AGREEMENT AND RELEASE

WHEREAS, Bloomfield Silo Company, Inc., hereinafter called "Bloomfield", of Bloomfield, Indiana, has engaged in the building and repair of silos, among other places in the States of Kentucky and Indiana; and

WHEREAS, it has built or caused to be built, and later repaired or refinished or rebuilt, silos for the following persons at the addresses indicated:

Name and Address	Size of Silo
Mr. Walter Ballard, Rte. 2, Loretto, Kentucky	12' x 40'
Mr. Clifford Ard, Rte. 1, Nancy, Kentucky	20' x 60'
Finis Flynn, Rte. 1, Nancy, Kentucky	20' x 60'
Mr. Vernon McGowan, Jabez, Kentucky	20' x 60'
Marcus Muse, Rte. 1, Nancy, Kentucky	20' x 60'
Rollan Shuffett, Rte. 1, Greensburg, Kentucky	20' x 60'
John DeBoard, Somerset, Kentucky	16' x 40'
Lonnie Gene Adams, Rte. 4, Martinsville, Ind.	18' x 50'

As a result of the building, repair or rebuilding of said silos certain claims were made against Bloomfield by the farmers or dairymen listed above; and

WHEREAS, as a result of these claims, Bloomfield represents that it cleaned walls, refinished, took down and rebuilt, or otherwise worked on, cleaned, repaired or refinished silos of the above named persons after these persons made claims against Bloomfield; and

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WHEREAS, in the original construction of the silos Bloomfield allegedly used a product formulated by it or its predecessors and given a trade name of "Cumar", which is alleged to have contained Aroclor (a polychlorinated biphenyl designated as PCB); and

WHEREAS, Monsanto Company, hereinafter referred to as "Monsanto", has in the past manufactured such a product and has sold the product, although neither Monsanto nor Bloomfield is able to trace direct sales of the product by Monsanto to Bloomfield, or directly trace the use of Aroclor manufactured by Monsanto to the silos in question; and

WHEREAS, the persons listed above in 1972 or prior made claims against Bloomfield and as a consequence Bloomfield took corrective action, in some cases rebuilding the silos and in others cleaning and refinishing silos; and

WHEREAS, the claims against Bloomfield were represented by Bloomfield to Monsanto as set out in a letter dated December 19, 1972, from Bloomfield Silo Co., Inc. which is attached hereto and made a part hereof as Exhibit "1", and additional claims were made by four claimants, Clifford Ard, Finis Flynn, Vernon McGowan and Marcus Muse, in accordance with the copies of statements hereto attached and made a part hereto as Exhibit "2", for loss of silage; and

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WHEREAS, Bloomfield has represented to Monsanto that it, in its own discretion, chose to rebuild, repair or refinish the silos and finished doing this in the year 1971, and not later than the summer of 1972, and Bloomfield further represents to Monsanto that since this work was completed none of the silo owner dairymen made further or other claims against Bloomfield, apparently being satisfied of the settlement made by Bloomfield with each of them in rebuilding or refinishing claimants' silos; and

WHEREAS, Bloomfield has claimed against Monsanto, and Monsanto has denied that it is responsible to Bloomfield, the silo owners or others, in connection with the sale by Monsanto or the purchase directly or indirectly of Aroclor by Bloomfield, or the subsequent use by Bloomfield in the silos in question, and Monsanto now reiterates its position and denial of liability, but nevertheless and notwithstanding the parties desire to settle the claim made by Bloomfield against Monsanto;

NOW, THEREFORE, for and in consideration of the sum of Twelve Thousand Nine Hundred Forty-One Dollars and Twenty-Six Cents ($12,941.26) paid by Monsanto to Bloomfield, the receipt and sufficiency of which is hereby acknowledged by Bloomfield, Bloomfield does hereby acknowledge satisfaction of its claims against Monsanto and does release and discharge

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Monsanto from any and all claims which it may have made against Monsanto of any kind or nature, and specifically in connection with the use by Bloomfield in the building or repair of silos or other buildings of Monsanto's product Aroclor to the date hereof. It is further understood and provided, however, that the parties recognize that four of the dairymen silo owners, Clifford Ard, Finis Flynn, Vernon McGowan and Marcus Muse, have made additional claims against Bloomfield for additional damage to silage, etc., as set out in Exhibit "2" to this Agreement and Release, and Bloomfield represents to Monsanto that it considers it has settled these claims by the repair and rebuilding of the silos and that it does not owe the above four named persons further. Bloomfield further agrees that if these four additional claims are pressed against Bloomfield, that it will at its own expense vigorously defend against the said claims, will not pay the claims voluntarily, will bear its own expense of the defense of these claims in Court, if necessary, and that Monsanto will have no liability therefor, except that in the event of a final judgment in a Court of law against Bloomfield by these four claimants and until this time Bloomfield reserves and shall have the right to then claim against Monsanto for liability, if any, it finally incurs from these four additional claims listed in Exhibit "2).

This Agreement and Release is intended to be a full release and discharge by Bloomfield to Monsanto except as to

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the reservation set out above in preceeding paragraph, but Monsanto, however, does not admit and specifically denies any liability to Bloomfield or to others on these four specific claims, but is willing to except these claims from this release subject to the terms of this release and agreement for later determination. Bloomfield likewise represents that it has no knowledge of any other claims made by any person or firm other than those listed above in this release resulting from Bloomfield's use of Aroclor or any other Monsanto product in the construction of silos or other buildings. Bloomfield will save Monsanto harmless and indemnify it against any further claims by any of the parties listed in Exhibit "1" to this Agreement and Release except insofar as claims listed in Exhibit "2" to this Agreement and Release, which is provided for herein.

IN WITNESS WHEREOF, "Bloomfield" and "Monsanto" have executed this release and agreement, this the 3rd day of May, 1973.

BLOOMFIELD SILO CO., INC.

By: [signature] Pres.

MONSANTO COMPANY

By: [signature]

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