February 8, 1972

SPECIAL UNDERTAKING BY PURCHASERS OF POLYCHLORINATED BIPHENYLS

Monsanto Company ("Monsanto") has in the past sold certain polychlorinated biphenyls ("PCBs") as heat transfer fluids under the tradenames of Therminol FR-0(R), Therminol FR-1(R), Therminol FR-2(R), and Therminol FR-3(R). Sale of these Therminol FR Series products is being discontinued but The Goodyear Tire & Rubber Company ("Buyer") desires to continue purchase of certain of these products for a period of six months while their Applegrove, West Virginia plant is changed to an alternate fluid.

Buyer acknowledges that it is aware and has been advised by Monsanto that 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 PCBs in various food products.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCBs 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, 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 of or adverse effect on humans, marine and wildlife, food, animal feed or the environment by reason of such PCBs.

In the event Monsanto incurs any liability, damages, penalties, losses, costs or expenses arising out of or in connection with Buyer's possession, handling, use, sale or other disposition of PCBs, and it cannot be determined whether such PCBs were sold or delivered on or after the date hereof, Buyer's liability to Monsanto hereunder shall be determined by multiplying the total dollar value of such liability, damages, penalties, losses, costs and expenses times a fraction, the numerator of which shall be the total pounds of PCBs sold and/or delivered to Buyer on or after the date hereof, and the denominator of which shall be the number of pounds of PCBs in use by Buyer on the date hereof.

DSW 283379.70

STLCOPCB4064778

All existing contracts for the sale of PCBs 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 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.

MONSANTO COMPANY

By: _____

THE GOODYEAR TIRE & RUBBER COMPANY

By: _____
Vice President

Attest: _____
Assistant Secretary

Date: February 8, 1972

DSW 283379.71