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CWL/jm 5/27/82
Cargill Inc
New Dept
P O Box 9300
Minneapolis Minn

LEASE TERMINATION AGREEMENT

THIS AGREEMENT, dated as of _____, 1982, by and between MID-STATE METAL BUILDING CORPORATION, an Indiana corporation, as Lessor (the "Lessor"), and MID-STATE METAL PROCESSING, INC., an Illinois corporation, as Lessee ("Lessee"), and MID-STATE METALS, INC., an Illinois corporation;

STATE OF ILLINOIS
LAKE COUNTY
FILED FOR RECORD
JUL 20 1 40 PM '82
WILLIAM BIELSKI JR
RECORDER

WITNESSETH:

WHEREAS, a certain Lease was entered into on January 5, 1967, by and between Gary National Bank of Gary, Indiana (the "Bank"), as Trustee under Trust Agreement dated December 20, 1966 and known as Trust No. P4188, as Lessor, and United Dry Goods Products Company ("United"), as Lessee, whereby the Bank leased to United the premises described in Exhibit A hereto attached (said Lease being hereinafter sometimes referred as the "Original Lease"); and

WHEREAS, the Bank and United did also enter into a certain Supplementary Agreement, also dated January 5, 1967, supplementary to the Original Lease (said Supplementary Agreement being sometimes hereinafter referred to as the "Original Supplementary Agreement"); and

WHEREAS, the Lessor has become the assignee of all right, title and interest of the Bank in and to the Original Lease and the Original Supplementary Agreement by virtue of the transfer of title to the premises described in Exhibit A hereto attached from Bank to the Lessor pursuant to a deed dated May 31, 1977 and recorded in the Recorder's Office of Lake County, Indiana on July 13, 1977; and

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WHEREAS, the Lessee has become the assignee of right, title and interest of United in and to the Original Lease and the Original Supplementary Agreement by virtue of that certain Agreement of Assignment and Assumption dated February 28, 1973, from United to Mid-State Metals, Inc., an Illinois corporation, and that certain Assignment by and between Mid-State Metals, Inc., as Assignor, and the Lessee, as Assignee; and

WHEREAS, the Original Lease has been heretofore amended by (a) that certain Agreement and Amendment dated November 1, 1975 (the "November 1, 1975 Amendment") by and between the Bank and the Lessee, (b) that certain Amendment dated April 25, 1977 (the "April 25, 1977 Amendment") by and between the Bank and the Lessee, (c) that certain Agreement and Amendment dated June 1, 1977 (the "June 1, 1977 Amendment") by and between the Lessor and the Lessee, and (d) that certain agreement and Amendment dated April 1, 1979 (the "April 1, 1979 Amendment") by and between the Lessor and the Lessee (said Original Lease, as heretofore amended, is hereinafter collectively referred to as the "Lease"); and

WHEREAS, the Original Supplementary Agreement has been heretofore amended by (a) the November 1, 1975 Amendment, (b) the April 25, 1977 Amendment, (c) the June 1, 1977 Amendment, and (d) the April 1, 1979 Amendment (said Original Supplementary Agreement, as heretofore amended, being collectively referred to the "Agreement"); and

WHEREAS, pursuant to that certain Assignment of Lessor's Interest in Lease dated May 22, 1979, the Lessor has granted, transferred and assigned all of its right, title and interest in and to the Lease, together with all rents, income and profits arising therefrom and any and all

extensions and renewals thereof, to Mercantile National Bank of Indiana in order to secure certain notes and bonds purchased by said bank from the City of East Chicago, Indiana as part of an economic development loan to Lessor and the performance and discharge of the obligations, covenants and agreements of the Lessor relating thereto; and

WHEREAS, the Lessor and Lessee as subsidiary companies of Mid-State Metals, Inc., an Illinois corporation, are to be liquidated and their assets transferred to the parent corporation effective May 31, 1982.

NOW, THEREFORE, for and in consideration of the mutual covenants herein and the Lease and in the Agreement contained, the parties hereto agree as follows:

1. The Lease shall be cancelled and terminated effective May 31, 1982.

2. Mid-State Metals, Inc., an Illinois corporation, hereby assumes all of the rights and obligations of Mid-State Building Corporation, as Lessor and Mid-State Metal Processing, Inc., as Lessee under the Lease.



ATTEST:

[Signature]
Rodney M. Olson, Assistant Secretary

MID-STATE METAL BUILDING CORPORATION

By: *[Signature]*
Vice President



ATTEST:

[Signature]
Rodney M. Olson, Assistant Secretary

MID-STATE METAL PROCESSING, INC.

By: *[Signature]*
Vice President

ATTEST:

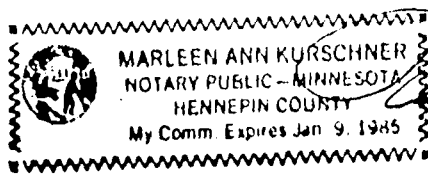
[Signature]
Rodney M. Olson, Assistant Secretary

MID-STATE METALS, INC.

By: *[Signature]*
Vice President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

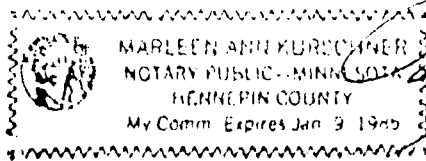
Before me, Marleen Ann Kurschner, a Notary Public,
appeared MID-STATE METAL BUILDING CORPORATION, by
Warren H. Engelland and Rodney M. Olson, its
Vice President and Assistant Secretary respectively,
and acknowledged the execution of the foregoing instrument.



Marleen Ann Kurschner
Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Before me, Marleen Ann Kurschner, a Notary Public,
appeared MID-STATE METAL PROCESSING, INC., by
Warren H. Engelland and Rodney M. Olson, its
Vice President and Assistant Secretary respectively,
and acknowledged the execution of the foregoing instrument.



Marleen Ann Kurschner
Notary Public

STATE OF MINNESOTA)
COUNTY OF HENNEPIN) ss

Before me, Marleen Ann Kurschner, a Notary Public,
appeared MID-STATE METALS, INC., by Warren H. Engelland and
Rodney M. Olson, its Vice President and
Assistant Secretary respectively, and acknowledged the
execution of the foregoing instrument.



Marleen Ann Kurschner
Notary Public

Exhibit A

A part of Section 21, Township 37 North, Range 9 West of the Second Principal Meridian in East Chicago, Lake County, Indiana, described as follows:

Beginning at the point of intersection of a line 30 feet Northeasterly of and parallel with the Northeasterly line of the 100 foot right of way of the Elgin, Joliet and Eastern Railway Company, with the Southeasterly line of the 75 foot right of way of the South Chicago and Southern Railroad Company; thence Northeasterly along the Southeasterly line of said 75 foot right of way of the South Chicago and Southern Railroad Company, a distance of 466 feet 3-1/4 inches; thence Southeasterly at a right angle along a straight line a distance of 352 feet to a point 455 feet Northeasterly of a line 30 feet Northeasterly of and parallel with the Northeasterly line of the 100 foot right of way of the Elgin, Joliet and Eastern Railway Company; thence at right angle Southwesterly 455 feet to a point on a line 30 feet Northeasterly of and parallel with the Northeasterly line of the 100 foot right of way of the Elgin, Joliet and Eastern Railway Company, which point is 352 feet and 2-1/2 inches Southeasterly of the point of beginning; thence Northwesterly 352 feet 2-1/2 inches to the point of beginning and containing 3.771 acres.