Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166
Phone: (314) 694-1000

SPECIAL UNDERTAKING BY PURCHASERS OF MONOCHLORODIPHENYL

Monsanto Company ("Monsanto") manufactures certain polychlorinated biphenyl products ("PCBs") and is capable of manufacturing monochlorodiphenyl which The Dow Chemical Company ("Buyer") desires to purchase. While Buyer desires to purchase monochlorodiphenyl because of certain desirable properties, Buyer acknowledges that it is aware and has been advised by Monsanto that monochlorodiphenyl contains PCBs, which tend to persist in the environment; that care is required in the handling, possession, use and disposition of both monochlorodiphenyl and PCBs; that tolerance limits have been or are being established for PCBs in various food products. Furthermore, to assist Buyer in the safe handling, possession, use and disposition of PCBs and monochlorodiphenyl, Monsanto has made available to Buyer such data as in Monsanto's opinion is pertinent which is in its possession at the time of this agreement relative to the handling, possession, use and disposition of PCBs and monochlorodiphenyl.

Monsanto has therefore adopted certain restrictive policies with respect to its production, sale and delivery of PCBs and monochlorodiphenyl because of its PCB content, including the receipt of undertakings from its customers as set forth below, and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of monochlorodiphenyl and the PCBs contained therein by Monsanto to Buyer. Accordingly, Buyer hereby covenants and agrees that, with respect to any and all monochlorodiphenyl, and the PCBs contained therein, sold or delivered by or on behalf of Monsanto to Buyer on or after the date hereof, and in consideration of any such sale or delivery, Buyer shall defend, indemnify and hold harmless Monsanto, its present, past and future directors, officers, employees and agents, from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses arising out of or in connection with the receipt, purchase, possession,

A unit of Monsanto Company

handling, use, sale or disposition of such monochlorodiphenyl, and the PCBs contained therein, by, through or under Buyer, whether alone or in combination with other substances, including without implied limitation, any contamination of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such monochlorodiphenyl, including any PCBs contained therein.

Monsanto shall promptly notify Buyer of any and all claims, acts, etc., involving Buyer hereunder and shall permit Buyer to participate in the defense or compromise of any such claims, actions, etc.

All existing contracts for the sale of monochlorodiphenyl by Monsanto to Buyer are hereby amended to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any monochlorodiphenyl or PCBs to Buyer. No conditions, understandings or agreements purporting to modify or vary the terms hereof shall be binding unless hereafter made in writing specifically referring to this agreement and signed by the party to be bound and no modification or variance of the above undertaking shall be effected by the acknowledgment or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

Accepted by

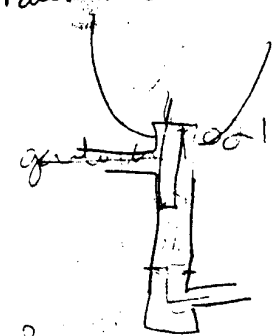
THE DOW CHEMICAL COMPANY, USA

By _____
Vice President

Date 6/26/73

MONSANTO COMPANY

By _____



MONS 096732