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**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Corporation Service Company**  
P.O. Box 2969  
Springfield, IL 62708

*see only STR*

2007 000499

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
2007 JUL -9 PM 2:59  
MICHAEL A. BROWN  
RECORDER

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**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 V3 Cedar Lake, L.L.C.					
OR	1b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 7325 Janes Avenue		CITY Woodridge	STATE IL	POSTAL CODE 60517	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION LLC	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any DE 3996145 <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. TAX ID #: SSN OR EIN	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 Bank of Montreal, as Agent					
OR	3b. INDIVIDUAL'S LAST NAME				
	FIRST NAME	MIDDLE NAME	SUFFIX		
3c. MAILING ADDRESS 115 South LaSalle Street		CITY Chicago	STATE IL	POSTAL CODE 60603	COUNTRY USA

**4. This FINANCING STATEMENT covers the following collateral:**

See Exhibit A attached hereto and made a part hereof.

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 (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors		Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

To be filed with the Lake County, Indiana Real Estate Records

Add'l Pages: 5

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)  
 NATUCC1 - 5/4/01 C T System Online  
 DMSNo.

981784-2 JET

**ACKNOWLEDGMENT  
COPY**

**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 V3 Cedar Lake, L.L.C.			
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. TAX ID #: SSN OR EIN	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:

See Schedule I attached hereto and made a part hereof.

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

Debtor is Record Owner

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

UCC EXHIBIT A

DEBTOR: V3 CEDAR LAKE, L.L.C.

SECURED PARTY: BANK OF MONTREAL, AS AGENT

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MICHAEL A. BROWN  
RECORDER

This financing statement covers any and all right, title and interest, whether now owned or existing or hereafter created, acquired or arising, in and to all of the following:

PART I:

(a) All deposit accounts (whether general, specific or otherwise) of the Debtor (whether now owned or existing or hereafter created or acquired) maintained with the Secured Party and all sums now or hereafter on deposit therein or payable thereon;

(b) All materials owned by Debtor intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected on the premises described on *Schedule I* attached hereto and made a part hereof (the "Real Property"), all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature owned by Debtor whatsoever now or hereafter attached to or contained in or used or useful in connection with the Real Property and the buildings and improvements owned by Debtor now or hereafter located thereon and the operation, maintenance and protection thereof including, but not limited to, all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature owned by Debtor and fixtures and appurtenances owned by Debtor thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property owned by Debtor used or useful in the operation, maintenance and protection of the said Real Property and the buildings and improvements owned by Debtor now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner;

(c) All of Debtor's right, title and interest in and to judgments, awards of damages, settlements and other compensation hereafter made resulting from condemnation proceedings or the taking of the Real Property or any part thereof or any building or any other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to said Real Property or any part thereof or the improvements thereon or any part thereof or to any rights appurtenant thereto, including severance and consequential damage and any award for change of grade of streets; and

(d) All proceeds of the foregoing.

PART II:

All of the following now or hereafter owned by Debtor: all buildings and improvements of every kind and description heretofore or hereafter erected or placed on any property which Debtor heretofore or hereafter encumbered in favor of the Secured Party or to a trustee for the benefit of the Secured Party pursuant to one or more mortgages or deeds of trust (all such property collectively referred to herein as the "Real Property") and all materials intended for construction, reconstruction, alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the Real Property, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with the Real Property or any part thereof and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and other equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Real Property or any part thereof and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or should be attached to the Real Property or any part thereof, buildings or improvements in any manner, and all proceeds of the foregoing. All right, title and interest of Debtor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to any of the Real Property and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Debtor in all rents, issues and profits of the Real Property or any part thereof and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof of, or under any contracts or options for the sale of all or any part of, the Real Property. All plans, specifications, working drawings and like materials prepared in connection with improvements constituting part of the Real Property, whether now owned by Debtor or hereafter acquired, all rights of Debtor against vendors or manufacturers in connection with equipment located upon the Real Property whether now existing or hereafter acquired and whether arising by virtue of warranty or otherwise, and all rights against contractors, subcontractors and materialmen arising in connection with work performed at or on the Real Property or with materials furnished for the construction of improvements at or on the Real Property and all rights of Debtor under contracts to provide any of the foregoing, whether now existing or hereafter arising. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of any of the Real Property or any building or any other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for payment thereof) whether permanent or temporary or for any damage (whether caused by such taking or otherwise) to any of the Real Property or the improvements thereon or any part thereof or to any rights appurtenant thereto, including severance and consequential damage and any award for change of grade of streets. All proceeds of the

conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds and payments of insurance.

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SCHEDULE I  
STATE OF INDIANA  
LAKE COUNTY  
LEGAL DESCRIPTION

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Parcel 1: The West 1/2 of the Northeast 1/4 of Section 21, Township 34 North, Range 9 West of the 2nd Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana.

Parcel 2: Part of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 9 West of the 2nd Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Beginning at a point on the West line of the 1/4 1/4 Section 20 feet South of the Northwest corner thereof; thence East parallel with the North line of said Section, 340.31 feet; thence South, parallel with the West line of said 1/4 1/4 Section, 468.51 feet; thence West 340.31 feet; thence North 468.47 feet to the place of beginning.

Parcel 3: Part of the Northeast 1/4 of the Northeast 1/4 of Section 21, Township 34 North, Range 9 West of the 2nd Principal Meridian, in the Town of Cedar Lake, Lake County, Indiana, described as follows: Beginning at a point on the West line of said 1/4 1/4 Section, 488.47 feet South of the Northwest corner thereof; thence East parallel with the North line, 340.31 feet; thence South, parallel with the West line of said 1/4 1/4 Section, 388.30 feet; thence West 340.31 feet; thence North 388.26 feet to the place of beginning.

Parcel 4: Lots 1 and 2 in Pon & Co's Cedar Lake Acres, in the Town of Cedar Lake, as per plat thereof, recorded in Plat Book 23 page 37, in the Office of the Recorder of Lake County, Indiana.