

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

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

*see ensize*

2007 000478

STATE OF INDIANA  
 LAKE COUNTY  
 FILED FOR RECORD  
 2007 JUN 28 PM 2:32  
 MICHAEL A. BROWN  
 RECORDER

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 <b>Resco Products, Inc.</b>						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS <b>Penn Center West Two, Suite 430</b>			CITY <b>Pittsburgh</b>	STATE <b>PA</b>	POSTAL CODE <b>15276</b>	COUNTRY <b>USA</b>
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>Corporation</b>	1f. JURISDICTION OF ORGANIZATION <b>Pennsylvania</b>	1g. ORGANIZATIONAL ID #, if any <b>300842</b> <input type="checkbox"/> 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		FIRST NAME	MIDDLE NAME	SUFFIX	
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 <input type="checkbox"/> 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 <b>PNC Bank, National Association as First Lien Agent for itself and various financial institutions**</b>						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS <b>Commercial Loan Service Center/DCC, 500 First Ave</b>			CITY <b>Pittsburgh</b>	STATE <b>PA</b>	POSTAL CODE <b>15219</b>	COUNTRY <b>USA</b>

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 First 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. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable] (ADDITIONAL FEE)		optional		All Debtors	Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

00802711 013484.094893 Filed with the Lake County, Indiana Recorder's Office

CM1620072543

Chicago Title Insurance Company

**UCC FINANCING STATEMENT ADDENDUM**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

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

2007 000478

2007 JUN 28 PM 2:32

MICHAEL A. BROWN  
RECORDER

9a. ORGANIZATION'S NAME Resco Products, Inc.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

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 <input type="checkbox"/> 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 15220

SECURED PARTY:

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

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2007 JUN 23 10:33 AM  
MICHAEL L. BROWN  
RECORDER

2007 000478

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.

RECORDED  
2007 JUN 28 PM 2:32  
FILED FOR RECORD  
LAKE COUNTY  
STATE OF INDIANA  
2007 000478

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

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2007 JUN 28 PM 2:32  
MICHAEL A. BROWN  
RECORDER  
2007 000478

Legal Description

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 JUN 28 PM 2:33

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

MICHAEL A. BROWN  
RECORDER

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