

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 MAY 21 PM 3:45

MICHAEL A. BROWN
RECORDER

A. NAME & PHONE OF CONTACT AT FILER (optional)
 Phone (800) 331-3282 Fax (818) 662-4141

B. SEND ACKNOWLEDGEMENT TO: (Name and Mailing Address) 6111 FIRST MIDWEST BL
 2007 000373

UCC Direct Services 11185569
 P.O. Box 29071
 Glendale, CA 91209-9071 ININ

see attachments

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
288191 09/17/87 CC IN Lake

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT (full or partial):** Give name of assignee in item 7a or 7b and address of assignee in 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b. and also item 7c; also complete items 7d-7g (if applicable)

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME
B L & T ASSOCIATES

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

| | | | | |
|---------------------|-----------------------------------|--------------------------|----------------------------------|--|
| 7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY |
| 7d. SEE INSTRUCTION | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE |

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

SEE ATTACHED EXHIBIT A

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
First Midwest Bank

OR

| | | | |
|----------------------------|------------|-------------|--------|
| 9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX |
|----------------------------|------------|-------------|--------|

10. **OPTIONAL FILER REFERENCE DATA**
11185569 Debtor Name: B L & T ASSOCIATES 2003022010 20000

DEBTOR: B L T & ASSOCIATES
9117 Indianapolis Blvd.
Highland, IN 46322

CAI ET NATIONAL BANK
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EXHIBIT "A"

All accounts, contract rights, instruments, documents, chattel paper, general intangibles (including, but not limited to, good will, choses in action, tax refunds, and insurance proceeds); any other obligations or indebtedness owed to Borrower from whatever source arising; all rights of Borrower to receive any payments in money or kind; all guarantees of the foregoing and security therefor; all of the right, title and interest of Borrower in and with respect to the goods, services or other property that gave rise to or that secure any of the foregoing and insurance policies and proceeds relating thereto, and all rights of Borrower as an unpaid seller of goods and services, including, but not limited to, the rights of stoppage in transit, replevin, reclamation and resale; and all of the foregoing, whether now owned or existing or hereafter created or acquired (collectively referred to as "Receivables" hereafter);

All goods, merchandise, and other personal property now owned or hereafter acquired by Borrower that are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials,

work-in-process, supplies or materials used or consumed in Borrower's business, and all products thereof, and all substitutions, replacements, additions or accessions therefor and thereto (collectively referred to as "Inventory" hereafter);

All machinery, equipment, furniture and fixtures, now owned or hereafter acquired by Borrower and used or acquired for use in the business of Borrower wherever located, together with all accessions thereto and all substitutions and replacements thereof and parts therefor (collectively referred to as "Equipment" hereafter);

All cash or non-cash proceeds of any of the foregoing, including insurance proceeds;

All ledger sheets, files, records, documents, and instruments (including, but not limited to, computer program, tapes, and related electronic data processing software but excluding privileged medical records) evidencing an interest in or relating to the above; and

All instruments, documents, securities, cash, property and the proceeds of any of the foregoing, owned by Borrower or in which Borrower has an interest, which now or hereafter are at any time in the possession or control of the Bank or in transit by mail or carrier to or in the possession of any third party acting on behalf of the Bank, without regard to whether the Bank received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise or whether the Bank had conditionally released the same; any deposit accounts of Borrower with the Bank against which the Bank may exercise its right of set-off,

together with all after-acquired property of such description, replacements, substitutions, additions, accessions and proceeds of all the foregoing, all of which property and the proceeds of all the foregoing is hereinafter collectively referred to as "Collateral".

MICHAEL A. BROWN
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Prescribed by the
State Board of Accounts
(2005)

MICHAEL A. BROWN County Form 170
RECORDER

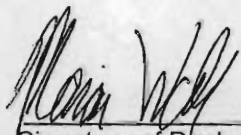
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a)

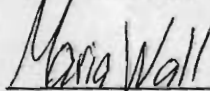
I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm Under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers.
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant



Printed Name of Declarant