MONSANTO CHEMICAL COMPANY

AGENCY AGREEMENT

THIS AGREEMENT made and entered into this First day of July, 1962, by and between MONSANTO CHEMICAL COMPANY, a Delaware Corporation (hereinafter referred to as "Principal") and CENTRAL SOLVENTS & CHEMICAL COMPANY (hereinafter referred to as "agent)

WITNESSETH:

Principal hereby appoints agent its nonexclusive sales agent for the sale of its proprietary plasticizers, namely:

Diphenyl Phthalate	Santicizer 411
Santicizer 160	HB-40
Santicizer 213	HB-20
Santicizer 214	Dytrol
Santicizer 630	Montars
Santicizer 631	Aroclors, Distilled
Santicizer 141	Aroclors, Undistilled
Santicizer E-15	Santicizer 1-H
Santicizer B-16	Santicizer 8
Santicizer M-17	Santicizer 9
Santicizer 405	Santolite MHP
Santicizer 409	Santolite MS 80%

in bulk (tankcar or tanktruck) to those of the accounts listed in Table I attached hereto, made a part hereof and marked Exhibit A as same may be amended from time to time in the future by mutual agreement of principal and agent, hereinafter referred to as "listed accounts", which buys for the first time in either tankcar or tanktruck lots, hereinafter referred to as "bulk buyers", subsequent to the end of the year immediately following the year during which agent first made a sale to such account.

This appointment shall be for a term of one (1) year from date hereof until December 31, 1962, and shall continue from year to year thereafter unless

HARTOLDMON0030386

terminated at the end of the first year or at the end of any succeeding year by either party serving on the other six (6) months' written notice of its desire to terminate at least six (6) months prior to the end of any year.

Agent hereby accepts such appointment and agrees to use its best efforts to so sell said proprietary plasticizers.

All sales shall be subject to approval by principal and shall be at such prices, terms, and conditions as principal shall determine upon and advise agent from time to time.

Agent shall do the invoicing and may invoice under his own "bill head" provided that agent shows on each invoice that in so billing he is acting as agent of principal.

Agent will be responsible for all credit risks involved in connection with any sales made by agent and will either turn over funds collected by it for Monsanto's account on the 15th day of the month following the month in which the sale was made for Monsanto or itself give to Monsanto such sums due which it may not have collected.

Should agent enter into any written contracts as contrasted with spot sales they shall be written in principal's name and on principal's forms and the original copy of such contracts shall be retained by principal.

Principal will ship directly to the purchaser such material as agent sells under this agency agreement.

Principal shall pay agent a commission of five per cent (5%) of the gross selling price of all such proprietary plasticizers delivered upon orders or contracts obtained by agent during the period of this agency and accepted by principal.

Monsanto reserves the right to solicit business in competition with agent.

HARTOLDMON0030387

Agent shall not be paid any commission on sales to any "listed account" who becomes a bulk buyer before the end of the year immediately following the year during which agent first made a sale to such account.

All expenses incurred by agent in soliciting orders or obtaining sales such as traveling expenses, telephone, telegrams, office expense, and payroll shall be borne by agent.

Principal shall pay agent his commission promptly on receipt from agent of the funds collected by it for Monsanto or receipt of the funds given Monsanto by agent in the event he has been unable to collect the sums due Monsanto within the stated period.

Neither principal nor agent shall assign this agreement or assign any money to become due hereunder and any such assignment shall be void unless previously agreed to by the other party.

Signed at Chicago, Illinois, the day and year first above written.

ATTEST:

_____

MONSANTO CHEMICAL COMPANY

By _____

ATTEST:

_____

CENTRAL SOLVENTS & CHEMICAL COMPANY

By _____

HARTOLDMON0030388