

by the Board of Directors of the parties in or to except a modification which is prohibited by law. This Agreement cannot be altered or amended except pursuant to an instrument in writing executed and delivered on behalf of the parties hereto, which instrument, when so executed and delivered, shall thereupon become a part of this Agreement and the provisions thereof shall be given effect as if contained in this Agreement as of April 29, 1971.

11. This Agreement and the legal relations between the parties hereto shall be governed by and construed in accordance with the laws of the State of Delaware covering contracts made and to be performed in that State, except insofar as the internal law of any other political entity or jurisdiction shall specifically or mandatorily apply to the transactions contemplated hereby.

IN WITNESS WHEREOF, each of the constituent parties has caused this Agreement to be signed in its corporate name of its President or any of its Vice Presidents and attested by its Secretary or one of its Assistant Secretaries and its corporate seal affixed hereto, all as of the day first above written.

MORTON-NORWICH PRODUCTS, INC.

[Corporate Seal]

By *James E. Britton*
President

WITNESSES:

By *Robert B. Gemi*
Assistant Secretary

TENIZE CHEMICALS, INC.

[Corporate Seal]

By *Tom Miller*
President

By *John M. Gerschel*
Secretary