ADDENDUM NO. 1

1. Title to and Risk of Loss for the Goods passes to Nuclear Engineering Company, Inc. (Contractor) upon delivery by Monsanto Company (Monsanto) at Monsanto's John F. Queeny Plant. Delivery is deemed to occur after the Goods are loaded into or onto the transport vehicles or facilities provided by Contractor to transport said Goods and such loaded vehicles have departed from Monsanto's plant. Monsanto shall label, placard and package the Goods in compliance with all applicable DOT regulations and load said Goods into or onto the transport vehicles or facilities and Contractor shall be solely responsible for securing such Goods after they have been loaded.

2. (a) The general descriptions of the various types of Goods to be delivered to Contractor for disposal are set out on Schedule A and the Hazardous Waste Shipment Record Form. (For the purposes of this Addendum, Schedule A and the Hazardous Waste Shipment Record Form shall include any deriviations thereof or supplements thereto as mutually agreed upon in writing by Monsanto and Contractor.) The percent composition of such Goods may, however, vary from shipment to shipment and from one container to another, because of variations in process operations and the maintenance procedures of Monsanto's plants. (For the purpose of this Addendum,

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general description shall mean that description mutually agreed upon in writing by Monsanto and Contractor.) It is understood by the parties that Contractor will rely solely on Schedule A and the Waste Shipment Record Form for the general description of the Goods, and Contractor shall not be required to analyze, sample or test such Goods. Provided, however, that Contractor shall be required to examine the general description in Schedule A and the Waste Shipment Record Form prior to disposal of the Goods to determine whether the Goods are sufficiently described thereon to enable Contractor to properly dispose of such Goods.

(b) Contractor shall within fifteen (15) days after delivery of the Goods, give notice to Monsanto of Goods which vary materially from the general descriptions thereof as set forth in the attached Schedule A and Hazardous Waste Shipment Record Form and which, as a result thereof, are unsuitable for disposal at Contractor's disposal facility. For such varying Goods, Monsanto agrees to pay Contractor all inspection, transportation and handling costs actually and reasonably incurred by Contractor, both to Contractor's place of disposal and return to Monsanto's plant or to such other storage or disposal facility designated by Monsanto. Such inspection, transportation and handling charges shall not be paid if Contractor fails to give such notice within said fifteen (15) day period.

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(c) For Goods which vary materially from the general description set out in Schedule A and the Hazardous Waste Shipment Form, but which remain suitable for disposal at Contractor's disposal facilities, Monsanto agrees to reimburse Contractor for increased costs actually and reasonably incurred by it in disposing of such varying Goods, provided (i) that Contractor notifies Monsanto in writing prior to disposal or within fifteen (15) days after delivery, whichever comes first, that its cost of disposal is increased as a result of the Goods materially varying from the general description, specifying the nature of the variance, its best estimate of the increase in cost, and an explanation of such increase in cost and (ii) that Monsanto shall have the right to inspect the Goods before disposal to determine whether such variance does exist. If Monsanto and Contractor disagree as to the extent of such variance and the amount of the additional cost of disposal, and cannot reach a mutually acceptable compromise, the varying Goods shall be returned in the same manner and under the same conditions as set out in Paragraph 2(b). Contractor shall not be reimbursed for such increased cost, if it fails to give such notice prior to disposal or within said fifteen (15) day period, whichever comes first. Such payments for either the return or increased cost of disposing of any varying Goods by Monsanto shall be the limit

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of Monsanto's liability to Contractor for such varying Goods. Subject to Monsanto's obligations under Paragraph 2(a) and its obligation to package, label, placard and load the Goods, Monsanto MAKES NO OTHER REPRESENTATIONS OR WARRANTIES 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.

3. Contractor acknowledges that it has received a general description of the Goods, that it is familiar with the hazardous nature thereof, and that it has the knowledge and expertise to handle, haul and dispose of the Goods in a safe and efficient manner, as such Goods are generally described in Schedule A and the Hazardous Waste Shipment Record Form.

4. Contractor shall indemnify and hold Monsanto, its employes and agents harmless from and against any and all liabilities, claims, damages, penalties, actions, suits, losses, costs and expenses (including cost of defense, settlement and reasonable attorneys' fees), whether the foregoing are based in contract, negligence, strict liability or other legal theory, for any personal injuries, including death, and/or property damage, or for any contamination of or adverse effect on humans, domestic animals, aquatic and wildlife, food, animal feed or the environment, arising out of or in connection

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with the receipt, possession, handling, distilling, use, resale, transfer or disposal of the Goods, distillates or residues therefrom or any components thereof by Contractor or others, whether alone or in combination with other substances. Monsanto, if it so elects, shall have the right to tender its own defense, which right shall include, but not be limited to, the selection of counsel and the preparation of Monsanto's defense. Notwithstanding the foregoing and provided Contractor has properly performed its duties and obligations under this Agreement, Contractor shall not be required to indemnify or hold Monsanto, its employes and agents harmless in the event (a) the Goods materially vary from the general descriptions thereof set forth in the attached Schedule A and the Hazardous Waste Shipment Record Form, and such variance is the cause of such personal injury, including death, and/or property damage, or (b) such personal injury, including death, and/or property damage is caused by the negligence of Monsanto (i) in furnishing or utilizing defective containers into which the Goods may be stored (ii) in labelling, placarding or packaging the Goods contrary to applicable DOT regulations or (iii) while loading the Goods onto Contractor's transport vehicles or facilities.

5. The terms and conditions of this Addendum shall supersede any contrary or conflicting terms in Monsanto's purchase orders or Contractor's Hazardous Waste Shipment Record Form.

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6. Monsanto and Contractor acknowledge and agree that Section 2, Sentence 2, of Contractor's Hazardous Waste Shipment Record Form, #116 LNC shall be null and void.

7. EXCUSE OF PERFORMANCE. Performance under this addendum and purchase order, except for the payment of money for services performed, may be suspended by either party in the event of: act of God, war, riot, fire, explosion, accident, flood, sabotage; lack of adequate fuel, power, raw materials, labor, containers or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; breakage or failure of machinery or apparatus; national defense requirements or in the event of labor trouble, strike, lock-out or injunction (provided that neither party shall be required to settle a labor dispute against its own best judgment); or any other event beyond the reasonable control of such party, which event prevents the delivery, transportation, acceptance or disposal of Goods. Any party claiming the existence of an excuse of performance shall promptly notify the other party of its existence, expected duration and effect on this addendum and purchase order.

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