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MORTGAGE

THIS MORTGAGE ("**Security Instrument**") is given on January 13, 2010. The mortgagor is Robinson Steel Co Inc (also known as Robinson Steel Co., Inc.), an Indiana Corporation, whose address is 4303 Kennedy Avenue, East Chicago, IN 46312 ("**Borrower**"). This Security Instrument is given to Cargill Financial Services International, Inc., whose address is 9350 Excelsior Blvd., Mail Stop 142-4B, Hopkins, MN 55343 ("**Lender**"). This Security Instrument is given to secure, among other things, a Three Million and no/100 Dollars (\$3,000,000.00) revolving line of credit under or in connection with that certain working capital loan agreement entered into between Borrower and Lender ("**Working Capital Loan Agreement**") and any and all indebtedness and obligations of Borrower owing to Cargill, Inc. as a secured party under or in connection with that certain Non-Competition Agreement, Exclusive Supply Agreement, Warranty Agreement, Purchase Agreement, or any lease or sublease agreement relating to assets transferred under the Purchase Agreement between Borrower and Cargill, Inc. ("**Related Agreements**"), as the same may be amended from time to time (together, the indebtedness and obligations of Borrower under Working Capital Loan Agreement and Related Agreements referred to as the "**Secured Obligations**"). Such debt is evidenced by Borrower's promissory note dated the same date as this Security Instrument ("**Note**").

This Security Instrument secures to Lender: (a) the repayment of the Secured Obligations evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument and otherwise payable hereunder; and (c) the performance of Borrower's covenants and agreements under this Security Instrument, Working Capital Loan Agreement and Note. In addition, this Security Instrument shall secure not only presently existing indebtedness under the Working Capital Loan Agreement and Note, but also future advances, whether such advances are obligatory or to be made at the option of the Lender or otherwise, as are made to the same extent as if such future advances were made on the date of the execution of this Security Instrument. The lien of this Security Instrument shall be valid as to all Secured Obligations including, without limitation, future advances, from the time of its filing for record in the applicable county in which the real estate is located. The total amount of Secured Obligations may increase or decrease from time to time, as provided in the Working Capital Loan Agreement, and any disbursements which the Lender may make under this Security Instrument, the Note or the Working Capital Loan Agreement or any other Related Agreement (e.g., for payment of taxes, insurance premiums or other advances to protect the Lender's liens and security interests, as permitted hereby) shall be additional Secured Obligations. This Security Interest is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely real property taxes and assessments levied on the real estate.

For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in Lake County, Indiana:

(See Attached Exhibit A for Property Description)

which is commonly known as 4303 Kennedy Avenue, East Chicago, Indiana 46312 ("**Property Address**");

**MERIDIAN TITLE CORPORATION
HAS MADE AN ACCOMODATION
RECORDING OF THIS DOCUMENT**

01101003066

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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ms

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "**Property**".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and, to the best of Borrower's knowledge, that the Property is unencumbered, except for encumbrances permitted under the loan policy issued by First American Title Insurance Company (file # NCS-417741-MPLS) on behalf of Lender and liens for taxes not due and payable. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the Secured Obligations and principal of and interest on the debt evidenced by the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied in the manner provided in the Working Capital Loan Agreement.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument. Borrower shall pay these obligations on time directly to the person owed payment and shall promptly upon request by Lender furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of receipt of notice.

4. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, in the amounts and for the periods as is customary for similar property in Lake County, Indiana. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's right in the Property in accordance with paragraph 6.

All insurance policies and renewals shall include a standard mortgage clause. If Lender requires, Borrower shall promptly give to Lender copies of all receipts of paid premiums and

renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall, at Borrower's sole option, be applied to restoration or repair of the Property damaged or to repayment of the Secured Obligations or the debt evidenced by the Note, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payment referred to in paragraph 1 or change the amount of the payment. If under paragraph 17, the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Occupancy, Preservation, Maintenance and Protection of the Property.

Borrower shall not destroy, damage or in any material respect impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest, unless being contested by Borrower in good faith by proceedings sufficient to prevent enforcement of the matter under contest and provided Borrower has given such reasonable security as demanded by Lender to prevent forfeiture of the Property.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may, upon reasonable prior notice to Borrower of its intent to do so, do and pay for whatever is reasonably necessary to protect the value of the Property and Lender's right in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agents may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at least five (5) days notice prior to an inspection specifying reasonable cause for the inspection.

8. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, shall, at Borrower's sole option, be applied to restoration of the Property or to repayment of the Secured Obligations or debt evidenced by the Note, with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payment referred to in paragraph 1 or change the amount of such payment.

9. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces the principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by certified mail, return receipt requested, directed to Borrower at Borrower's address stated herein or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when received or refused.

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument, the Working Capital Loan Agreement or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument, the Working Capital Loan Agreement or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument, the Working Capital Loan Agreement and the Note are declared to be severable.

14. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. **Transfer of the Property.** If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

16. **Hazardous Substances.** Borrower shall not cause the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. The preceding two sentences shall not apply to any hazardous substances to the extent existing on the Property as of the date hereof nor to the presence, use, or storage on the Property of small quantities of hazardous substances, existing within legal limits, that are generally recognized to be appropriate to normal uses of the Property as a steel processing facility and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary and is Borrower's responsibility hereunder, Borrower shall promptly take all necessary remedial actions in accordance with environmental law.

17. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the

right, if any, to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence all of which shall be additional sums secured by this Security Instrument.

18. **Release.** Upon termination of the Working Capital Loan Agreement and Borrower's payment of all sums owing in connection therewith and secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.



This Security Instrument is executed by Borrower and delivered to Lender as of the date first set forth above.

ROBINSON STEEL CO., INC.

By: [Signature]
Printed: Paul J. Labrick
Title: President and CEO

STATE OF ILLINOIS)
~~INDIANA~~)
COUNTY OF COOK) SS:

Before me personally appeared Paul J. Labrick, the President of Robinson Steel Co., Inc., an Indiana Corporation, who, being first duly sworn upon his oath, acknowledged the foregoing Mortgage for and on behalf of said Corporation, and stated that the facts set forth in the foregoing Mortgage are true and correct.

Witness my hand and seal this 13th day of January, 2010.

“OFFICIAL SEAL”
CLAUDIA ACEVEDO
Notary Public, State of Illinois
My Commission Expires 08/29/10

Document is NOT OFFICIAL!
Notary Public
This Document is the property of the Lake County Clerk!
Claudia Acevedo
(Printed signature)

My Commission Expires: 8/29/10
My County of Residence: COOK

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.

[Signature]
Paul J. Labrick

This instrument prepared by and after recording return to:
Brooke Hansen
Cargill Law Department
15407 McGinty Road West, MS 24
Wayzata, MN 55391-5624

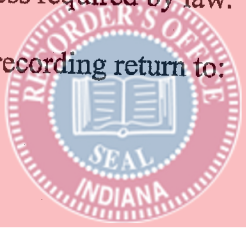


EXHIBIT A

Legal Description of 4303 Kennedy Avenue, East Chicago, Indiana

PARCEL 1: PART OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 30 FEET EAST AND 85.0 FEET SOUTH OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE EAST ALONG A LINE PARALLEL TO AND 85.0 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER, 401.0 FEET TO A POINT ON A LINE 15 FEET WEST OF THE WEST RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE SOUTHERLY ALONG A LINE 15 FEET WEST OF AND PARALLEL TO THE WEST RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY, A DISTANCE OF 481.0 FEET; THENCE WESTERLY 402.48 FEET TO A POINT ON THE EAST LINE OF KENNEDY AVENUE, WHICH POINT LIES 485.0 FEET SOUTH OF THE PLACE OF BEGINNING; THENCE NORTH ALONG THE EAST LINE OF KENNEDY AVENUE 485.0 FEET TO THE PLACE OF BEGINNING.

