Westinghouse Electric Corporation

S W Herwald
Vice President
Engineering and Development

Westinghouse Building
Gateway Center
Pittsburgh Pennsylvania 15222

January 12, 1972

Monsanto Industrial Chemicals Co.
800 N. Lindbergh Boulevard
St. Louis, Missouri 63166

Gentlemen:

Monsanto Company ("Monsanto") manufactures certain polychlorinated biphenyl products ("PCB's") which Westinghouse Electric Corporation ("Buyer") desires to purchase for use as dielectric fluids. 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 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 has therefore adopted certain restrictive policies with respect to its further production, sale and delivery of PCB's, 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 PCB's by Monsanto to Buyer.

Accordingly, Buyer hereby covenants and agrees that, with respect to any and all PCB's sold or delivered by 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, employes 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.

Buyer further covenants and agrees that such PCB's will be used only as dielectric fluids.

All existing contracts for the sale of PCB's by Monsanto to Buyer for delivery in the future 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 PCB's to Buyer or any duty or obligation of Buyer to defend, indemnify or hold harmless Monsanto or any other corporation or any person either for the negligence of that corporation or person or for any matter arising out of or relating to any sale made to Buyer prior to the date of the execution by Buyer of this agreement. 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.

In the event of litigation involving PCB's purchased by Buyer from Monsanto, Monsanto will make available to Buyer such information as Monsanto has which, in the opinion of

Buyer, might be helpful to Buyer in said litigation, and otherwise will cooperate fully with Buyer in connection therewith.

WESTINGHOUSE ELECTRIC CORPORATION

By _____

Title Vice President

Date Jan. 12 , 1972

MONSANTO COMPANY

By _____