

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of June 15, 1983, by and between Monsanto Company, 800 North Lindbergh Boulevard, St. Louis, Missouri 63166 (Monsanto) a Delaware corporation, and Brooks Erection & Construction Company, P. O. Box 14237, 16016 Perkins Road, Baton Rouge, Louisiana 70810 (Contractor) a Louisiana Corporation,

WITNESSETH:

WHEREAS, Monsanto and Contractor entered into Contract No. 8186, dated May 13, 1983 for General/Mechanical Work for Monsanto Project CEA 3648 - EB/SM Splitter Packing at the Texas City Plant - Texas City, Texas.

WHEREAS, Monsanto and Contractor desire to amend said Contract with respect to certain particulars;

NOW, THEREFORE, it is agreed as follows:

1. In Article 3.0 Contract Price - Partial Payments - Changes:

Change the last sentence of paragraph 3.3 to read as

follows: The Engineer shall check the application for partial payment and, not later than five working days after receipt of such application, shall approve and place for payment by Monsanto via wire transfer of funds to Contractor's authorized bank a sum equal to ninety percent (90%) of the value of labor, equipment and/or material which the Engineer estimates has been acceptably incorporated into the Work or suitably stored at the site thereof, less the aggregate of any previous payments.

2. All other terms and conditions of said Contract No. 8186 shall be and remain in full force and effect.

IN WITNESS WHEREOF, Contractor and Monsanto have executed this Supplemental Agreement effective as of the date set forth at the beginning.

MONSANTO COMPANY

By _____

Title _____

Witness _____

BROOKS ERECTION & CONSTRUCTION CO.

By _____

Title _____ LAM012275

Witness _____

PLAINTIFF'S EXHIBIT

MON-1721

BROOKS EREC. & CONSTRUCTION CO.
--TOWNSEND, CARL A.

SC

11054

LAM012274