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Monsanto

CANADA LIMITED

425 St. Patrick Street
LaSalle 670, Quebec
(514) 366-4850

SPECIAL UNDERTAKING BY PURCHASERS OF POLYCHLORINATED BIPHENYLS

The undersigned CANADIAN GENERAL ELECTRIC COMPANY LIMITED ("Buyer") desires to purchase certain polychlorinated biphenyl products ("PCB's") which are manufactured by Monsanto Company ("Monsanto") and are distributed in Canada by Monsanto Canada Limited ("Monsanto Canada"). While Buyer desires to purchase PCB's because of certain desirable flame resistant and insulator properties, Buyer acknowledges that it is aware and has been advised by Monsanto and/or Monsanto Canada that PCB's 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 PCB's in various food products.

Monsanto and Monsanto Canada have therefore adopted certain restrictive policies with respect to the further production, sale and delivery of PCB's, including the receipt of undertakings from their customers as set forth below and Buyer is willing to agree to such undertakings with respect to sales and/or deliveries of PCB's by Monsanto or by Monsanto Canada to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by or on behalf of Monsanto or Monsanto Canada 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 and Monsanto Canada as well as their respective 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 PCB's 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 PCB's.

All existing contracts for the sale of PCB's by Monsanto or by Monsanto Canada to Buyer are hereby amended to contain the provisions set forth above.

Nothing herein shall create or imply any duty or obligation of Monsanto or Monsanto Canada to sell or deliver any PCB's 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.

CANADIAN GENERAL ELECTRIC COMPANY LIMITED (Buyer)	MONSANTO COMPANY
BY [signature]	BY: [signature]
TITLE: General Counsel and Secretary	MONSANTO CANADA LIMITED
DATE: February 3, 1972	BY: [signature]