MONSANTO COMPANY

new contract 12/71

DISTRIBUTOR CONTRACT

CONTRACT between Monsanto Company, St. Louis, Missouri 63166 ("Monsanto") and Central Solvents & Chemicals Company, of 7050 West 71st Street, Chicago, Illinois 60638 ("Distributor").

1. Monsanto hereby appoints Distributor a nonexclusive distributor of the following products (the "Products") and sells the Products to Distributor for resale by Distributor during the term hereof, subject to the terms and conditions stated below.

a. The Products covered hereunder are those listed in Group I and Group II of Exhibit B attached hereto.

b. Shipments to be in tankcar, tanktruck, or carload or truckload of drums.

c. Prices, packing, FOB points, and terms are as set forth in Exhibit C attached hereto but are subject to change in accordance with Paragraph 14 hereof and Paragraph 24 of Exhibit A attached hereto.

d. Service allowances and thru-put allowances are set forth in attached Exhibit B.

e. Estimated annual quantity of Products to be shipped hereunder, including all subsidiaries, is 25,000,000 pounds.

f. Exhibits A, B, and C attached hereto are hereby expressly made part of this contract.

g. Payments by Distributor hereunder shall be net thirty (30) days.

2. While nothing in this Contract shall restrict the territory within which Distributor shall be free to distribute the Products, Distributor's area of primary responsibility for distribution of the Products (the "Area") shall be: Midwestern and Southwestern states and State of California.

3. Distributor shall exert its best efforts to exploit fully the potential markets for the Products in the Area. Monsanto plans to maintain an advertising and sales promotion program and to furnish Distributor with current literature and information concerning the Products; the scope and frequency of such advertising and sales promotion to be determined by Monsanto.

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4. Monsanto reserves the right to make sales direct to customers located within the Area. Without limiting such right, Monsanto does not expect to solicit small order business for the Products in the Area, but expects to refer such inquiries to Distributor, except with respect to accounts whose established policy permits purchases only from manufacturers and trial shipments for experimental work.

5. Term: In accordance with Paragraph 23 of Exhibit A attached hereto. Upon termination or cancellation of this Contract, at or prior to the expiration of the term hereof, Distributor shall, at Monsanto's request, resell and return to Monsanto all Products which have not then been sold by Distributor (or such portion thereof as Monsanto may request) at the contract price hereunder, with any transportation charges not included in such contract price to be paid by Monsanto.

6. FORCE MAJEURE. Deliveries may be suspended by either party in the event of Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel, power, raw materials, labor, containers or transportation facilities, governmental laws, regulations, orders or action, breakage or failure of machinery or apparatus, national defense requirements or any other event beyond the reasonable control of such party or in the event of labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), which event prevents the manufacture, shipment, acceptance or consumption of a shipment of the goods or of a material upon which the manufacture of the goods is dependent. If, because of any such event, Monsanto is unable to supply the total demand for the goods, Monsanto may allocate its available supply of goods, without obligation to purchase similar goods from other sources, among itself, its subsidiaries and all of its customers, including those not under contract, on such basis as it determines to be equitable. Deliveries suspended under this section shall be cancelled without liability, but this Contract shall otherwise remain unaffected.

7. DISTRIBUTOR'S CREDIT. Monsanto reserves the right, among other remedies, either to terminate this Contract or to suspend further deliveries under it in the event Distributor fails to pay for any one shipment when same becomes due. Should Distributor's financial responsibility become unsatisfactory to Monsanto, cash payments or satisfactory security may be required by Monsanto for future deliveries and for goods theretofore delivered.

8. WEIGHTS AND CONTAINERS. In the case of bulk carload, tankcar, tanktruck or barge shipments, shipper's weights shall govern unless proved to be in error. Where shipment requires use by Monsanto of returnable containers, title to such containers shall remain in Monsanto and a deposit in the amount required by Monsanto must be made at the time the goods are paid for. Such containers must be kept in good condition, must not be used for any material other than that shipped therein and must be returned within sixty (60) days from date of shipment. On such containers being so returned in good condition, a refund of the deposit will be made.

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9. SHIPMENTS. The quantity shipped in any contract month may be limited by Monsanto to either: (a) the average of the monthly quantities ordered by Distributor hereunder for the preceding contract months, or (b) the maximum quantity covered by this Contract divided by the number of months in the contract period. Monsanto shall not be bound to tender delivery (a) of any quantities for which Distributor has not given shipping instructions or (b) of any quantities of goods after the term hereof or, in the event of earlier termination or cancellation hereof, the date of notice of such termination or cancellation.

10. LIMITED WARRANTY. Subject to the limitations of Section 11 and unless otherwise provided herein, Monsanto warrants title and that all goods sold hereunder shall conform to Monsanto's standard specifications. Subject to the preceding sentence and except as otherwise expressly provided herein, MONSANTO MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS, whether used alone or in combination with other substances.

11. LIMITATION OF LIABILITY. Within thirty (30) days after receipt of each shipment of goods sold hereunder, Distributor shall examine such goods for any damage, defects or shortage. All claims, including for alleged damaged or defective goods, shortage, negligence or any other cause whatsoever ("defective performance"), shall be deemed waived unless made in writing and received by Monsanto within sixty (60) days after Distributor's receipt of the goods or within thirty (30) days after Distributor learns of the facts giving rise to the claim, whichever shall first occur; provided, however, that as to any defective performance not reasonably discoverable within said sixty (60) day period (including that discoverable only in processing or in further manufacture) all claims shall be deemed waived unless made in writing and received by Monsanto within one hundred eighty (180) days after Distributor's receipt of the goods or within (30) days after Distributor learns of the facts giving rise to the claim, whichever shall first occur. Failure of Distributor to give notice of any claim within the applicable time period specified above shall be deemed an absolute and unconditional waiver of such claim, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, use or resale of the goods shall have then taken place. Distributor's exclusive remedy shall be for damages and Monsanto's liability for any and all losses or damages resulting from any cause whatsoever, including alleged negligence, shall in no event exceed the purchase price of the goods in respect to which the claim is made, or at the election of Monsanto, the repair or replacement of such goods. Monsanto shall not be liable for, and Distributor assumes responsibility for, all personal injury and property damage resulting from the handling, possession, use or resale of the goods by Distributor. In no event shall Monsanto be liable for incidental or consequential damages, whether Distributor's claim is in contract, negligence or otherwise. Transportation charges for the return of goods shall not be paid unless authorized in advance by Monsanto.

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12. PATENTS. Monsanto warrants that any goods sold pursuant to this Contract, except as are made specifically for Distributor according to Distributor's specifications, do not infringe any valid U.S. patent. This warranty is given upon condition that Distributor promptly notify Monsanto of any claim or suit involving Distributor in which such infringement is alleged, and, if Monsanto is affected, that Distributor permit Monsanto to control completely the defense or compromise of any such allegation of infringement. Monsanto does not warrant that the use of any goods sold hereunder, or articles made therefrom, either alone or in conjunction with other materials, will not infringe a patent. Monsanto reserves the right to terminate Monsanto's obligations under this Section12 at any time with respect to any undelivered goods, it being agreed that in the event of such termination Distributor may, without penalty, thereafter refuse acceptance of any undelivered goods.

13. FREIGHT - TAXES. Any increase in freight rates paid by Monsanto on shipments covered by this Contract and any tax or governmental charge or increase in same hereafter becoming effective increasing the cost to Monsanto of producing, selling or delivering the goods or of procuring materials used therein, and any tax now in effect or increase in same payable by Monsanto because of the sale of the goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, may, at Monsanto's option, be added to the price herein specified.

14. PRICE REVISION. The price, point of delivery, service allowance, if any, and terms of payment herein specified may be revised as of the beginning of any calendar quarter after the date hereof (including the first such calendar quarter), by written notice from Monsanto given not less than fifteen (15) days prior to the date on which such quarterly period is to commence. Unless Distributor, by written notice received by Monsanto prior to the beginning of such quarterly period, objects to the proposed revision, such revision shall become effective at the start of such quarterly period. Distributor's written objection to such proposed revision received by Monsanto prior to its effective date shall permit Distributor to purchase elsewhere the quantities due during the ensuing quarterly period if Distributor shall be able to purchase such quantities of goods of equal quality manufactured in the United States at a lower delivered price from responsible manufacturers thereof, and shall have furnished Monsanto with satisfactory written proof of bona fide offers by such manufacturers and Monsanto shall have elected not to meet such offers, in which event Monsanto shall be released from its obligation during such quarterly period. If Monsanto desires to revise the price, point of delivery, service allowance or terms of payment pursuant to this section, but is restricted to any extent against so doing by reason of any governmental law, regulation, order or action, or if the price, point of delivery, service allowance or terms of payment then in effect under this Contract are altered by reason of any governmental law, regulation, order or action, Monsanto shall have the right to terminate this contract by written notice to Distributor.
*SEE PARAGRAPH 18 OF EXHIBIT A ATTACHED HERETO.

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15. PRICE PROTECTION. Should Distributor at any time any shipment is due under this Contract be offered a lower delivered price on goods manufactured in the United States of equal quality, in like quantity as the shipment involved, for the same use by a responsible manufacturer of the goods and furnish Monsanto satisfactory written proof of same, Monsanto will either supply such shipment at the lower price or permit Distributor to purchase such quantity at the lower delivered price from the manufacturer making such offer. The quantity so purchased by Distributor will be deducted from the total quantity of this Contract.

16. ASSIGNMENT. Distributor shall not assign its rights or delegate its performance hereunder without the prior written consent of Monsanto, and any attempted assignment or delegation without such consent shall be void.

17. MISCELLANEOUS. The validity, interpretation and performance of this Contract shall be governed and construed in accordance with the laws of the State of Missouri. This Contract constitutes the full understanding of the parties, and a complete and exclusive statement of the terms of their agreement. Except as provided in Sections 14 and 15 hereof, no conditions, understanding or agreement purporting to modify or vary the terms of this Contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgement or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Monsanto or Distributor with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound.

THIS CONTRACT cancels and supersedes all existing Contracts by and between Monsanto and Distributor for the distribution and sale of the Products.

CENTRAL SOLVENTS & CHEMICALS CO. Distributor	MONSANTO COMPANY
By:_____	By:_____
Title:_____	Title:_____
Date:_____	Date:_____

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EXHIBIT A

18. INVENTORY PRICE PROTECTION. In conjunction with the provisions of Paragraph 14 (Price Revision), in the event of a price decrease by Monsanto, Monsanto will credit the Distributor for the difference between the old price and the new price for all inventory on hand at Distributor's warehouse which was purchased from Monsanto within a forty-five (45) day period immediately preceding the effective date of the price decrease. For purposes of computing purchases in said 45 day period the date of shipment will govern.

19. SHIPMENTS TO DISTRIBUTOR TERMINALS. Bulk shipments will normally be made in full tanktrucks of 40,000 pound minimums (approximately 3600 gallons) or full tankcars (8,000 or 10,000 gallons) direct to Distributor's storage tanks. The minimum quantity of any one bulk product in a compartment load will be 4500 pounds (approximately 500 gallons). There is no maximum quantity as the Distributor will want to take advantage of full tanktrucks and truckloads whenever possible. Prices will be those applying on quantity of the combined (mixed) shipment. Discounts will be shown on the invoice. Thru-put allowances will be shown on the invoice. Truckload and carload deliveries are to be made in quantities wherein the minimum freight (published tariff minimum) is obtained and will be shipped direct to Distributor's warehouse. To obtain the truckload price, a minimum of 24,000 lbs. net weight is required.

20. PICK UP BY DISTRIBUTOR TRUCK. If the Distributor wishes to use his own trucks to transport to his terminals, warehouses, or customers from Monsanto's appropriate plant locations, Monsanto will allow freight at full tanktruck or truckload tariff minimum rates on the actual quantity taken, for products sold on a freight allowed basis. This will be allowed on both Group I and Group II products with the minimum quantity of each product to be 4500 pounds (approximately 500 gallons). There will be no maximum limit. All prices will be at the full truck rate and all discounts will be shown on the invoice. No thru-put allowances will be allowed on third party pick-ups, but the thru-put allowances will be allowed on bulk quanti ies destined for the Distributor's terminal, and said allowances will be shown on the invoice.

21. THIRD PARTY SHIPMENTS VIA COMMON CARRIER. With prior agreement between Monsanto and Distributor on each new third party customer Monsanto will ship via common carrier for the purpose of allowing Distributor to realign unbalanced inventory; give service to his customer when temporarily out of stock; handle orders for rarely or erratically ordered material; and take new plasticizer business for which order patterns have not yet been established. A list of these third-party shipments will be maintained and reviewed annually with the Distributor to determine if they are accomplishing the purposes intended.

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Drums will be shipped in any quantity at prices applying on the actual quantities taken. Monsanto will pay the freight on freight allowed products and charge the Distributor the freight to destination on FOB products. The Distributor's discount will be shown on the invoice. No thru-put allowances will be paid. Monsanto will make stop-off shipments only if it agrees to do so prior to each sale contemplating such shipment. If Monsanto allows such shipment the Distributor will pay stop-off charges and any additional freight charge above that which would normally apply for shipment direct to the customer or direct to the appropriate Distributor terminal.

If Distributor wishes to make repeated third-party shipments (on a brokerage type basis) via common carrier to specified customers Monsanto will negotiate for such business with the Distributor at a lower rate of commission.

22. USE OF DISTRIBUTOR FACILITIES. When feasible to Monsanto, Monsanto will utilize the Distributor's bulk terminals and warehouses to service customers to whom it makes direct sales of the products inventoried by the Distributor, with suitable thru-put charges to be negotiated as regards each warehouse and/or bulk terminal.

23. TERM. This Contract shall continue in full force and effect from January 1, 1972, until December 31, 1972, and from calendar year to calendar year thereafter unless either party hereto shall at least six months prior to December 31, 1972, or any subsequent December 31 give written notice to the other party of its intention to terminate the same at the end of such Contract year, subject, however, to earlier rights of cancellation in accordance with the terms recited elsewhere herein.

If, however, Distributor shall fail to comply with or perform any of its agreement as set forth herein, and if Distributor shall fail to remedy such default within fifteen (15) days after written notice thereof by Monsanto, then Monsanto shall have the right, at its option, to terminate this Contract at any time as of any specified date after the expiration of said fifteen (15) day period by written notice to Distributor.

24. PRICES. Notwithstanding the price lists dated July 1, 1971 shown in Exhibit C, it is understood and agreed that the actual initial prices for the Products covered hereunder shall be those Monsanto prices for the products listed in Exhibit B in effect as of the commencement date hereof, January 1, 1972, and thereafter shall be subject to change as provided for in paragraph 14 hereof.

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EXHIBIT B

In accordance with Page 1(a) of this contract, the products hereunder are as listed below:

Group I Plasticizers

Phthalates	Bulk Discount	Bulk Thru-Put	Drum Discount
Dibutyl (DBP)	7.5%	2¢ gal.	7.5%
Diethyl (DEP)	5%	2¢ gal.	5%
Dimethyl (DMP)	5%	2¢ gal.	5%
Di-isodecyl (DIDP)			
When price is over .145/lb.	6%	2¢ gal.	5%
" " " at .145/lb.	½¢ lb.	2¢ gal.	5%
" " " under .145/lb.	½¢ lb.	None	5%
Dioctyl Phthalate (DOP)			
When price is over .14/lb.	6%	2¢ gal.	5%
" " " at .14/lb.	½¢ lb.	2¢ gal.	5%
" " " under .14/lb.	½¢ lb.	None	5%
Diundecyl Phthalate	5%	2¢ gal.	5%
Adipates			
Dioctyl (DOA)	5%	2¢ gal.	5%
Santicizer 97	5%	2¢ gal.	5%

Group II Plasticizers

	Bulk Discount	Drum Discount
Aroclors	5%	5%
Glycollates		
Santicizer E-15	-	5%
Santicizer B-16	5%	5%
Santicizer M-17	5%	5%
Permanents		
Santicizer 409	5%	5%
Santicizer 411	5%	5%
Santicizer 412	5%	5%
Santicizer 429	5%	5%
Santicizer 480	5%	5%
Santicizer 481	5%	5%
Santicizer 482	5%	5%

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EXHIBIT B

Group II Plasticizers (Cont.)

	Bulk Discount	Drum Discount
Phosphates		
Santicizer 140	10%	10%
Santicizer 141	10%	10%
Santicizer 145	10%	10%
Santicizer 148	10%	10%
Tributyl	10%	10%
Tricresyl (TCP)	10%	10%
Tributoxy Ethyl (TBEP)	10%	10%
Triphenyl Phosphate	-	5%
Triphenyl Phosphite	-	5%
Phthalates		
Dicyclohexyl (DCHP)	-	5%
Diphenyl	-	5%
Santicizer 160	7.5%	7.5%
Santicizer 213	5%	5%
Santicizer 214	5%	5%
Santicizer 215	5%	5%
Santicizer 218A	7.5%	7.5%
Santicizer 261	5%	5%
Santicizer 278	5%	5%
Santicizer 711 - over 14¢ lb.	5%	5%
" " at 14¢ & under	½¢ lb.	5%
Santicizer 885	7.5%	7.5%
Sulfonamides		
Santicizer 1-H	-	5%
Santicizer 8	5%	5%
Santicizer 9	-	5%
Santolite MHP	-	5%
Santolite MS80%	-	5%
Specials		
Dytrol	5%	5%
HB-40	5%	5%
Mod-Epox	5%	5%
Montars	-	5%
Modaflow	Special Net Price*	
Santicizer 679	5%	5%
Santomask II	-	5%

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EXHIBIT B

*Modaflow Net Prices =	1 gal. can	$3.50 lb.	- No Discount
	5 gal. can	3.51 lb.	- " "
	20 gal. drum	3.54 lb.	- " "
	55 gal. drum	3.57 lb.	- " "

If ordered with other plasticizers ex-St. Louis we will ship from St. Louis freight prepaid. If order placed for Modaflow only, shipment will go forward from Nitro, West Virginia freight collect.

Subject to the Distributor's preference, Monsanto will invoice Distributor by one of two methods;

1. Schedule price with discount shown separately,
2. Net price. (Schedule price less discount.)

Thruput allowances will be shown on invoices as separate entries only.

Monsanto reserves the right to make additions or deletions of products to Groups I or II above at any time.

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