

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into as of the 2nd day of MAY, 1993 by and between MONSANTO COMPANY (a Delaware corporation), having offices at 800 North Lindbergh Boulevard, St. Louis, Missouri, 63167 (hereinafter referred to as "Lessee") and NIJECT SERVICES COMPANY, a general partnership of Ingersoll-Rand Enhanced Recovery Company (a Delaware corporation) and Praxair Energy Services Corporation (a Delaware corporation), having its principal office at One Williams Center, Suite 2320, Tulsa, Oklahoma, 74172 (hereinafter referred to as "Lessor").

WITNESSETH:

WHEREAS, Lessee has need for air compression equipment to produce compressed air at its Pensacola, Florida plant and desires to lease, with an option to purchase, such equipment from Lessor; and

WHEREAS, Lessor is willing to lease, with an option to buy, air compression equipment to Lessee located at Lessee's Pensacola, Florida plant.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, Lessor and Lessee agree as follows:

ARTICLE 1

DEFINITIONS

Terms used in this Lease Agreement shall have the following meanings:

- 1.1 "Lessee's Plant" means Lessee's plant located at Pensacola, Florida and any additions thereto.
- 1.2 "Leased Equipment" means the air compression facilities owned by Lessor and now located at Lessee's Plant, as more fully described in Exhibit 1.2.
- 1.3 "Equipment Site" means the plot of land furnished by Lessee at Lessee's Plant on which the Leased Equipment is now located, as more fully described in Exhibit 1.3.

ARTICLE 2

LEASE OF LEASED EQUIPMENT

- 2.1 Subject to the terms of this Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Leased Equipment. Title to the Leased Equipment shall be in and remain in the Lessor at all times except as otherwise provided in Article

- 3.2. Except as outlined in Article 3, Lessor shall remove the Leased Equipment within two (2) years after expiration or termination of this Lease Agreement, subject to delays permitted pursuant to Article 13.
- 2.2 Lessee shall, at its expense, construct, own, operate and maintain such air distributing systems and provide or arrange for such ancillary utilities as necessary to operate the Leased Equipment and distribute the resulting compressed air at Lessee's Plant.
- 2.3 Lessee shall, at its expense, operate, maintain or arrange for the operation and maintenance of the Leased Equipment, in strict compliance with Lessor's instructions.

ARTICLE 3

TERM, OPTIONS FOR PURCHASE AND TERMINATION

- 3.1 This Lease Agreement shall become effective upon the date hereof, and unless extended pursuant to Article 13, shall continue in effect until November 16, 1999 (the "Base Term"), and thereafter shall continue in effect from year to year unless terminated by either party upon written notice to the other party at least six (6) months prior to the end of the Base Term or three (3) months prior to the end of any yearly extensions thereof, except as otherwise provided in this Article 3. Lessor shall remove the Leased Equipment within two (2) years after expiration or termination of this Lease Agreement, subject to delays permitted by Article 13.
- 3.2 In each calendar year during the term of this Lease Agreement, Lessee may at its option, upon at least four (4) months prior written notice to Lessor, purchase the Leased Equipment. On the date of purchase, Lessee will pay Lessor the purchase price set forth in Exhibit 3.2 for the calendar year in which such purchase is made. The conditions of said purchase are further supplemented by Articles 9.3 and 9.5 below. Upon payment of the purchase price, this Lease Agreement shall terminate and Lessee shall have no further obligation under this Lease Agreement. Except with respect to occurrences affecting title as described in Article 9.5 below, Lessor shall deliver such documents as are necessary to convey good and marketable title of the Lease Equipment to Lessee free and clear of any liens and encumbrances caused by Lessor. ANY SUCH PURCHASE BY LESSEE OF THE LEASED EQUIPMENT SHALL BE ON AN "AS IS, WHERE IS" BASIS WITHOUT ANY EXPRESSED OR IMPLIED WARRANTIES BY LESSOR OTHER THAN THE WARRANTY OF TITLE, EXCEPT THAT

ANY EQUIPMENT WARRANTIES STILL IN FORCE SHALL BE TRANSFERRED TO LESSEE. Lessee shall pay any sales or transfer taxes imposed on either party by reason of such sale and purchase of the Leased Equipment.

- 3.3 Lessee may, at its option, upon at least six (6) months prior written notice to Seller, earlier terminate this Agreement during the Base Term. On the effective date of termination Lessee will pay to Lessor the buy-out fee set forth in Exhibit 3.3. The conditions of said early termination are further supplemented by Articles 2.1, 4.4, 17.1 and 17.2.
- 3.4 If during the term of this Lease Agreement, Lessor takes actions which result or may result in the voluntary cessation and liquidation of business which have or would have significant adverse effect on Lessee's operation of the Leased Equipment, Lessor shall give Lessee at least six (6) months prior written notice of such contemplated action after which Lessee will have the right to purchase the Leased Equipment at a negotiated price.

ARTICLE 4

RENTAL CHARGES

- 4.1 On the first day of each calendar month, Lessee shall pay Lessor rent for the Leased Equipment in a monthly amount of [REDACTED] ("Monthly Rent").
- 4.2 Lessee shall be obligated to pay Monthly Rent, as specified in Article 4.1 even if Lessee has no use for the Leased Equipment that month or chooses to operate the Leased Equipment for only a portion of the month or at lower production levels.
- 4.3 The terms of payment will be net cash ten (10) days following the beginning of each month. In the event Lessee is late in the making of any payment hereunder, Lessee shall pay to Lessor a late payment penalty, applied to the balance due for each month of lateness or portion thereof. The balance due shall bear interest, at a rate per annum equal to [REDACTED] percent ([REDACTED]) in excess of the reference ("Prime") rate charged on the due date by Chemical Bank, New York, New York to its best commercial customers.
- 4.4 If Lessee's future requirements of delivery pressures and/or flow rates of compressed air are outside the design conditions as set forth in Exhibit 4.4, then Lessor will prepare, at Lessee's request and expense, capital, design, engineering, construction, operating and maintenance cost estimates for changes or

modifications necessary to enable the Leased Equipment to meet the revised operating conditions. At Lessee's option, Lessee will either (1) authorize and pay for such changes or modifications through payment of actual costs thereof plus 15%, either in cash or a prorata increase in the Monthly Rent, (2) accept the current design conditions without change or (3) procure compressed air or additional equipment from a third party.

- 4.5 Lessee will pay or reimburse Lessor's payment of any real and personal property taxes levied on the Leased Equipment and the Equipment Site. Lessee will hold Lessor harmless on an after tax basis for any property taxes with respect to the Leased Equipment if paid by Lessor.

ARTICLE 5

WARRANTIES AND LIMITATION OF LIABILITY

- 5.1 Lessor warrants that the Leased Equipment as of the date hereof is capable of producing compressed air conforming to the specifications set forth in Paragraph 6 of Exhibit 4.4 and, if properly maintained and operated thereafter per Lessor's instructions, will be capable of so meeting those specifications throughout the term of this Lease Agreement.
- 5.2 THERE ARE NO EXPRESS WARRANTIES BY LESSOR OTHER THAN THOSE SPECIFIED IN ARTICLE 5.1. NO WARRANTIES BY LESSOR (OTHER THAN WARRANTY OF TITLE AND FREEDOM FROM LIENS AND ENCUMBRANCES AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) SHALL BE IMPLIED OR OTHERWISE CREATED UNDER LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- 5.3 No claim by Lessee of any kind with respect to the performance of the Leased Equipment, whether or not based on contract, negligence, breach of the warranties contained herein, negligence, indemnity, strict liability or otherwise, shall be greater than the pro rata portion of the Monthly Rent with respect to which such claim is made and Lessor will have no liability for incidental, consequential, indirect or special damages hereunder.
- 5.4 Lessee's use of any compressed air produced by the Leased Equipment hereunder shall be an unqualified acceptance hereof and a waiver by Lessee of any and all claims with respect to the performance of the Leased Equipment in producing such compressed air unless Lessee gives Lessor written notice of claim within ten (10) days after production of such compressed air.

ARTICLE 6

APPLICABLE LAW

- 6.1 This Agreement will be governed by the laws of the State of Florida.

ARTICLE 7

"INTENTIONALLY OMITTED"

ARTICLE 8

TAXES

- 8.1 If at any time during the term of this Lease Agreement any tax, other than a net income or excess profits tax or a general franchise tax imposed on corporations on account of their right to do business within the state as a foreign corporation, is newly imposed on Lessor by any governmental authority as a result of the Leased Equipment or, if due to a rate change or other action of the governmental authority, there is an increase in any such tax presently existing, then Lessee will reimburse Lessor therefor to the extent that Lessor's cost of furnishing the Leased Equipment are directly increased thereby. In the event of any such tax action Lessee and Lessor will work together to minimize the amount of the increase of newly imposed or existing taxes.
- 8.2 Lessee will pay any property taxes levied on the Equipment Site. Lessee will reimburse Lessor for any property taxes with respect to the Leased Equipment.
- 8.3 Lessee will pay Lessor for any use, excise and/or any other taxes now or hereafter imposed by reason of the construction, installation, delivery, leasing, possession, use or operation of the Leased Equipment.
- 8.4 Lessee shall indemnify, defend and hold Lessor harmless from any suits, claims, losses, expenses, penalties, interest, costs (including legal costs and attorneys' fees) and damages arising from or caused by Lessee's failure to comply with this Article 8.

ARTICLE 9

PLANT SITE AND TITLE TO FACILITIES

- 9.1 Lessee grants to Lessor the right of access to the Equipment Site for the term of this Lease Agreement or any extensions thereof, and thereafter for a period of two (2) years for the removal of

the Leased Equipment. Lessee, at its expense, will provide a suitable roadway to such Equipment Site.

- 9.2 Subject to Lessor's right of access to the Equipment Site for the term of this Lease Agreement, or any extensions thereof, and any other agreements between the parties hereto, Lessee shall retain ownership rights to the Equipment Site. Lessor shall retain title to all facilities furnished by Lessor comprising the Leased Equipment including, without limitation, compressor(s), electric motor(s), heat exchangers, pipelines, and connections. In the event Lessee decides to sell a part of or all of Lessee's Plant which includes the Equipment Site, Lessee shall obtain the acceptance of the purchaser of said site of Lessor's rights under this Lease Agreement. Lessee will not cause any lien or encumbrances (other than those created by Lessor) to adversely affect the Leased Equipment. Lessor will not cause any liens or encumbrances to adversely affect the Lessee's Plant.
- 9.3 No title or right in the Leased Equipment shall pass to Lessee except as expressly stated herein. The Leased Equipment and any modifications thereto shall always remain and be deemed personal and movable property even though attached to real or immovable property. All replacements, equipment, repairs or accessories made to or placed in the Leased Equipment by Lessor shall become a component part of the Leased Equipment and subject to Lessee's purchase option, and title thereto shall remain with Lessor unless purchased by Lessee with the Leased Equipment. Any spare parts stored by Lessor at the Equipment Site shall become a part of the Leased Equipment or become subject to Lessee purchase option when incorporated in the Leased Equipment as stated above. Any storage of Lessor's spare parts on Lessee's property will be in complete compliance with manufacturer's specifications, with Lessor retaining access to said spare parts at all times during this Lease Agreement.
- 9.4 Lessee will use its best efforts to prevent Lessee's employees or contractors, except as authorized by Lessor, from altering or modifying the Leased Equipment.
- 9.5 If, at any time and for any reason beyond the control of Lessor, for a period of six (6) months during the term of this Lease Agreement or any extension thereof, Lessor is prevented by Lessee from obtaining access to the Equipment Site or if Lessor is prevented from removing the Plant as permitted under this Lease Agreement, by reason of any person's claim to the Equipment Site

or for enforcement of the legal principle that fixtures affixed to realty become realty, insofar as such claim may apply to the Leased Equipment (any of the foregoing circumstances being herein referred to as a "Plant Termination Event"), then Lessee shall, within six (6) months after receipt of written notice from Lessor that a Plant Termination Event has occurred, pay to Lessor the amount that would have been payable if Lessee had purchased the Leased Equipment pursuant to Article 3.2 on the date of the beginning of the Plant Termination Event minus the replacement value of a portion of the Leased Equipment removed by Lessor. Upon payment of the purchase amount by Lessee pursuant to the foregoing (a) Lessor shall deliver a written quitclaim or disclaimer of any interest of Lessor in the Leased Equipment (or, if applicable, such portion thereof shall not be removed) from and after the date of such payment, (b) Lessee shall accept the Leased Equipment "AS IS" and "WHERE IS" and (c) this Lease Agreement shall terminate. The obligation of Lessee under this Article 9.5 shall survive the early termination or expiration of this Lease Agreement. Lessee shall indemnify Lessor for any and all taxes paid by Lessor, except those based on income, relating to the purchase by Lessee of the Leased Equipment pursuant to this Article 9.5.

ARTICLE 10

OPERATION, USE AND MAINTENANCE

- 10.1 At Lessee's sole expense, Lessee shall operate, use and maintain or cause the Leased Equipment to be operated, used and maintained in a careful manner and in accordance with Lessor's operating and maintenance procedures. Lessor shall have the right to revise said procedures from time to time during the term of this Lease Agreement.
- 10.2 Lessee shall not move or remove nor permit the Leased Equipment, or parts thereof, to be moved or removed by any third party without the prior written consent of Lessor. Any relocation of the Leased Equipment during the term hereof at the request of Lessee consented to by Lessor shall be at Lessee's sole cost and expense, and shall be under the supervision of Lessor. Lessee shall not permit, and shall exercise reasonable caution to prevent, anyone other than the authorized employees of Lessee and Lessor from using, adjusting, altering, servicing or examining the Leased Equipment.

10.3 The design of the Leased Equipment is predicated on the existence of an air source which is reasonably free of corrosive components, hydrocarbons, impurities or particulate. If Lessee installs new operations in the vicinity of the Leased Equipment or materially changes existing operations in the vicinity of the Leased Equipment that cause atmospheric contaminants and such contaminants create conditions which demonstrably affect safe or reliable operations of the Leased Equipment or imposes or results in additional maintenance, repair, operational or replacement requirements of the Leased Equipment, then Lessee, at its option upon receipt of written notice and reasonable evidence from Lessor of the existence of such contaminants shall proceed in good faith to (1) correct such condition by removal or modification of such contaminant source; (2) reimburse Lessor at cost for the costs of additions or modifications to the Leased Plant or its components reasonably necessary to alleviate such conditions for safe or reliable operation; (3) reimburse Lessor for damage caused to the Leased Equipment attributable to such contaminants; or (4) terminate this Agreement under the provisions of Article 3.3.

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ARTICLE 11

SECURITY INTEREST

11.1 If and to the extent that this Lease Agreement is deemed a security agreement under the Uniform Commercial Code, and otherwise for precautionary purposes only, Lessee grants Lessor a first priority security interest in the Leased Equipment. Such security interest secures Lessee's obligations with respect to this Lease Agreement. Lessor, at its option may file financing statements in the appropriate offices using the terms "Lessor" and "Lessee" in order to protect its rights and interest under the terms of this Lease Agreement. Lessee authorizes Lessor to sign Lessee's name to such financing statement.

ARTICLE 12

LIABILITY AND INSURANCE

12.1.1 Lessee and Lessor acknowledge that there are hazards associated with the use of the Leased Equipment. Each party agrees that its personnel are aware of these hazards and assumes all responsibility to warn its employees and independent contractors of all hazards disclosed to Lessee by Lessor and to Lessor by Lessee to persons and property in any way connected with the

Leased Equipment. Lessee also assumes all responsibility for the results of using compressed air produced by the Leased Equipment in any process or in combination with other facilities.

Notwithstanding the above, in the event that Lessee shuts down the Leased Equipment subject to this Article 12, Lessee shall indemnify and hold Lessor harmless from and against and to the extent any damages to the Leased Equipment are caused by or resulting from any wrongful acts of Lessee during such shutdown.

- 12.1.2 If the compressed air being supplied is in conformance with the purity specifications of Exhibit 4.4, determination of the suitability of the compressed air furnished hereunder, for the use contemplated by Lessee is the sole responsibility of Lessee and Lessor shall have no responsibility in connection therewith.
- 12.2 Except as set forth to the contrary herein and except in the case of willful acts or omissions, neither party nor its subcontractors or suppliers, shall be liable to the other party, any beneficiary of this Lease Agreement or any successor in interest, for special, indirect, incidental, or consequential losses or damages arising out of this Lease Agreement, or any breach thereof, whether or not such losses or damages are based on contract, warranty, negligence, indemnity, strict liability or otherwise.
- 12.3 Each party agrees to indemnify and save the other and its directors, officers, employees, agents and servants harmless against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses (including cost of defense, settlement and reasonable attorneys' fees) which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property of any third party, including employees, to the degree caused in whole or in part by, the negligence of the indemnifying party or any person, firm or corporation (or any employee thereof) employed or engaged by such indemnifying party in connection with its performance of this Lease Agreement.
- 12.4 In a manner consistent with Lessee's world wide insurance practices, Lessee shall procure and maintain throughout the term of this Agreement, and for a period of two (2) years thereafter, insurance as described in the following subarticles. Each party shall secure from his workers' compensation carrier a waiver of subrogation in favor of the other party and its employees.

12.4.1 Worker's Compensation Insurance - Such insurance shall be in an amount equal to the limit of liability and in the form and amount prescribed by the laws of Florida, for all of Lessee's employees employed in the performance of this Agreement.

12.4.2 Employer's Liability Insurance - Such insurance shall provide coverage for bodily injury by accident or disease, including death at any time resulting therefrom, and shall have the following limits:

\$500,000 each accident -- for bodily injury by accident

\$500,000 each employee -- for bodily injury by disease

\$1,000,000 policy limit for bodily injury by disease

12.4.3 Liability Insurance (Except Automobile Liability) - Such insurance shall be in a form providing coverage not less than that of the Comprehensive General Liability Insurance Policy. Such insurance shall include coverage for all Operations exposures in connection with performance of this Agreement including coverage for explosion, collapse and underground damage, broad form property damage, independent contractors liability, products liability, completed operations liability, contractual liability, and personal injury coverage. Lessee agrees to maintain such products' liability and completed operations coverage for three (3) years following expiration or termination of this Agreement. Such insurance shall have limits of liability of not less than \$2,000,000 per occurrence, with an annual aggregate of not less than \$2,000,000.

12.4.4 Automobile Liability Insurance - Such insurance shall cover all Lessee's owned, non-owned, hired and rented automotive equipment. It shall provide bodily injury and property damage coverage in an amount not less than \$1,000,000 combined single limit per occurrence.

The insurance described in this Article 12.4 sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on Lessee's liability under this Agreement, such limitations of Lessee's liability are set forth elsewhere in this Agreement.

12.5 For the term of this Lease Agreement, in a manner consistent with Lessee's world-wide insurance practices, Lessee shall insure all real and personal property including the building, the Leased Equipment, and all machinery, materials, equipment, piping and vessels thereof or therein, against all risks of loss and physical damage (specifically excluding, however, boiler and machinery

coverage) for an amount not less than the full replacement value thereof. Unless Lessee and Lessor otherwise agree in writing, the proceeds of such insurance shall be used to restore, repair, replace and/or rebuild the property which sustained the insured loss or damage.

- 12.6 Certificates of Insurance evidencing the insurance coverages required by the foregoing Article 12.4 shall be furnished by Lessee to Lessor from time to time during the term of this Lease Agreement, upon reasonable request.
- 12.7 Should Lessor not be provided satisfactory evidence of property insurance by Lessee, Lessor may obtain suitable property insurance and add the cost of same to Lessee's Monthly Rent.
- 12.8 Lessee shall use its best efforts to make such arrangements as are necessary to insure that every Certificate of Insurance evidencing the coverages required by Articles 12.4 and 12.5 hereof shall contain the following clause (or the equivalent thereof):

"No reduction or cancellation of any of the above described policies shall become effective until thirty (30) days after the date written notice is actually mailed to":

Niject Services Company
One Williams Center
Suite 2320
Tulsa, Oklahoma 74172
Attention: President

- 12.9 All policies of insurance providing the coverages required by Articles 12.4 and 12.5 hereof shall be countersigned by a duly authorized and accredited agent or agents of the carrier residing in the State of Florida. All such insurance shall be carried with insurance companies authorized to do business in Florida. In lieu of a carrier or agent residing in the United States, Lessee may obtain coverage from Lloyd's of London, or any of its affiliates, or from an agent or carrier residing in a foreign country, which is approved by Lessor, such consent not to be unreasonably withheld. All insurance policies required shall be issued by companies who hold a current Policyholder's Alphabetic and Financial Size Category Rating of not less than A XIII according to Best's Insurance Reports but the preceding requirements shall not apply if Lessee obtains coverage from Lloyd's of London, or any of its affiliates.

ARTICLE 13
FORCE MAJEURE

- 13.1 Except for any obligations to make payments as set forth in this Agreement, Lessee shall not be liable for default or delay in the performance of any of its obligations hereunder, due to an act of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, labor disturbance, national defense requirement, governmental law, ordinance, rule or regulation whether valid or invalid, any acts of Lessor, its agents, employees or contractors, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control whether or not the contingency is of the same class or type as those enumerated above, it being expressly agreed that such enumeration shall be nonexclusive. Lessee, if affected by a Force Majeure shall give prompt notice to the Lessor, confirmed in writing within three (3) days, as to the details of the Force Majeure event and an estimate of its probable duration and will make best efforts to terminate such Force Majeure circumstance provided however that this shall not compel Lessee to settle a labor dispute.
- 13.2 Lessor shall not be liable for default or delay in the performance of any of its obligations hereunder, due to an act of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, labor disturbance, national defense requirement, governmental law, ordinance, rule or regulation whether valid or invalid, any acts of Lessee, its agents, employees or contractors, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control whether or not the contingency is of the same class or type as those enumerated above, it being expressly agreed that such enumeration shall be nonexclusive. Lessor, if affected by a Force Majeure shall give prompt notice to Lessee, confirmed in writing within three (3) days, as to the details of the Force Majeure event and an estimate of its probable duration and will make best efforts to terminate such Force Majeure circumstance; provided, however, that this shall not compel Lessor to settle a labor dispute.
- 13.3 In the event of a delay, or default in performance by Lessee or Lessor due to a Force Majeure event described in Articles 13.1 and 13.2, at the option of the Lessee the term of this Lease Agreement may be extended for a period equal to the period of such delay or

for a total period of six (6) months in the aggregate whichever is shorter. To the extent that Lessee had previously paid Monthly Rent and not received commensurate use of the Leased Equipment due to a Lessor Force Majeure event, no additional Monthly Rent shall be paid for such extension period. To the extent that Lessee requests further extensions of the Base Term, Lessor and Lessee shall negotiate the rent related to said extensions not related to Lessor Force Majeure events.

- 13.4 Should a Force Majeure event as described in Article 13.1 occur and Lessee determines, in good faith and upon prior consultation with Lessee that the Leased Equipment cannot be restored to total operating capability within six (6) months, Lessee shall notify the Lessor in writing and Lessee shall have the option of (1) accepting the reduced operating capability of the Leased Equipment to provide compressed air for the remaining term of this Lease Agreement without any reduction in the Monthly Rent (and retaining any insurance proceeds of Lessee's property insurance), or (2) terminating this Lease Agreement and transferring the insurance proceeds to Lessor. Prior to termination by Lessee, Lessee and Lessor shall negotiate a purchase price for the Leased Equipment, or shall negotiate for an extension of the term of this Lease Agreement for a mutually agreed upon period of time and at a mutually agreed upon Monthly Rent.

ARTICLE 14

ASSIGNMENT

- 14.1 This Agreement shall inure to the benefit of and bind the respective successors and assigns of the parties hereto and except as provided below, neither party shall assign its obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to Lessee's rights and Lessor's obligations hereunder, Lessor may assign its rights under this Agreement, including its rights to receive payments hereunder, which assignment shall be promptly acknowledged in writing by Lessee after notice of assignment is received from Lessor. Upon such assignment, Lessor shall remain primarily responsible for its performance of its obligations under this Lease Agreement. Upon written notice to Lessor, Lessee may assign this Lease Agreement in whole or in part without the written consent of Lessor; however, Lessee shall remain primarily liable for the performance thereof.

ARTICLE 15

PRECEDENCE, ENTIRE AGREEMENT & AMENDMENT

- 15.1 The entire agreement of the parties with regard to lease of the Leased Equipment is contained herein and in the Exhibits attached hereto and made a part hereof. There are no other promises, representations or warranties affecting this Lease Agreement, and any other or different terms and conditions appearing in any purchase orders issued or accepted hereunder shall be deemed null and void.
- 15.2 This Lease Agreement shall not be modified or amended unless such modifications or amendments are in writing and signed by authorized representatives of both parties.

ARTICLE 16

NOTICE

- 16.1 It shall be sufficient giving of any notice or other communication hereunder if the party giving the same shall deposit a copy thereof in the Post Office in a registered or certified envelope, first class postage prepaid, addressed to the other party at the following address:

In the case of Lessor:

Niject Services Company
One Williams Center
Suite 2320
Tulsa, Oklahoma 74172

Attention: President

In the case of Lessee:

Monsanto Company
800 North Lindbergh Boulevard
St. Louis, Missouri 63167

Attention: Director of Purchasing
The Chemical Group of Monsanto
Company

or such other address as either party may designate in writing.

The date of giving such notice or other communication will be the date such envelope was deposited. The Post Office receipt showing the date of such deposit shall be a prima facie evidence of such fact.

ARTICLE 17
CONFIDENTIALITY

- 17.1 Lessor shall treat and maintain, and cause its employees and agents to treat and maintain, as Lessee's confidential property, and not use or disclose to others during the term of this Lease Agreement and for five (5) years thereafter, except as is necessary to perform this Lease Agreement (and then only on a confidential basis satisfactory to Lessee) the documents and information which are identified and marked as "Confidential to Lessee". The provisions of this Article shall not apply to any information referred to in this Article which Lessor establishes (i) has been published and has become part of the public domain other than by acts or omissions of Lessor, its employees or agents, (ii) has been furnished or made known to Lessor by third parties (other than those acting directly or indirectly for or on behalf of Lessee) as a matter of legal right and without restriction on disclosure or use, (iii) was lawfully in Lessor's possession prior to disclosure thereof by Lessee to Lessor and was not acquired by Lessor, its employees or agents directly or indirectly from Lessee or (iv) was lawfully developed independently by Lessor. Specific information shall not be deemed to fall within any of these exceptions merely because it is within the scope of more general information which falls into one or more of these exceptions.
- 17.2 Lessee shall treat and maintain, and cause its employees and agents to treat and maintain, as Lessor's confidential property, and not use or disclose to others during the term of this Lease Agreement and for five (5) years thereafter, except as is necessary to perform the work hereunder (and then only on a confidential basis satisfactory to Lessor), the documents and information which are identified and marked as "Confidential to Lessor". The provisions of this Article shall not apply to any information referred to in this Article which Lessee establishes (i) has been published and has become part of the public domain other than by acts or omissions of Lessee, its employees or agents, (ii) has been furnished or made known to Lessee by third parties (other than those acting directly or indirectly for or on behalf of Lessor) as a matter of legal right and without restriction on disclosure or use, (iii) was lawfully in Lessee's possession prior to disclosure thereof by Lessor to Lessee and was

not acquired by Lessee, its employees or agents directly or indirectly from Lessor or (iv) was lawfully developed independently by Lessee. Specific information shall not be deemed to fall within any of these exceptions merely because it is within the scope of more general information which falls into one or more of these exceptions.

ARTICLE 18

NON WAIVER

18.1 Neither a failure or omission of a party hereto to exercise any right of such party or enforce any obligation of the other party nor any delay of a party in any such exercise or enforcement shall impair or constitute a waiver or abandonment of any other right or nonperformance of such obligation, or preclude any subsequent exercise of such other right or any other right of such party, or preclude any subsequent enforcement of such obligation or any other obligation to the other party.

ARTICLE 19

SURVIVAL

19.1 The provisions of Articles 9.5, 12 and 17 shall survive expiration or termination of this Lease Agreement pursuant to their respective terms, including any amendment or modification thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

NIJECT SERVICES COMPANY (LESSOR)

By:  *RT*

Title: PRESIDENT

MONSANTO COMPANY (LESSEE)

By: 

Title: Vice President & General Manager

EXHIBIT 1.2 OF LEASE

PLANT DESCRIPTION

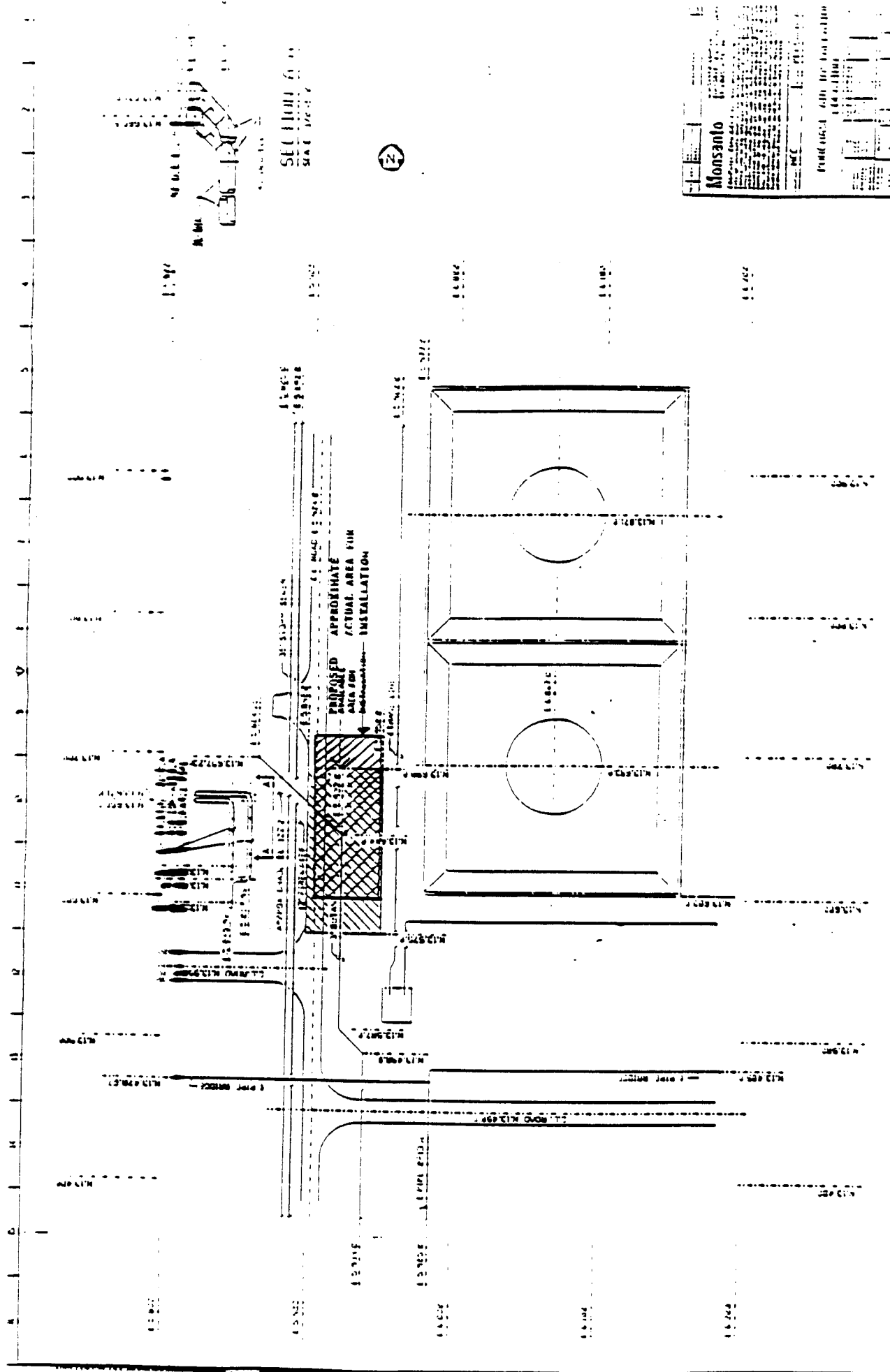
Lessee and Lessor agree that Seller's Plant includes an Electric Machinery synchronous electric motor with a nameplate rating of [REDACTED] HP, a [REDACTED] [REDACTED] air compressor with an appropriate design rating, suitable installation and auxiliary systems.

Lessee's Specification #CEA 4113 named "Specification Package-Pensacola Purchased Air", and subsequent written updates communicated between the Lessee and the Lessor, that modify said specification, will be the basis for the technical definition and the cost definition.

EXHIBIT 1.3 of LEASE

PLOT PLAN

(SEE ATTACHED PAGES)



SECTION 600
 MAY 1954

(2)

Monsanto	
PROJECT NO.	600
DATE	MAY 1954
BY	[Signature]
CHECKED BY	[Signature]
APPROVED BY	[Signature]
SCALE	AS SHOWN
PROJECT LOCATION	[Location]
PROJECT DESCRIPTION	[Description]
PROJECT STATUS	[Status]
PROJECT COST	[Cost]
PROJECT BUDGET	[Budget]
PROJECT SCHEDULE	[Schedule]
PROJECT RISK	[Risk]
PROJECT COMPLETION	[Completion]
PROJECT REVIEW	[Review]
PROJECT CLOSURE	[Closure]

EXHIBIT 3.2 OF LEASE

LUMP SUM PURCHASE AMOUNT FOLLOWING THE START-UP DATE



<u>Purchase During the Calendar Year Subsequent to The Start-Up Date During Which The Purchase Option is Effective</u>	<u>Facility Purchase Price *</u> <u>(Thousands of Dollars)</u>
1992	
1993	
1994	
1995	
1996	
1997	
1998	
1999	
	

EXHIBIT 3.3 OF LEASE

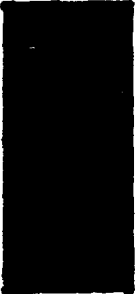
TERMINATION AND PURCHASE SCHEDULES

TERMINATION CHARGES FOLLOWING THE START-UP DATE

<u>Calendar Year Subsequent to The Start-Up Date During Which Termination is Effective</u>	<u>Termination Charge * (Thousands of Dollars)</u>
1992	
1993	
1994	
1995	
1996	
1997	
1998	
1999	

[REDACTED]

EXHIBIT 4.4 OF LEASE
PLANT DESIGN BASIS

1. The Plant design is predicated on Monsanto's specification of the Inlet Air Stack and it shall prove adequate for the supply of air to the Plant that will contain only normal atmospheric contaminants, free of corrosive components and hydrocarbon or particulate sources in excessive amounts.
2. The "Plant Design Basis" and conditions are the following:
Flow, SCFM (14.7 psia & 60°F Dry) 
Inlet Pressure (PSIA)
Temperature (Degrees F) - Maximum
Relative Humidity (%)
Cp/Cv
Compressibility
Discharge Pressure (PSIA)
3. Performance data on the attached curves PMC 1715, 1716, & 1717 as well as the attached tabulated data PMC 1714 is provided to define the acceptable operating conditions of Compressed Air Supply. Slight modifications are expected pending review of actual shop test data. Discharge pressure conditions are provided at the compressor discharge flange.
4. Plant Site design conditions are the following:
 - a. Dry Bulb Temperature, °F

Maximum	100
Minimum	+10
 - b. Maximum Wind Velocity, mph 114
 - c. Elevation above Sea Level, feet 40
 - d. Frost line, inches 0
3. Seismic zone 0
5. Niject will not modify the facility design to affect the chemical composition of the Compressed Air without the prior written approval of Monsanto.
6. The average composition of dry air is as follows:

	Volume
	<u>Percent</u>
Nitrogen	78.084
Oxygen	20.948
Argon	0.934
Carbon Dioxide	0.0314
Rare and Inert Gases	0.0026

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into as of the date of October 8, 1993 by and between PRAXAIR INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Lessor") and MONSANTO COMPANY, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as "Lessee"):

WITNESSETH:

WHEREAS, Lessee requires substantial quantities of nitrogen for use at its plant at Pensacola, Florida and desires to lease equipment for the production, compression, storage and vaporization of nitrogen for such use, and

WHEREAS, Lessor is willing to lease to Lessee such equipment on a site furnished by Lessee located at Lessee's plant at Pensacola, Florida.

NOW, THEREFORE, in consideration of the foregoing and mutual promises herein, Lessee and Lessor agree as follows:

ARTICLE 1

DEFINITIONS

As used in this Agreement:

1.1 "Lessee's Plant" means Lessee's plant at Pensacola, Florida and any additions thereto, and any portions of Lessee's Plant sold to third parties subsequent to September 25, 1979 which continues to utilize the Nitrogen Distribution System, or any other location to which any operations presently at the referenced location may subsequently be moved.

1.2 "Nitrogen Plant" means the facilities constructed, installed and owned by Lessor which contain equipment for the production, compression, storage and vaporization of nitrogen which are now located on the "Nitrogen Plant Site."

1.3 "Nitrogen Plant Site" means the plot of land furnished by Lessee at Lessee's Plant for the Nitrogen Plant on which the Nitrogen Plant is currently located.

1.4 "Nitrogen Distributing System" means the system of trunk and service pipelines constructed, installed and owned by Lessee and used to transport Nitrogen from the Nitrogen Plant to the various use points at Lessee's Plant.

1.5 "Cubic Foot" used as a measure of Nitrogen means that quantity of nitrogen which in gaseous form would occupy a volume of one cubic foot at 70 degrees Fahrenheit temperature and 14.696 pounds per square inch absolute pressure.

ARTICLE 2

LEASE OF NITROGEN PLANT

2.1 Subject to the terms of this Lease Agreement, Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the Nitrogen Plant. The Nitrogen Plant shall have the capacity to produce and deliver into the Nitrogen Distributing System or the cold box flange of the Nitrogen Plant, such volumes and quality of nitrogen as described in Exhibit A. The operating performance and characteristics shall also be as described in Exhibit A.

2.2 Lessor and Lessee agree to meet from time to time during the term of this Agreement to review Lessee's requirements for nitrogen under the maximum rate referred to in Article 2.1 which are the subject of this Lease Agreement and agree to negotiate in

good faith for additional production facilities, as such are required.

ARTICLE 3

RENTAL CHARGES

3.1 During the term hereof, Lessee shall pay Lessor a monthly rental charge for the lease of the Nitrogen Plant in the amount of [REDACTED] ("Rental Charge"), as subsequently adjusted pursuant to Article 6, plus the amount of any taxes under Article 7.

3.2 Lessee shall pay Lessor the Rental Payment monthly, with payment made within thirty (30) days of the close of each month.

ARTICLE 4

OPERATION, SPECIFICATIONS AND PERFORMANCE

4.1 Lessee shall operate and maintain the Nitrogen Plant in accordance with Lessor's operating instructions. Lessor shall have the right to revise said instructions from time to time.

4.2 Provided Lessee operates the Nitrogen Plant in accordance with Lessor's instructions and should the Nitrogen Plant malfunction or otherwise fail to meet the Performance Specifications, Lessee shall promptly notify Lessor.

4.3 Lessee shall not move or remove nor permit the Nitrogen Plant, or parts thereof, to be moved or removed by Lessee or any third party without the prior written consent of Lessor. Any relocation of the Nitrogen Plant during the term hereof at the request of Lessee shall be at Lessee's sole cost and expense, and shall be under the supervision of Lessor. Lessee shall not permit, and shall exercise reasonable caution to prevent, anyone other than

the authorized employees of Lessee and Lessor from using, adjusting, altering, servicing or examining the Nitrogen Plant.

4.4 Subject to Lessee's obligations set forth in Articles 4.1 and 4.3, the Nitrogen Plant is capable of producing nitrogen at least [REDACTED] % pure on a dry basis, including equivalent inserts with not more than [REDACTED] ppm oxygen and with a dew point of minus [REDACTED] degrees Fahrenheit or below at [REDACTED] pounds per square inch absolute pressure. In the event that the Nitrogen Plant is not capable of so performing, then pursuant to the Maintenance and Consulting Services Agreement between the Parties, necessary repairs will be made to bring the Nitrogen Plant into operating conformance with the above operating performance capabilities. This represents Lessee's exclusive remedy with respect to claims relating to performance of the Nitrogen Plant and the purity of nitrogen. Lessor will have no liability for any incidental, consequential, indirect or special damages hereunder. *the*

4.5 THERE ARE NO EXPRESS WARRANTIES BY LESSOR OTHER THAN THAT THE NITROGEN PLANT, IF PROPERLY OPERATED AND MAINTAINED, SHALL BE CAPABLE OF MEETING THE PERFORMANCE DESCRIBED IN EXHIBIT A. NO WARRANTIES BY LESSOR SHALL BE IMPLIED OR OTHERWISE CREATED BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 5

METERING EQUIPMENT

5.1 Lessor, at its expense, will maintain its currently installed metering equipment on the Nitrogen Plant Site to measure the performance of the Nitrogen Plant. The metering equipment shall be located downstream of the vent valve and upstream of back-up system. Such equipment will remain the property of Lessor at all times, and Lessor will remove it within four (4) months after the termination of this Agreement.

ARTICLE 6

INFLATION ADJUSTMENT OF THE RENTAL CHARGE

6.1 The monthly Rental Charge will be adjusted during the term of this Agreement in accord with changes in the monthly "PPI" (Producer Price Index), for any half-yearly period ending on the last day of the month of June or December of any year. The Rental Charge set forth in Article 3.1 shall be inflation-adjusted upward or downward in accordance with the following formula:

Percent Adjustment = .4977 (i.e. the Escalation factor) times (current PPI number - 110.5 [i.e. the Base Index Number]). If the said PPI number is revised and published on some base other than 1982 = 100, the values will be adjusted to the 1982 = 100 base in accordance with such conversion schedule or factor as may be supplied by the Department of Labor.

ARTICLE 7

TAXES

7.1 If at any time during the term of this Agreement any tax, other than a net income or excess profits tax or a general franchise tax imposed on corporations on account of their right to do business within the state as a foreign corporation and other than a tax covered by Article 3.1, is newly imposed on Lessor by any governmental authority which directly increases Lessor's costs incurred hereunder, or if due to a rate change or other action of the governmental authority, there is an increase in any such tax presently existing, the Lessee will reimburse Lessor therefore to the extent that Lessor can reasonably demonstrate that its lease costs hereunder are directly increased thereby. In the event of any such tax action, the parties will work together to minimize the amount of the increase of newly imposed or existing taxes. If any

such tax shall be eliminated or if there shall be a decrease in the rate of such tax, Lessor will credit Lessee in the amount of the reduction in tax which is thus realized by Lessor.

7.2 Lessee will pay any property taxes levied on the Nitrogen Plant Site. Lessee will reimburse Lessor for any property taxes with respect to the Nitrogen Plant.

ARTICLE 8

CONTINGENCIES

8.1 Neither party hereto will be liable to the other for default or delay in the performance of any of its obligations hereunder due to act of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, labor disturbance, national defense requirement, governmental action, whether valid or invalid, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable, whether or not the contingency is of the same class as those enumerated above, it being expressly agreed that such enumeration shall be nonexclusive, provided however, neither business downturn nor economic conditions will qualify as a contingency event within the meaning of this Article 8.

8.2 If, for any period, a contingency covered by Article 8.1 reduces or fully interrupts the operation, repair or maintenance of the Nitrogen Plant, Lessor and Lessee will act reasonably under the circumstances of the contingency, in its effort to restore operability of the Nitrogen Plant.

8.3 During any period that the Nitrogen Plant is inoperable because of a contingency covered by Article 8.1, Lessee will not be relieved of its obligation under Article 3.1 to pay the Rental Charge. However, the term of this Agreement shall be extended, at Lessee's option, by the length of time the Nitrogen Plant is inoperable.

ARTICLE 9

LIABILITY

9.1 Determination of the suitability of the nitrogen produced by the Nitrogen Plant hereunder for the use contemplated by Lessee is the sole responsibility of Lessee, and Lessor shall have no responsibility in connection therewith.

9.2 Lessee acknowledges that there are hazards associated with the use of nitrogen and the operation of the Nitrogen Plant, that it understands such hazards, and that it is the responsibility of Lessee to warn and protect its employees and others exposed to such hazards. Lessor shall provide Lessee with copies of Material Safety Data Sheets relating to nitrogen for Lessee to take into account when providing warnings relating to its operations. Lessee assumes all risk and liability for loss, damages or injury to persons or to property of Lessee or others arising solely out of the presence or use of nitrogen or operation of the Nitrogen Plant and not caused by the negligence of Lessor, its employees, or agents.

9.3 Lessor's sole liability and Lessee's sole and exclusive remedy for the performance of the Nitrogen Plant shall be as stated in Article 4. In the event that either party has reasonable grounds to believe that its expectation of receiving due performance under this Agreement may be impaired, such party will promptly notify the other party in writing of the substance of its

complaint. The party receiving such notice must respond in writing within thirty (30) days of receipt of such notice and either provide evidence of cure of the complaint, or provide an explanation of why it believes its performance is in accordance with the terms and conditions of this Agreement, and specify three (3) dates, all of which must be within thirty (30) days from the date of its response, for a meeting to discuss the complaint. The complaining party will then select one of the three (3) dates, and a meeting will be held on that date. If the parties cannot then amicably resolve their dispute, they will be free to pursue the remedies allowed under the law without prejudice.

9.4 Except in the case of gross negligence or willful misconduct and wrongful act or omission of Lessor and except with respect to Article 14, Confidentiality, Lessor shall not be liable for any special, indirect, incidental, or consequential damages, including, by way of illustration and not of limitation, loss of use, loss of work in process, downtime or loss of profits.

ARTICLE 10

NITROGEN PLANT SITE

10.1 Lessee has furnished a mutually acceptable Nitrogen Plant Site to Lessor as set forth in Exhibit B.

10.2 Lessee has obtained, and will keep in force, all necessary Federal, State or Local permits and authorizations for construction and operation of the Nitrogen Plant.

10.3 The Nitrogen Plant will remain the property of Lessor at all times, and Lessor will remove it within six (6) months after the termination of this Agreement.

10.4 Lessee, at its expense, will operate and maintain the Nitrogen Distributing System. The Nitrogen Distributing System will remain the property of Lessee at all times.

10.5 Lessee, at its expense, has made suitable provisions for drainage of surface and rain water; and certifies that the Nitrogen Plant Site will remain free from underground and overhead obstructions and will remain composed of virgin soil or compacted fill, and that the soil will remain free of any toxic or hazardous materials.

10.6 Lessee grants to Lessor a suitable and reasonable right of access to the Nitrogen Plant Site for the term of this Agreement, and, thereafter, for the removal of the Nitrogen Plant. Lessee, at its expense will provide a roadway suitable for tractor trailer 60 feet long and weighing 80,000 pounds to such site acceptable to Lessor.

10.7 Unless otherwise consented to by Lessor, Lessee will prevent persons other than Lessee's employees or Lessor's representatives or employees from entering the Nitrogen Plant Site or altering, repairing or adjusting or otherwise tampering with the Nitrogen Plant (excepting Lessee's operation of the Nitrogen Plant per Lessor's instructions). Lessee will prohibit storage of flammable or corrosive materials within 200 feet of the Nitrogen Plant Site, except for such storage in effect on the date that Lessor approves the location of the Nitrogen Plant Site or other storage later consented to in writing by Lessor, such consent not to be unreasonably withheld based on then current National Fire Protection Association standards. Lessee will prohibit smoking or use of open flames by its employees within the area of the Nitrogen Plant Site.

10.8 Title to the Nitrogen Plant shall remain in Lessor at all times and Lessee will hold Lessor harmless from and against liens and claims against the Nitrogen Plant due to its location on Lessee's premises.

ARTICLE 11

ENVIRONMENTAL CONDITIONS

11.1 If for any reason within the control of Lessee, the inlet air or other environmental factors create conditions which, in the demonstrated good faith opinion of Lessor, affect safe or reliable operation of the Nitrogen Plant, or impose or result in additional maintenance, repair, operational or replacement requirements for the Nitrogen Plant, the Lessee, upon receipt of written notice from Lessor of the existence of such contaminants and after meeting with Lessor to discuss possible remedies to such condition, shall proceed in good faith either to (1) correct such condition by removal or modification of contaminant source, (2) reimburse Lessor for the costs of additions or modifications to the Nitrogen Plant or its components reasonably necessary to alleviate such conditions for safe or reliable operation, (3) reimburse Lessor for any costs to Lessor attributable to such contaminants, or (4) reimburse Lessor for costs of relocating the Nitrogen Plant to another site, mutually agreed to by Lessor and Lessee, at Lessee's Plant.

11.2 If subsequent to the execution of this Agreement, any new local, state or federal law, rule or regulation requires modification to the Nitrogen Plant or Nitrogen Plant operations, or any additional permits, licenses or rights are required, such cost shall be borne by Lessee.

ARTICLE 12
COMMUNICATION SYSTEM

12.1 Lessee will install and maintain, or cause to be maintained a signal system from the Nitrogen Plant to a location designated by Lessee at Lessee's Plant. The signal system shall be monitored by Lessee twenty-four (24) hours a day. Lessee will immediately notify Lessor by telephone at a number designated by Lessor should any signal be received.

ARTICLE 13
UTILITIES

13.1 In accord with the specifications set forth in Exhibit A, Lessee will utilize 3 phase, 60 hertz, electric power required for operation of the Nitrogen Plant and will install a circuit breaker and other necessary equipment at Lessee's source of power to protect against short-circuits and overloads in Lessee's feeder and the motor control center of the Nitrogen Plant. Lessor as part of the Nitrogen Plant will provide additional overload relays in Lessor's air compressor motor starter and will coordinate operation of said relays with Lessee's electrical feeder protection.

13.2 In accordance with the specifications set forth in Exhibit A, Lessee will utilize satisfactory saturated steam required for operation of the Nitrogen Plant and will provide facilities to deliver such Steam to the point of the Nitrogen Plant designated by Lessor.

13.3 In accordance with the specifications set forth in Exhibit A, Lessee will provide storm and sewer connections at the points designated by Lessor to remove and treat all discharges from the Nitrogen Plant in accordance with all applicable local, state

and federal laws, rules, and regulations for the term of this Agreement.

13.4 Lessee currently maintains three (3) telephone lines within the Nitrogen Plant Site. If needed, Lessor may utilize such facilities provided it pays for the monthly use charges associated with the telephone service.

13.5 Lessee, at no cost to Lessor, will provide a 3/4 inch hose bib and potable water supply to the point within the Nitrogen Plant Site designated by Lessor. Lessor shall not be charged for use of the potable water.

13.6 In accordance with specifications provided by Lessee, Lessee will utilize satisfactory potable and cooling water in operation of the Nitrogen Plant.

ARTICLE 14
CONFIDENTIALITY

14.1 Lessor and Lessee agree to treat as confidential and not to use or disclose to others at any time during the term of this Agreement, except as is necessary to perform under this Agreement, any information regarding their respective plans, programs, plants, processes, equipment, operations or customers which has or may come within the knowledge of Lessor or Lessee or their employees in the performance of this Agreement without in each instance securing the prior written consent of the other party. Lessor and Lessee further agree to make all reasonable efforts to restrict the knowledge of all such information described above to their employees who have need for it in the performance of this Agreement. Lessor and Lessee also further agree to make all reasonable efforts to cause its employees not to so use or disclose, except as permitted in this Article 14.1, any of such

information; including, if so requested by the other party, securing the execution of employee agreements containing provisions co-extensive with this Article 14.1 by all salaried employees assigned to or engaged in work relative to this Agreement. Nothing in this Article 14.1 shall prevent Lessor or Lessee from disclosing to others or using in any manner information which has been furnished or made known to it by third parties as a matter of right and without restriction on disclosure, or information which Lessor or Lessee can show as in their possession prior to the date of this Agreement, or was developed by or for it independent of the other party after said date, and which was not acquired directly or indirectly from the other party or which is or shall become part of the public domain or generally available to the public as through the issuance of patents, publication or otherwise.

ARTICLE 15

THIRD PARTY RESALE

15.1 The parties to this Lease Agreement are only Lessee and Lessor. Any obligations pertaining to the supply of nitrogen to purchaser(s) of segments of Lessee's business(es) located at Lessee's Plant are strictly between Lessee and such purchaser(s), and Lessor has no obligations in connection therewith.

15.2 Lessee will make a specific condition of any nitrogen supply arrangement it may enter into with purchaser(s) of segments of Lessee's business(es) located at Lessee's Plant that such purchaser(s) acknowledge that its (their) nitrogen requirements are being supplied by Lessee, that Lessor is not a party to such supply arrangement, and that such purchaser(s) is (are) not in privity nor has any rights hereunder.

ARTICLE 16

ASSIGNMENT

16.1 Any assignment of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, shall be void, provided however, that without requesting Lessee's approval, Lessor may assign to a subsidiary or affiliate, all or part of this Agreement, and in such case, such subsidiary or affiliate will as of the date of such assignment be bound by and perform Lessor's obligation under this Agreement.

ARTICLE 17

APPLICABLE LAW

17.1 This Agreement will be governed by the laws of the State of Florida.

ARTICLE 18

DURATION OF AGREEMENT

18.1 This Agreement will be in effect from the date hereof until October 19, 2000_. No later than six (6) months prior to the date of expiration of this Agreement, Lessor and Lessee shall negotiate in good faith for an extension of this Agreement, and Lessor shall have a right of first refusal on any competitive offer for such extension at similar terms and conditions.

18.2 If, at any time after October 19, 1995, Lessee no longer requires nitrogen or inert gas at Lessee's Plant, Lessee shall have the right to terminate this Agreement by giving Lessor not less than eighteen (18) months prior written notice of such termination and by paying Lessor on the effective date thereof an amount equal to the then current Rental Charge times [REDACTED] times the number of

months remaining until the expiration of the term of this Agreement.

ARTICLE 19

PRIOR AGREEMENT

19.1 This Agreement will supersede prior agreements between Lessee and Lessor for supply of nitrogen to Lessee's Plant, but this Agreement shall not be construed as a renunciation or discharge of any obligations accrued thereunder. Said prior agreements shall be superseded and terminated, without cost to Lessee, on the date of execution hereof.

ARTICLE 20

NOTICES

20.1 Any written notice, invoice, or correspondence required under this Agreement shall be satisfactory if sent by first class mail and if given to Lessor addressed to:

PRAXAIR INC.
39 Old Ridgebury Road
Danbury, CT 06817-0001
Attention: Manager - Standard Plants

and if given to Lessee, be addressed to:

MONSANTO COMPANY
800 North Lindbergh Boulevard
St. Louis, MO 63167
Attention: Manager, Industrial Gases

and (as to Invoices):

UTILITY SUPERINTENDENT
MONSANTO COMPANY
P.O. Box 12830
Pensacola, FL 32575

ARTICLE 21

SECURITY INTEREST

21.1 If and to the extent that this Agreement is deemed a security agreement under the Uniform Commercial Code, and otherwise for precautionary purposes only, Lessee grants Lessor a first priority security interest in the Nitrogen Plant. Such security interest secures Lessee's obligations with respect to this Agreement. Lessor, at its option may file financing statements in the appropriate offices using the terms "Lessor" and "Lessee" in order to protect its rights and interest under the terms of this Agreement. Lessee authorizes Lessor to sign Lessee's name to such financing statement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MONSANTO COMPANY

PRAXAIR INC.

By: *Richard B. Wibel* RAR
Senior Vice President
Title: Operations
Date: October 6, 1993

By: *J. E. Lee* MC
Title: Director
Date: Oct 8, 1993

EXHIBIT A

Plant Operating Parameters

1) MANNER OF OPERATION

MAXIMUM INSTANTANEOUS
DEMAND RATE

Nitrogen Plant in Production
and vaporization facilities
in full operation

██████████ cubic feet per hour

Shutdown of production
facilities of Nitrogen Plant
pursuant to Article 7.1

██████████ cubic feet per hour

2) Minimum delivery pressure of nitrogen will be 90 pounds per square inch (gauge) and will not exceed 110 pounds per square inch (gauge).

3) Liquid storage capacity will be ██████████ cubic feet.

4) Electrical Specifications

The maximum connected load for ██████████ volt power will be ██████████ KVA¹ the limit of symmetrical short circuit current will be ██████████ RMS amperes. The maximum connected load for ██████████ volt power will be ██████████ KVA: the limit of symmetrical short circuit current will be ██████████ MVA.

Lessee's power supply will have the capability to permit starting across the line of a ██████████ HP motor at ██████████ v and ██████████ HP @ ██████████ v without causing a voltage drop in excess of ██████████ % at Seller's bus. The supply voltage shall not have a variation of more than ██████████ %. The supply shall be ██████████ hertz, grounded ██████████ with a total harmonic distortion of the sine wave of ██████████ and ██████████ for individual harmonics with an instantaneous voltage drop not to exceed ██████████ %. The voltage unbalance between phases shall not be greater than ██████████ % for both instantaneous and steady state conditions except for system faults.

5) Saturated Steam Specifications

Saturated steam at the following rates:

██████████ lb/hour at ██████████ psig for each ██████████ cubic feet of nitrogen vaporized.

¹This number is reduced to ██████████ KVA if Lessee continues to use the existing steam supply of ██████████ lb/hour @ ██████████ psig for ██████████ hrs each ██████████ months.

6) Storm and Sanitary Sewer Specifications

Storm and sanitary sewers shall be designed to handle the following constituents:

- a. Raw water and site runoff including oil rinsed off equipment
- b. Condensate from the air compressor

7) Cooling Water Makeup Specifications

30 gallons per minute and a suitable return for cooling water blowdown of 15 gallons per minute.