

THIS INSTRUMENT PREPARED BY:

Rachel L. Goetz, Esq.
Sonnenschein Nath & Rosenthal LLP
233 S. Wacker Drive, Suite 7800
Chicago, Illinois 60606

2010 003063

STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

2010 JAN 19 AM 10: 38

CAROLYN J. POLLARD ACTING RECORDER

AFTER RECORDING, RETURN TO:

Todd Erickson Cargill Law Department 15407 McGinty Road West Wayzata, MN 55391

SPECIAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that Robinson Steel Co., Inc. ("Grantor"), a corporation organized and existing under the laws of the State of Indiana conveys and specially warrants to Cargill, Incorporated, a Delaware corporation ("Grantee") of Hennepin County, State of Minnesota, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Lake County, Indiana and all buildings, improvements and fixtures located thereon:

PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET EAST AND 570.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH ALONG THE EAST LINE OF KENNEDY AVENUE A DISTANCE OF 330.80 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 45 SECONDS EAST 403 FEET TO A POINT ON A LINE 15.0 FEET WEST OF AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE NORTH 0 DEGREES 05 MINUTES 30 SECONDS WEST ALONG SAID 15 FOOT PARALLEL LINE, A DISTANCE OF 325.84 FEET MORE OR LESS TO A POINT WHICH LIES 566.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER AS MEASURED ALONG SAID 15 FOOT PARALLEL LINE; THENCE NORTH 89 DEGREES 38 MINUTES 42 SECONDS WEST, A DISTANCE OF 402.48 FEET TO THE POINT OF BEGINNING, ALL IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA.

Subject to the matters set forth in Exhibit A attached hereto and incorprented in Exhibit A attached hereto and in

Grantor by execution and delivery hereof warrants the title to said real estate, subject to the Permitted Exceptions, as to and against its own acts only and none other.

The undersigned person executing this deed on behalf of Grantor represents and certifies that he is the duly named President and CEO of Grantor and has been fully empowered, by

MERIDIAN TITLE CORPORATION
HAS MADE AN ACCOMODATION
RECORDING OF THIS DOCUMENT

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proper resolution of the Grantor, to execute and deliver this deed; that Grantor has full capacity to convey the real estate described herein; and that all necessary company action for the making of such conveyance has been taken and done.



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IN WITNESS WHEREOF, Grantor has caused this deed to be executed this 2^{μ} day of January, 2010.

ROBINSON STEEL CO., INC., an Indiana corporation

By:

Name: Paul J. Labriola
Title: President and CEO

I affirm, under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Paul J. Labriola

NOT OFFICIAL!
This Document is the property of the Lake County Recorder!

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAUL J. LABRIOLA, the President and CEO of Robinson Steel Co., Inc., an Indiana corporation and acknowledged the execution of the foregoing Special Warranty Deed for and on behalf of Grantor, and, who, have been duly sworn, stated that the representations therein contained are true.

WITNESS my hand and notarial seal 13th day of January, 2010.

Signature:

Printed:

TERRY LYNN SCOTT, Notary Public

Resident of:

DeKalb, Illinois

"OFFICIAL SEAL"
TERRY LYNN SCOTT
Notary Public, State of Illinois
My Commission Expires 11/19/10

My Commission expires:

NOT OFFICIAL!

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Send tax statements to:

Cargill, Incorporated P.O. Box 5626

Minneapolis, MN 55440-5626

EXHIBIT A

PERMITTED EXCEPTIONS

- 1. Taxes for the years 2009 and subsequent years which are not yet due and payable
- 2. Terms and Provisions of an easement dated May 10, 1974 and recorded July 26,1974 as document no. 261333, made by and between Gary National Bank, now known as Gainer Bank, as trustee under Trust Agreement dated February 15, 1973 and known as Trust No. 5249 and James Ferrence and Charles Hendley, individually and doing business as General Service Construction Co.
- 3. Terms and provisions of easement agreement dated June 9, 1975, made by 4441 Bldg. Corp. and U.S. Reduction Co., recorded August 4, 1975 as document no. 310755, granting an easement in perpetuity (non-exclusive) over and across certain lands of 4441 Building Corp.
- 4. Easement dated July 19, 1974 and recorded July 26, 1974, as document no. 261335, made by Gary National Bank, now known as Gainer Bank, as trustee under Trust Agreement dated February 15, 1973, and known as Trust No. 5249, to M.E. Code, and the terms and provisions contained therein.
- 5. Rights of way for railroads, switch tracks or spur tracks, if any, and right of the railroad company to the use, operation, maintenance and repair of same.
- 6. Rights of way for drains, tiles, feeders and laterals. ent is
- 7. Rights of the public, the State of Indiana and the municipality in and to that part of the land, if any, taken or used for road purposes, including utility rights of way.

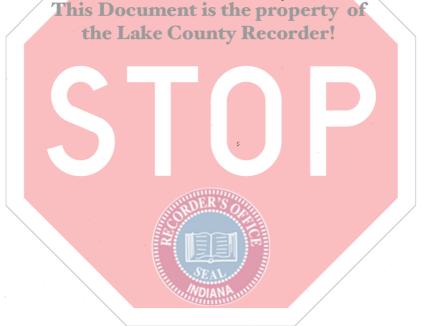


Exhibit A

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