March 28, 1972

SPECIAL UNDERTAKING FOR FUTURE PURCHASES OF POLYCHLORINATED BIPHENYLS CONTAINED IN THERMINOL FR-1® (A TRADE NAME OF MONSANTO COMPANY)

Monsanto Company (Monsanto) has in the past sold certain polychlorinated biphenyls as heat transfer fluids under the trade names of Therminol FR-0®, Therminol FR-1®, Therminol FR-2®, and Therminol FR-3®. Sale of these Therminol FR series products is being discontinued. However, the United States Atomic Energy Commission and the Bendix Corporation (jointly and severally referred to herein as "Buyer") desire to purchase 400 barrels of Therminol FR-1® and the polychlorinated biphenyls therein contained (polychlorinated biphenyls contained in said 400 barrels of Therminol FR-1® being herein called "PCBs") for use in certain applications critical to the national defense and for which Buyer feels acceptable substitutes are not presently available.

Buyer acknowledges that it is aware and has been advised by Monsanto that polychlorinated biphenyls, including the PCBs, tend to persist in the environment; that care is required in their handling, possession, use and disposition; that tolerance limits have been or are being established for polychlorinated biphenyls, including the PCBs, in various food products.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all of the said 400 barrels of Therminol FR-1® and the PCBs contained therein sold or delivered by or on behalf of Monsanto to Buyer (which are being purchased for use by the Bendix Corporation's Kansas City Division) 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, handling, use, sale, or disposition of such PCBs by, through or under Buyer, whether alone or in combination with other substances, including without implied limitation any contamination or other adverse effect on humans, marine or wildlife, food, animal feed, or the environment by reason of such PCBs.

If the aforesaid 400 barrels of Therminol FR-1® are purchased under an existing contract, that contract is hereby amended to contain the provisions set forth above, but such amendment shall apply only to Therminol FR-1® and the PCBs contained therein sold and delivered after the date hereof.

Nothing herein shall create or imply any duty or obligation of Monsanto to sell or deliver any Therminol FR-1® or other polychlorinated biphenyl products 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 acknowledgement or acceptance of any sale document, purchase order, shipping instruction or other forms containing terms or conditions at variance herewith.

The indemnity undertaking of the AEC contained herein is subject to the availability of appropriated funds.

UNITED STATES ATOMIC ENERGY COMMISSION

BY: H. C. Donnelly
H. C. Donnelly, Manager

TITLE: Albuquerque Operations Office
Contracting Officer

MONSANTO COMPANY

BY: C. P. Runyon

THE BENDIX CORPORATION

BY: W. K. Ritter
Assistant General Manager

TITLE: Kansas City Division