with the terms and conditions of the Credit Agreement and shall keep, observe, perform and comply with all of the provisions of this Mortgage, the Credit Agreement and the other Loan Documents to be kept, observed, performed or complied with by the Mortgagor, then, this Mortgage and the estate and interest hereby granted shall cease and have no further effect; and in such case, the Mortgagee, on demand of and at the sole cost and expense of the Mortgagor, shall execute proper instruments in recordable form acknowledging satisfaction and discharge of this Mortgage and shall release or assign all of the Mortgagee's right, title and interest in, to and of the Mortgaged Premises, including the assignment by the Mortgagor of all of its right, title and interest in, to and of all current or future leases covering all or any part of the Mortgaged Premises and in the rents thereunder, and shall deliver to the Mortgagor any other property then pledged to and held by the Mortgagee pursuant to the terms of this Mortgage and the Credit Agreement, including all policies of title, fire and property damage insurance theretofore furnished or assigned to the Mortgagee and any monies not theretofore applied by the Mortgagee in accordance with the Credit Agreement, this Mortgage or the other Loan Documents.

**Document is
NOT OFFICIAL!**

ARTICLE 19

**This Document is the property of
the Lake County Recorder!**
State Specific Provisions

SECTION 19.01. Notwithstanding anything to the contrary contained in this Mortgage, in the event of any conflict or inconsistency between the provisions of this Section 19.01 and the other provisions of this Mortgage, the provisions of this Section 19.01 will govern.

(a) Terms used in this Section 19.01 that are not otherwise defined herein are given the same meaning as set forth in this Mortgage. For this Section 19.01 only, the following terms and references shall have the meanings set forth below:

(i) "Applicable Law" means statutory and case law in the State, including, but not by way of limitation, Mortgage Foreclosure Actions, Ind. Code 32-30-10, Receiverships, Ind. Code 32-30-5, and the Uniform Commercial Code - Secured Transactions, Ind. Code 26-1-9.1 (the "UCC"), as amended, modified and/or recodified from time to time; provided, however, if by reason of mandatory provisions of law, the perfection, the effect of perfection or nonperfection, and the priority of a security interests in any Personal Property are governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to perfection, effect of perfection or non-perfection, and the priority of the security interests in any such Personal Property.

(ii) "County" means the County in the State in which the Mortgaged Premises is located.

(iii) "Disclosure Law" means the Indiana Responsible Property Transfer Law, Ind. Code 13-25-3-1 et seq.

(iv) "Environmental Law" includes, without limitation, "Environmental Management Laws" as defined in Ind. Code 13-11-2-71.

(v) "Personal Property" means all that property included within the term "Mortgaged Premises" which might otherwise be deemed personal property under the UCC, together with all cash and non-cash proceeds of such personal property.

(vi) "State" means the State of Indiana.

(b) Mortgagor hereby represents and warrants to Mortgagee that Mortgagor has complied, or will comply, with the Disclosure Law by (1) the completion and delivery to Mortgagee of a disclosure document in the form required by the Disclosure Law (the "Disclosure Document"), (2) the timely recording of the Disclosure Documents in the Office of the Recorder of the County in which the Mortgaged Premises is located, and (3) the timely filing of the Disclosure Document in the Office of the Indiana Department of Environmental Management; or Mortgagor has determined after diligent investigation, and Mortgagor hereby certifies to Mortgagee, that the Mortgaged Premises does not constitute "property" under the Disclosure Law, and therefore, delivery, filing and recording of a Disclosure Document is not required, because:

(i) the Mortgaged Premises does not contain one (1) or more facilities that are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. 11022);

(ii) the Mortgaged Premises is not the site of one (1) or more underground storage tanks for which notification is required under: (A) 42 U.S.C. 6991(a) and (B) Ind. Code 13-23-1-2(c)(8)(A); or

(iii) the Mortgaged Premises is not listed in the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U.S.C. 9616).

(c) Notwithstanding anything in this Mortgage, the Notes or the other Loan Documents to the contrary, Mortgagee shall be entitled to all rights and remedies that a mortgagee would have under Applicable Law. In the event of any inconsistency between the provisions of this Mortgage and the provisions of Applicable Law, the provisions of Applicable Law shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provisions of this Mortgage that can be construed in a manner consistent with Applicable Law. Conversely, if any provision of this Mortgage shall grant to Mortgagee any rights or remedies upon default of the Mortgagor which are more limited than the rights or remedies that would otherwise be vested in this Mortgage under Applicable Law in the absence of said provision, Mortgagee shall be vested with the rights and remedies granted under

Applicable Law. Notwithstanding any provision in this Mortgage relating to a power of sale or other provision for sale of the Mortgaged Premises upon an Event of Default other than under a judicial proceeding, any sale of the Mortgaged Premises pursuant to this Mortgage will be made through a judicial proceeding, except as otherwise may be permitted under the UCC.

(d) To the extent Applicable Law limits: (i) the availability of the exercise of any of the remedies set forth in this Mortgage, including without limitation the remedies involving a power of sale on the part of Mortgagee and the right of Mortgagee to exercise self-help in connection with the enforcement of the terms of this Mortgage, or (ii) the enforcement of waivers and indemnities made by Mortgagor, such remedies, waivers, or indemnities shall be exercisable or enforceable, any provisions in this Mortgage to the contrary notwithstanding, if, and to the extent, permitted by the Laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to whether such remedies, waivers or indemnities were enforceable at the time of the execution and delivery of this Mortgage.

(e) Anything contained in Ind. Code. 32-29-7-5 to the contrary notwithstanding, no waiver made by Mortgagor in this Mortgage, the Notes or in any of the other terms and provisions of the Loan Documents shall constitute the consideration for or be deemed to be a waiver or release by Mortgagee or any judgment holder of the Obligations secured by this Mortgage of the right to seek a deficiency judgment against the Mortgagor or any other person or entity who may be personally liable for the Obligations, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Mortgagee for its own behalf and its successors and assigns.

(f) Without limiting the scope of the assignment of rents contained in this Mortgage, the assignment of rents set forth herein shall constitute an assignment of rents as set forth in Ind. Code 32-21-4-2 and thereby creates, and Mortgagor hereby grants to Mortgagee, a security interest in the rents that will be perfected upon the recording of this Mortgage.

(g) Mortgagor acknowledges and agrees that the Obligations are secured by the Mortgaged Premises and various other collateral including, without limitation, at the time of execution of this Mortgage certain Personal Property of Mortgagor and other parties described in the Loan Documents. Mortgagor specifically acknowledges and agrees that the Mortgaged Premises, in and of itself, if foreclosed or realized upon may not be sufficient to satisfy the outstanding amount of the Obligations. Accordingly, Mortgagor acknowledges that it is in Mortgagor's contemplation that the other collateral pledged to secure the Obligations may be pursued by Mortgagee in separate proceedings in the various states and counties where such collateral may be located and additionally that Mortgagor and other parties liable for payment of the Obligations will remain liable for any deficiency judgments in addition to any amounts Mortgagee may realize on sales of other property or any other collateral given as security for the Obligations. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Mortgage, that the Notes evidencing the Obligations shall not be deemed merged into any judgment of foreclosure, but shall rather remain outstanding to the fullest extent permitted by Applicable Law. It is the further intent and understanding of the parties that Mortgagee, following an Event of Default, may pursue all of its

collateral with the Obligations remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment, which Mortgagee may obtain.

(h) Obligations shall include all judgments or final decrees rendered to collect any Obligations of Mortgagor to Mortgagee and/or enforce the performance or collection of all rights, remedies, covenants, agreements, conditions, indemnities, representations, warranties, and other liabilities covenants, agreements, and any other Obligations and liabilities of the Mortgagor under this Mortgage or any or all of the other Loan Documents. The obtaining of any judgment by Mortgagee (other than a judgment foreclosing this Mortgage) and any levy of any execution under any such judgment upon the Mortgaged Premises shall not affect in any manner or to any extent the lien of this Mortgage upon the Mortgaged Premises or any part thereof, or any liens, powers, rights and remedies of Mortgagee hereunder, but such liens, powers, rights and remedies shall continue unimpaired as before until the judgment or levy is satisfied.

(i) This Mortgage is intended to be a security agreement as defined under the UCC. Accordingly, if an Event of Default shall occur under this Mortgage, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option pursuant to Applicable Law of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the (including, without limitation, taking possession of and selling such Personal Property) or (ii) treating such Personal Property as real property and proceeding with respect to both the real and Personal Property constituting the Mortgaged Premises in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the UCC shall not apply).

(j) The Notes, if not sooner paid, shall mature on or before February 1, 2009.

(k) All costs incurred by Mortgagee pursuant to this Mortgage, to the extent reimbursable under Applicable Law, whether or not enumerated in this Mortgage ("Reimbursable Costs"), shall be added to the Obligations secured by this Mortgage or by the judgment of foreclosure, which Reimbursable Costs may include, without limitation, all costs and expenses which may be paid or incurred by or on behalf of Mortgagee in any proceeding to enforce this Mortgage or foreclose upon the Mortgaged Premises, all expenses of any environmental site assessments, environmental audits, environmental remediation costs, appraisals, surveys, engineering studies, wetlands delineations, flood plain studies, and any other similar testing or investigation deemed necessary or advisable by Mortgagee incurred in preparation for, contemplation of or in connection with the enforcement of this Mortgage and/or the collection of the Obligations and for attorneys' fees, appraiser's fees, receiver's costs and expenses, insurance, taxes, outlays for documentary and expert evidence, expenses and costs for preservation of the Mortgaged Premises, stenographer's charges, publication costs and costs of procuring all abstracts of title, title searches and examination, guarantee policies, and similar data and assurances with respect to title as may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any foreclosure sale which may be had pursuant to such decree the true condition of the title to or value of the Mortgaged Premises or for any other reasonable purpose. The amount of any such Reimbursable Costs which may be paid or incurred

after the decree or judgment for sale is entered may be estimated and the amount of such estimate may be allowed and included as additional indebtedness secured hereby in the foreclosure judgment or decree for or sale. The phrases "attorneys fees", "legal fees" and counsel fees" when used herein or in the other Loan Documents shall include any and all attorneys', paralegals' and law clerks' fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Mortgagee in protecting its interest in the Mortgaged Premises, or any part thereof and enforcing its rights hereunder.

(l) To the extent necessary to interpret this Mortgage, the provisions of the Credit Agreement and the other Loan Documents are hereby incorporated by reference into this Mortgage with the same effect as if set forth herein. In the event that any such incorporated provisions of the Credit Agreement and the other Loan Documents are inconsistent with the provisions hereof, the provisions of Credit Agreement and the other Loan Documents shall govern and control to the extent of the inconsistency; provided, however, the provisions of this Section 19.01 shall govern and control in all circumstances, anything in this Mortgage, the Credit Agreement or the other Loan Documents to the contrary notwithstanding.

(m) The proceeds of any foreclosure sale of the Mortgaged Premises shall be distributed and applied pursuant to Applicable Law.

(n) Upon any foreclosure sale or sales of all or any portion of the Mortgaged Premises under this Mortgage and Applicable Law, Mortgagee may bid for and purchase the Mortgaged Premises and shall be entitled to apply all or any part of the Obligations as a credit to the purchase price.

(o) Mortgagor waives all suretyship defenses that may lawfully be waived, including but not limited to notice of acceptance of this Mortgage, notice of incurrence, acquisition or subordination of any Obligations, credit extended, collateral received or delivered or other action taken in reliance on this Mortgage, notices and all other demands and notices of any description. Nothing in this Mortgage is intended to waive or vary the duties of Mortgagee or the rights of Mortgagor or any obligor in violation of Section 9.1-602 of the UCC.

(p) The provisions of this Mortgage shall be in addition to, and not in lieu of, the provisions of the separate Assignment of Leases and Rents (the "Assignment") of even date herewith granted by Mortgagor, as assignor, to Mortgagee, as assignee, and, if any conflict or inconsistency exists between the provisions of this Mortgage and the provisions of the Assignment with respect to the Leases or Rents (as these terms are defined in the Assignment), the provisions of the Assignment shall control, except to the extent that this Mortgage shall impose greater burdens upon Mortgagor, shall further restrict rights of Mortgagor or shall give Mortgagee greater rights, in which case this Mortgage shall control.

(q) It is understood and agreed that neither the assignment of the Leases and Rents herein contained to the Mortgagee nor the exercise by the Mortgagee of any of its rights or remedies under this Mortgage shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Leases herein assigned or the use, occupancy, enjoyment or any portion of the Mortgaged Premises, unless and

until the Mortgagee, in person or by agent, assumes actual possession thereof; provided, however, no appointment of a receiver for the Mortgaged Premises by any court at the request of the Mortgagee or by agreement with the Mortgagor, or the entering into possession of any part of the Mortgaged Premises by such receiver, shall be deemed to make the Mortgagee a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Mortgaged Premises or the use, occupancy, enjoyment or operation of all or any portion thereof.

ARTICLE 20

Waiver of Trial By Jury

SECTION 20.01. THE MORTGAGOR HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ALL BENEFIT AND ADVANTAGE OF ANY RIGHT TO A TRIAL BY JURY, AND WILL NOT AT ANY TIME INSIST UPON, OR PLEAD OR IN ANY MANNER WHATSOEVER CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF A TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THIS MORTGAGE OR ANY OF THE OTHER LOAN DOCUMENTS.



IN WITNESS WHEREOF, the Mortgagor, intending to be legally bound hereby, has caused this Mortgage to be duly executed the day and year first written above, intending the same to be a sealed instrument.

Resco Products, Inc.

By: William K. Brown (SEAL)

Name: William K. Brown

Title: President



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this, the 13th day of February, 2004, before me, a Notary Public, the undersigned officer, personally appeared William K. Braun who acknowledged himself ~~her~~ to be the President of Resco Products, Inc., a Pennsylvania corporation (the "Company"), and that he/~~she~~ as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

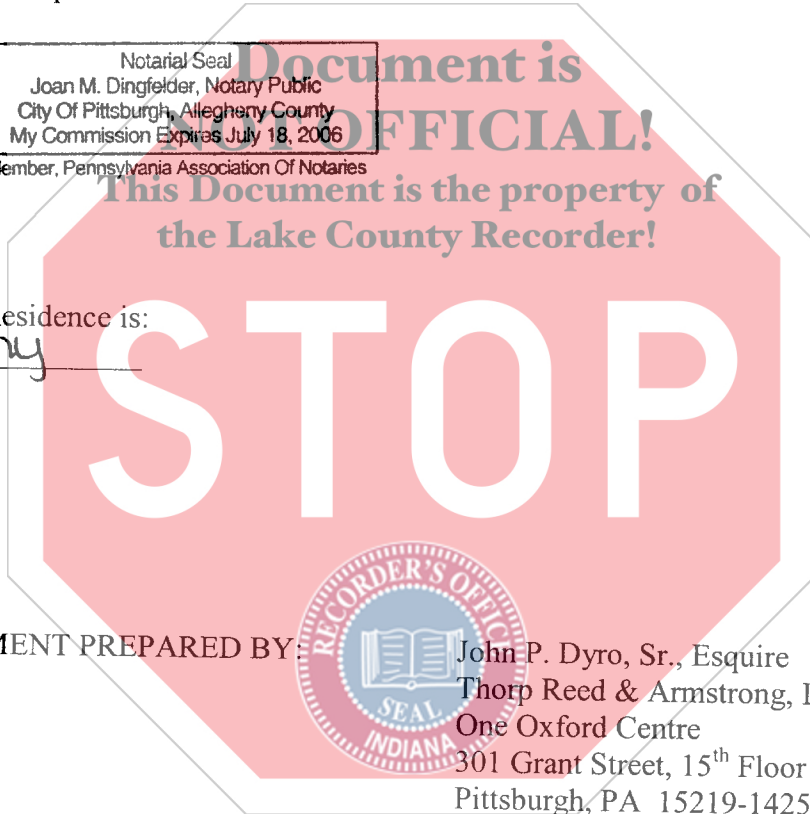
Joan M. Dingfelder
Notary Public

My Commission Expires:

Notarial Seal
Joan M. Dingfelder, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires July 18, 2006
Member, Pennsylvania Association Of Notaries

My County of Residence is:

Allegheny



THIS INSTRUMENT PREPARED BY:

John P. Dyro, Sr., Esquire
Thorp Reed & Armstrong, LLP
One Oxford Centre
301 Grant Street, 15th Floor
Pittsburgh, PA 15219-1425

EXHIBIT A

Record and Return to:
Donnamarie B. Hammet
Fidelity National Title Insurance Company
1500 Walnut Street, Suite #400
Philadelphia, Pennsylvania 19102

#03-2835

Parcel 1:

A parcel of land situated in the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, described as follows:

BEGINNING on the West line of the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian at a point which is 534.38 feet North of the Southwest corner of said Quarter Section; thence East 1 degree 5 minutes South a distance of 862.76 feet; thence East 3 degrees 56 minutes 45 seconds South a distance of 200.25 feet; thence East 1 degree 5 minutes South a distance of 587.72 feet to a point which is 1,650. feet due East of the West line of said Quarter Section and 100 feet North of (measured at right angles to) the North line of the Indiana East-West Toll Road; thence North 0 degrees 0 minutes along a line parallel to the West line of said Quarter Section a distance of 1,949.32 feet, more or less, to the South bank of the Grand Calumet River; thence West 15 degrees 40 minutes North along the South bank of the River a distance of 553 feet; thence West 12 degrees 30 minutes South along the South bank of the River a distance of 454.19 feet; thence West 42 degrees 17 minutes South along the South bank of the River a distance of 248.91 feet; thence West 64 degrees 23 minutes South along the South bank of the River a distance of 462 feet; thence West 57 degrees 20 minutes South along the South bank of the River a distance of 537.71 feet, more or less, to a point on the West line of the said Quarter Section, which point is 1,456.80 feet North of the Southwest corner of said Quarter Section; thence South 0 degrees 0 minutes along the West line of said Quarter Section a distance of 922.42 feet to the place of beginning, in the City of Hammond, Lake County, Indiana.

Parcel 2:

A parcel of land in the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, described as follows:

Beginning on the West line of the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, at a point which is 534.38 feet North of the Southwest corner of said Quarter Section; thence East 1 degree 5 minutes South a distance of 862.76 feet; thence East 3 degrees 56 minutes 45 seconds South, a distance of 200.25 feet; thence East 1 degree 5 minutes South, a distance of 587.72 feet to a point which is 1,650 feet due East of the West line of said Quarter Section and 100 feet North of (measured right angles to) the North line of the Indiana East-West Toll Road; thence South along a line parallel to the West line of said Quarter Section, a distance of 34.006 feet to a point of intersection with a line which is 66.00 feet North of and parallel to North right-of-way line of Indiana East-West Toll Road; thence West 1 degree 5 minutes North a distance of 589.21 feet; thence West 3 degrees 56 minutes 45 seconds North a distance of 200.25 feet; thence West 1 degree 5 minutes North 861.27 feet to a point on the West line of said Quarter Section; thence North a distance of 34.006 to the place of beginning, in the City of Hammond, Lake County, Indiana.