

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Melissa A. Kostorick (412) 394-2392

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Melissa A. Kostorick, Paralegal
 Thorp Reed & Armstrong, LLP
 301 Grant Street, 14th Floor
 Pittsburgh, PA 15219-1425**

see enclose

2007 000477

STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD
 2007 JUN 28 PM 2:30
 MICHAEL A. BROWN
 RECORDER

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

Chicago Title Insurance Company

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
Resco Products, Inc.

OR
 1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
Penn Center West Two, Suite 430

CITY: **Pittsburgh** STATE: **PA** POSTAL CODE: **15276** COUNTRY: **USA**

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION **Corporation** 1f. JURISDICTION OF ORGANIZATION **Pennsylvania** 1g. ORGANIZATIONAL ID #, if any **300842** NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR
 2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

CITY: STATE: POSTAL CODE: COUNTRY:

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
PNC Bank, National Association as Second Lien Agent for itself and various financial institutions**

OR
 3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
Commercial Loan Service Center/DCC, 500 First Ave

CITY: **Pittsburgh** STATE: **PA** POSTAL CODE: **15219** COUNTRY: **USA**

4. This FINANCING STATEMENT covers the following collateral:
All of those assets of the Debtor described in Exhibit (including Schedule A-1) attached hereto.

****The Second Lien Agent can be contacted for a complete list of financial institutions**

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA
00805884 013484.094893 Filed with the Lake County, Indiana Recorder's Office

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
Resco Products, Inc.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

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10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:
Real property located in Lake County, Indiana, more specifically described in Exhibit A (including Schedule A-1) attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.
Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT A

DEBTOR:

Resco Products, Inc.
Penn Center West Two, Suite 430
Pittsburgh, Pennsylvania 15276

2007 000477

SECURED PARTY:

PNC Bank, National Association, as
Second Lien Agent for itself and various
financial institutions
Commercial Loan Service Center/DCC
500 First Avenue
Pittsburgh, Pennsylvania 15219

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All present and future right, title and interest of the Debtor in and to all property constituting the following property whether now owned or existing or hereinafter acquired or created and located on the real property described on Schedule A-1 (the "Land") attached hereto and made a part hereof (collectively, the "Collateral A"):

- (1) all of the tenements, hereditaments, appurtenances and all the estates and rights of the Debtor in and to the Land;
- (2) all right, title and interest of the Debtor 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;
- (3) all right, title and interest of the Debtor 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 Debtor may be entitled thereto;
- (4) all right, title and interest of the Debtor, 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 Debtor therein, now or hereafter acquired;
- (5) all right, title and interest of the Debtor, 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;
- (6) all right, title and interest of the Debtor to all buildings, structures and improvements (the "Improvements") of every kind and description now or hereafter erected or placed on the Land;
- (7) all right, title and interest of the Debtor 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 Debtor 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 the Secured Party, and all cash and noncash proceeds thereof;

(8) all right, title and interest of the Debtor 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;

(9) all right, title and interest of the Debtor 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;

(10) all right, title and interest of the Debtor 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, including, 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;

(11) all right, title and interest of Debtor, 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;

(12) all of the Debtor's right, title and interest in and to all assignable contracts and agreements relative to the construction, management, use and occupancy of the Improvements;

(13) all right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter obtained by the Debtor with respect to any of the foregoing; and

(14) all proceeds of the conversion, voluntary or involuntary, of any or all of the foregoing into cash or liquidated claims including, without limitation, proceeds of insurance and condemnation awards.

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Schedule A-1
Legal Description
(Lake County, Indiana)

See Attached

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Legal Description

NOTE: No Insurance is afforded as to the exact amount of acreage contained in the property described herein.

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 at 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 the 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 feet to the place of beginning in the City of Hammond, Lake County, Indiana.

Key Nos.: 37-81-11 & 37-81-13

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