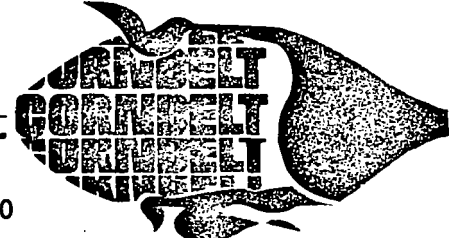


CORNBELT CHEMICAL COMPANY

P. O. BOX 410 McCOOK, NEBRASKA 69001 308 (345-5057)

6-25-90



RECEIVED

JUN 26 1990

REME SECTION

Mr. Jim Colbert
United States Environmental Protection Agency
Superfund Enforcement Section
726 Minnesota Ave.
Kansas City, Ks. 66101

RE: Notice of Potential Liability and Request for Information on the Interchem site, Alton, Ia.

Dear Mr. Colbert,

Cornbelt Chemical Co. received the above referenced request for information on June 18th, 1990.

Cornbelt Chemical Co. on February 5th, 1982 signed a "Manufacturing-Marketing Agreement" with W.H. Boskas and W.H. Boskas and Associates. This agreement called for a subsidiary company of Cornbelt's, Micro-Gro Company, to produce various pesticide products for W.H. Boskas and Associates. This contract was terminated on September 16, 1983. The products that were produced were all labeled under the Eagle Products Label which was owned by W.H. Boskas and Associates except 2%, 6%, and 15% Grain Protector. All of these products were produced in McCook, Ne.

This Manufacturing-Marketing Agreement specified that Micro-Gro Company produce certain pesticides and for W.H. Boskas and Associates to sell the specified products. The proceeds from the sales were to be mailed to a depository account set up with Norwest Bank in Omaha, Ne. This depository account was called W.H.B. Trading Account.

The contract that Micro-Gro Company had with Interchem, Inc. was limited to three products that Micro-Gro was unable to produce. These products were: Eagle Brand 4% Malathion Grain Protector, W.H.B. Captan-Methoxychlor seed treater, and W.H.B. Potato Seed Treater. We, at the insistence of W.H. Boskas and Associates, contracted with Interchem, Inc. for a small production run of these products for a short period of time. As you can see from the product registration numbers, the 4% Malathion label belonged to Interchem or (11849-5-44325) and subregistered to W.H. Boskas, and the two seed treaters belonged to W.H. Boskas (43789-13-44325) and (43789-10-44325). Cornbelt did acquire a 4% Malathion in October, 1982 which was later than the production in Iowa. Micro-Gro Company purchased the 4% Malathion Grain Protector as a finished product. The labels were sent from W.H. Boskas in Greeley directly to Alton, Ia. For the two seed treaters we purchased raw materials that were already in inventory at Interchem, Inc. and paid Interchem, Inc. a formulation fee. Additionally, Micro-Gro Company purchased and shipped to Interchem, Inc. 6437 lb. of Captan Technical that was used in formulating the Potato Seed Treater.

Please find listed below the information as you requested.

Question #1. The person responding to the request is:

John F. Knox, Jr.
Vice President
Cornbelt Chemical Co.
P.O. Box 410
McCook, Ne. 69001

30306971



Superfund

Site: Interchem
ID #: 100007495329
Branch: Alton
Owner: Cornbelt
Chemical Co

Question #2. The nature and extent of business relationships with the following companies:

A. Silak Corporation:

Cornbelt Chemical Co. has had no business relationship with Silak Corporation from 1975 to the present time.

B. InterChem, Inc.

A subsidiary corporation of Cornbelt Chemical Co., Micro-Gro Company, contracted with InterChem, Inc. for a brief time period (July, 1, 1982 to January 12, 1983) to produce three products. These products were (1) "Eagle Brand 4% Malathion Grain Protector", (2) "Eagle Brand Captan-Methoxychlor 75-3, Seed Treater", and (3) "Eagle Brand Potato Seed Treater with Captan and Bark".

These products have the following active ingredients:

- (1) 4% malathion Grain Protector: contains 4% 0,0-dimethyl dithiophosphate of diethyl mercaptosuccinate.
- (2) Captan Methoxychlor 75-3: contains 75% N-[(trichloromethyl)thio]-4-cyclohexene-1,2-dicarboximide (Captan fungicide). 3% 2,2-bis (p-methoxyphenyl)-1,1,1-trichloroethane.
- (3) Potato Seed Treater with Captan and Bark: 7.5% N-[(trichloromethyl)thio]-4-cyclohexene-1,2-dicarboximide (Captan Fungicide).

Of these pesticide products, Micro-Gro Company supplied the Captan. The balance of the pesticide products was supplied by InterChem, Inc.

Attached are copies of the Product labels for these products which were in effect in 1982. These labels are marked "1", "2", & "3".

C. WHB Specialties, Inc.: Cornbelt Chemical Co. has had no business relationship with WHB Specialties, Inc. from 1975 to the present time.

D. DeNova Industries, Inc.: Cornbelt Chemical Co. has had no business relationship with DeNova Industries, Inc. from 1975 to the present time.

Question #3: Formulation agreements, Invoices, etc.

Micro-Gro Company had a formulation agreement with InterChem, Inc. A copy of this agreement is attached and marked "A". InterChem, Inc. quoted on various formulation work. Copies are attached and marked "B". InterChem, Inc. subsequently produced the above mentioned products and invoiced Micro-Gro Company for the production. Copies are attached and marked "C".

A copy of the "Manufacturing-Marketing Agreement" between Micro-Gro Company and W.H. Boskas and W.H. Boskas and Associates is attached and marked "D". The invoice for the Captan Technical shipped to Interchem, Inc. is attached and Marked "E".

Question #4: There were no agreements for which documentation is not available.

Question #5: Cornbelt's Corporate Income Tax Return.

At this time Cornbelt Chemical Co. withhold this information. This information will be provided if your determination is that Cornbelt Chemical Co. is liable.

Question #6: Cornbelt's Financial Statements.

At this time Cornbelt Chemical Co. withhold this information. This information will be provided if your determination is that Cornbelt Chemical Co. is liable.

Cornbelt Chemical Co. is certainly willing to cooperate fully with the Environmental Protection Agency's investigation of the Alton, Iowa site. However, we have had very little contact with that manufacturing plant and have little knowledge of the site.

Thank You

Cornbelt Chemical Co.



John F. Knox, Jr.
Vice President



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
726 MINNESOTA AVENUE
KANSAS CITY, KANSAS 66101

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ms. Sharon Snyder
c/o Cornbelt Chemical Company
McCook, NE

RE: NOTICE OF POTENTIAL LIABILITY AND
REQUEST FOR INFORMATION ON THE INTERCHEM SITE IN ALTON, IOWA

Dear Sir or Madam:

The United States Environmental Protection Agency (EPA) has information which indicates that Cornbelt Chemical Company (hereinafter "Cornbelt") may have had a pesticide product formulation agreement with Silak, InterChem, WHB Specialities, and/or DeNova Industries, located in Alton, Iowa. These companies were all pesticide formulation businesses and all operated at various times at the same location in Alton. The property, known as the InterChem site (the "site"), includes lots 2, 3, 4, and 5 in Block 3 of the Auditor's Subdivision and Replat of Block 3, Original Plat, and Block 4 of the Original Plat in the Incorporated City of Alton, Iowa. The site also includes certain property in the NE1/4 of the SW1/4 of Section 2, Township 94 North, Range 44 West of the 5th P.M. that runs adjacent to the railroad tracks. All property comprising the site is located in the City of Alton, Sioux County, Iowa, and was owned by various persons and business entities while operating as a pesticide formulating and packaging facility. A spill on a concrete pad on lot #5 in Block 3 has resulted in soil contamination on that block. The interior of the building on Block 4 is heavily contaminated with pesticide residues. Additionally, the threat of further releases of hazardous substances to the environment exists in the areas surrounding the building as well as the areas surrounding the warehouses located next to the railroad tracks. The facility is no longer operating.

The EPA is currently investigating the sources, extent, and nature of the contamination at the site. The Agency has documented the release or threatened release of hazardous substances, pollutants or contaminants at the above-referenced site. EPA has spent and is considering spending additional public funds on response actions to investigate and control further releases at the site. Unless EPA reaches an agreement under which one or more potentially responsible parties ("PRPs") will properly perform or finance such action, EPA may perform these actions pursuant to Section 104 of CERCLA.

Under Section 106(a) and 107(a) of CERCLA, 42 U.S.C. Sections 9606(a) and 9607(a), PRPs may be obligated to implement response actions deemed necessary by EPA to protect health, welfare or the environment, and may be liable for all costs incurred by the government in responding to any release or threatened release at the site. Such actions and costs may include, but are not limited to, expenditures for investigations, planning, response, oversight, and enforcement activities. In addition, PRPs may be liable for damages to natural resources. EPA may issue an administrative order pursuant to Section 106(a) of CERCLA to require PRPs to commence cleanup activities. Failure to comply with an administrative order issued under Section 106(a) of CERCLA may result in a fine of up to \$25,000 per day, under Section 106(b) of CERCLA, or imposition of treble damages, under Section 107(c)(3).

EPA has evaluated information in connection with the investigation of the site. Based on this information, EPA believes that you may be a PRP with respect to this site. As a party which sent pesticide products to the site for formulation, Cornbelt may be a potentially responsible party pursuant to Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3). EPA may expend additional funds for response activities at the site under the authority of CERCLA and other laws, and the costs for these activities will be included in the costs for which you may be liable.

Under the provisions of Section 104 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9604 as amended, EPA also has the authority to require any person who has or may have information relevant to materials generated, treated, stored, or disposed or transported to the site, the nature and extent of a release or threatened release of hazardous substance or pollutant or contaminant at or from the site, or the ability of a person to pay for or perform a cleanup of the site to furnish such information to EPA upon reasonable notice. Accordingly, to aid EPA in its investigation, you are hereby requested to respond to the Information Request enclosed with this letter.

4/2 Compliance with this information request is mandatory. Failure to respond fully and truthfully to the request within twenty-one (21) days of receipt of this letter may result in an enforcement action by the EPA pursuant to Section 104(e) of CERCLA or Section 3008 of RCRA. These statutes permit the EPA to seek penalties of up to \$25,000 for each day of continued noncompliance.

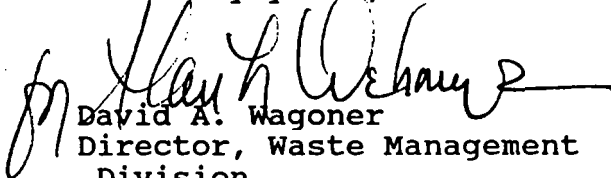
Your response to the Information Request should be sent to:

Jim Colbert
United States Environmental Protection Agency
Superfund Enforcement Section
726 Minnesota Avenue
Kansas City, Kansas 66101

Due to the legal ramifications of your failure to respond properly, EPA strongly encourages you to give this matter your immediate attention and respond to this Information Request within the time specified above. If you have any legal questions concerning this request, please direct them to Belinda Holmes, Office of Regional Counsel (913) 551-7714. If you have any questions of a technical nature, please direct them to Mr. Colbert at (913) 551-7489.

Thank you for your cooperation in this matter.

Sincerely yours,


David A. Wagoner
Director, Waste Management
Division

INFORMATION REQUEST

Instructions

1. A separate response must be made to each of the questions set forth in this Information Request.
2. Precede each answer with the number of the question to which it corresponds.
3. If information not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to the EPA. Moreover, should you find at any time after the submission of this response that any portion of the submitted information is incomplete, false, or misrepresents the truth, you must notify the EPA thereof as soon as possible.
4. For each document produced in response to this Information Request, indicate on the document, or in some other reasonable manner, the number of the question to which it corresponds.
5. For each and every question contained herein, identify all persons consulted in the preparation of the answer.
6. If you have any reason to believe that there may be persons able to provide a more detailed or complete response to any question contained herein or who may be able to provide additional responsive documents, identify such persons and the additional documents or information that they may have.
7. Where specific information has not been memorialized in any document, but is nonetheless responsive to a question, you should answer the question with the written response.
8. For each question contained herein, if the information responsive to the question is not in your possession, custody or control, then identify the persons from whom such information may be obtained.

Definitions

These definitions shall apply to the following words as they appear in this Information Request:

1. "You" or "Cornbelt" as used herein includes, in the plural as well as the singular, any person authorized by Cornbelt to answer any questions contained in this Information Request on behalf of Cornbelt.

2. The term "person" as used herein includes, in the plural as well as the singular, any natural person, firm, unincorporated association, partnership, corporation, trust or other entity.

3. The term "site" shall mean and include the property located at block 4, lots 2, 3, 4, and 5 of block 3 and the property between the railroad tracks and First Avenue consisting of a portion of the northeast 1/4 of the southwest 1/4 of Section 2, Township 94 north, Range 44 west of the 5th P.M., Alton, Iowa.

4. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.

5. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship) to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.

6. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient and the substance of the subject matter.

7. The terms "document" and "documents" shall include writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memoranda of telephone and other conversations, including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, inter-office or intra-office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punchcard, disc or disc pack, tape or other type of memory and together with printouts of such punchcard, disc or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which is produced; (b) every copy which has any writing, figure or notation, annotation or the like; (c) drafts; (d) attachments to or enclosures with any document; and (e) every document referred to in any other document.

8. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.

9. The term "Companies" refers to the group of companies which have occupied or are currently occupying the Site, including but not limited to Silak Corporation, InterChem Corporation, WHB Specialties, Inc., and DeNova Industries, Inc. The term "Companies" also includes any of the following individuals acting on behalf of any of the Companies: Arlin Pottebaum, Jack Odom, Ron Detloff and William "Rocky" Blosskas.

10. The term "formulation agreement" refers to any contract, agreement, understanding, whether written or not, in which one or several of the Companies was hired, employed, ordered, retained or otherwise directed by Cornbelt to formulate and/or distribute and/or market pesticide products, regardless of whether such products were formulated or marketed under Cornbelt's label.

Information Request

1. Identify the person(s) answering these questions on behalf of Cornbelt.

2. State the nature and extent of your business relationship with any of the Companies (as defined in Definition #9) identified below for the time period from 1975 to the present.

- a. Silak Corporation
- b. InterChem, Inc.
- c. WHB Specialties, Inc.
- d. DeNova Industries, Inc.

Information provided should include, but should not be limited to the product and generic names of any pesticides sold to or otherwise supplied to any of the Companies by Cornbelt and whether Cornbelt had any formulation agreements, as defined in Definition #10 above, with any of the Companies.

3. If Cornbelt had any formulation agreements with any of the Companies, please identify and provide complete and accurate copies of any contracts, correspondence, invoices, forms or form agreements, or any other documents (as defined in Definition #7 above) which relate to such an agreement. If the documents requested in this Information Request are not in your possession, please identify any person whom you believe possesses any such documents.

4. If Cornbelt had a formulation agreement with any of the Companies, but documents evidencing such an agreement are not available, please describe the terms of each agreement, the parties to each agreement, the duration of each agreement, the pesticide name(s) involved, the product name(s), and the marketing or distribution arrangements for each agreement.

5. Please provide copies of Cornbelt's corporate income tax

returns as filed with the Internal Revenue Service for the last five years.

6. Please provide copies of Cornbelt's financial statements, shareholder's reports, financial audits, or other financial reports showing Cornbelt's assets, profits, liabilities, and current financial status, for the last five years.

**PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS
(AND DOMESTIC ANIMALS)
CAUTION**

IN CASE OF EYE CONTACT: Immediately flush eyes with running water for at least 15 minutes. Call a physician.

IN CASE OF SKIN CONTACT: Wash the affected areas with soap and warm water.

Causes eye and skin irritation. Harmful if swallowed, inhaled, or absorbed through skin. Do not get in eyes, on skin, or on clothing. Wear goggles or face shield and rubber gloves when handling. Wash with soap and water after handling. Avoid inhaling of spray mist. Do not use or store near food or feed.

During commercial exposure in seed treatment and loading operations, wear goggles, clean synthetic rubber gloves, protective clothing, and a pesticide respirator jointly approved by the Mining Enforcement and Safety Administration (formerly the U.S. Bureau of Mines) and by the National Institute for Occupational Safety and Health under the provisions of 30 CFR part II.

Wash hands, arms, and face thoroughly with soap and water after handling and before eating or smoking. Routinely shower or bathe after work and wash all clothing with soap and hot water before reusing.

ENVIRONMENTAL HAZARDS:

This product is toxic to fish. Keep out of any body of water. Do not contaminate water by cleaning of equipment or disposal of wastes. Bury wastes and empty containers in isolated area away from water supplies.

DIRECTIONS FOR USE:

It is a violation of State and Federal Law to use this product in a manner inconsistent with its labeling.

Read all directions before using and use only as specified on this label.

DIRECTIONS: Thoroughly mix the recommended amount of Captan-Methoxychlor 75-3 WP Seed Protectant into the required amount of water for the slurry treater equipment and dilution rate to be used. Clean equipment thoroughly between treating operations.

SPECIAL USE PRECAUTIONS:

IMPORTANT: Treated seed must not be used for human consumption nor as animal feed. Bags containing treated seed should be labeled.

**TREATED SEED
DO NOT USE FOR FEED, FOOD, OR OIL PURPOSES**

The Federal Government and some states have issued regulations for the application of special tags or labels to be affixed to bags containing treated seed. Dispose of excess treated seed by burial.

PRODUCT INFORMATION:

Captan-Methoxychlor 75-3 WP Seed Protectant is a microfine wettable powder especially formulated for the treatment of seed prior to storage and planting to protect seed from molds and other fungi causing storage loss and to protect seed from seed-borne and soil-borne fungi which cause seed decay, damping-off, and seedling blights. At the recommended dosage Captan-Methoxychlor 75-3 WP Seed Protectant is noninjurious to seeds or seedlings and the germination of treated seed is frequently stimulated, giving a superior result as compared to results from untreated seed.

STORAGE AND DISPOSAL

- 1. PROHIBITIONS:** Store in a cool, dry place. Do not contaminate water, food, or feed by storage or disposal. Open dumping is prohibited. Do not reuse empty container.
- 2. PESTICIDE DISPOSAL:** Pesticide, spray mixture, or rinse that cannot be used or chemically reprocessed should be disposed of in a land fill approved for pesticides or buried in a safe place away from water supplies.
- 3. CONTAINER DISPOSAL:** Triple rinse (or equivalent) and dispose in an incinerator or landfill. Approved for pesticide containers, or bury in a safe place.
- 4. GENERAL:** Consult Federal, State, or local authorities for approved alternative procedures such as limited open burning.



**CAPTAN-METHOXYCHLOR 75-3 WP
SEED PROTECTANT**

Agricultural Fungicide	Wettable Powder
ACTIVE INGREDIENTS:	BY WT.
CAPTAN: N-[(Trichloromethyl)thio] 4-Cyclohexene-1, 2-dicarboximide	71.3%
Related Derivatives	4.1%
METHOXYCHLOR, Technical*	3.0%
INERT INGREDIENTS	21.6%
	100.0%

*Equivalent to 2.64% of 2, 2-bis(p-methoxyphenyl)-1, 1, 1-trichloroethane and 0.36% other isomers and related compounds.

KEEP OUT OF THE REACH OF CHILDREN

CAUTION

***IN CASE OF EYE CONTACT:** Immediately flush eyes with running water for at least 15 minutes. Call a Physician.

***IN CASE OF SKIN CONTACT:** Wash the affected area with soap and warm water.

See side panel for additional precautionary statements.

STORE IN A COOL, DRY PLACE.

**STIR CONTENTS THOROUGHLY INTO WATER
BEFORE USE.**

**50
POUNDS NET**

Made in U.S.A. by

W.H. BLOSKAS & ASSOCIATES INC., Greeley, Colorado 80631

SEED TREATMENT DOSAGE RATES

Oz. per 100 lb.

The Following Table gives the amount of this product to use on various seeds, in OUNCES per HUNDRED POUNDS of seed.

SEED	DOSAGE RATE
Alfalfa, Clover, Lespedeza, Trefoil	7 oz./100 lb.
Beans (snap, dry, cowpeas)	2 1/2 oz./100 lb.
Beets (garden)	10 oz./100 lb.
Cereal Grains (for seed & seedling rots - not for burnt smut)	
Barley, rye	2 oz./100 lb.
Oats	2 1/2 oz./100 lb.
Wheat	1 1/2 oz./100 lb.
Cole Crops (Broccoli, Brussels sprouts, Cabbage, Cauliflower)	1 1/2 oz./100 lb.
Corn	
Field Corn	1 1/2 oz./100 lb.
Sweet Corn	3 1/2 oz./100 lb.
Cotton	
Acid delinted cotton	2 oz./100 lb.
Reginned and Fuzzy cotton	3 oz./100 lb.
Crucifers (Mustard, Radishes, Rape, Turnips)	1 1/2 oz./100 lb.
Flax	3 1/2 oz./100 lb.
Grasses	6 1/2 oz./100 lb.
Milo	5 oz./100 lb.
Muskmelon, Watermelon, Pumpkin, Squash	1 1/2 oz./100 lb.
Peanuts (unshelled)	6 oz./100 lb.
Peas	2 oz./100 lb.
Rice	3 oz./100 lb.
Sorghum (hull-less)	3 1/2 oz./100 lb.
Soybeans	2 oz./100 lb.
Spinach	5 oz./100 lb.
Sugar Beets, West	5 oz./100 lb.
East	10 oz./100 lb.
Sunflowers	3 oz./100 lb.
Swiss Chard	10 oz./100 lb.
Tomato, Cucumbers, Cantaloupe	2 1/2 oz./100 lb.

NOTICE-READ CAREFULLY

CONDITIONS OF SALE: Agricultural Products Company, W.H. Boskas and Associates, Inc., (and seller) offer(s) this product for sale subject to, and buyer and all users are deemed to have accepted, the following conditions of sale and warranty which may only be varied by written agreement of a duly authorized representative of Agricultural Products Company, or W.H. Boskas and Associates, Inc.

WARRANTY LIMITATION: Agricultural Products Company, W.H. Boskas and Associates, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the directions for use on the label subject to the inherent risks referred to below. Agricultural Products Company, W.H. Boskas and Associates, Inc. makes no other warranties; THERE IS NO WARRANTY OF MERCHANTABILITY and there are no warranties which extend beyond the description on the label hereof.

INHERENT RISKS: The directions for use of this product are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks associated with its use. Buyer assumes all risks associated with use or application of this product contrary to label instructions or resulting from extraordinary weather conditions.

LIMITATION OF LIABILITY: In no case shall Agricultural Products Company, W.H. Boskas and Associates, Inc. be liable for special, indirect, or consequential damages resulting from the use of handling of this product and no claim of any kind shall be greater in amount than the purchase price of the product in respect of which such damages are claimed.

EPA Reg. No. 43789-10-44325

EPA Est. No. 11849-IA-2

CAUTIONARY STATEMENTS HAZARDS TO HUMANS AND DOMESTIC ANIMALS CAUTION

May be harmful if swallowed. Do not breathe dust. Do not get in eyes, on skin, or on clothing. May cause eye or skin irritation. During exposure in treatment and loading operations wear goggles, clean synthetic rubber gloves, and protective clothing. Wash hands, arms, and face thoroughly with soap after handling and before eating or smoking. Routinely shower or bathe after work and wash work clothes with soap and hot water before reusing.

ENVIRONMENTAL HAZARDS

This product is toxic to fish, birds, and other wildlife. Do not apply directly to lakes, streams, or ponds. Do not contaminate water by cleaning of equipment or disposal of wastes. Apply this product only as specified on this label.

DIRECTIONS FOR USE

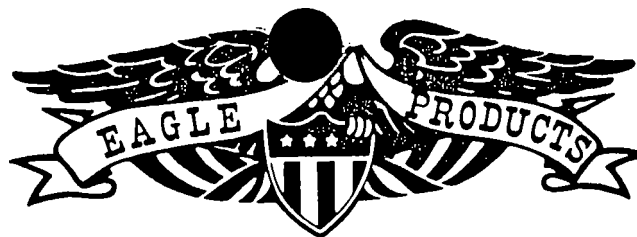
It is a violation of federal law to use this product in a manner inconsistent with its labeling.

STORAGE AND DISPOSAL

1. **PROHIBITIONS:** Do not contaminate water, food, or feed by storage or disposal. Open dumping is prohibited.
2. **PESTICIDE DISPOSAL:** Pesticide, spray mixture or rinsate that cannot be used according to label instructions must be disposed of according to Federal, State, or Local procedures under the Resource Conservation and Recovery Act.
3. **CONTAINER DISPOSAL:** Dispose of bags according to approved Federal, State, or Local procedures under the Resource Conservation and Recovery Act.
4. **GENERAL:** Consult Federal, State, or Local Disposal Authorities for approved alternative procedures such as limited open burning.
5. **STORAGE:** Store in a cool, dry place.

GENERAL INFORMATION

This product is a powdered insecticide for use on stored grains: Wheat, Corn, Oats, Rye, Barley, Sunflower, Grain Sorghum, Rice, Field and Garden Seeds, as well as for use on livestock and poultry as indicated on this label. When used on stored grains protection is provided against Confused Flour Beetle, Rice Weevil, Granary Weevil, Saw-Toothed Grain Beetle, Flat Grain Beetle, Red Flour Beetle, Rusty Grain Beetle, Lesser Grain Borer, and Indian Meal Moth. Use of this product as directed will be within the tolerance of 8 parts per million for malathion. Treated grain is not subject to downgrading and can be milled into flour or feed using normal production methods.



4% MALATHION Grain Protector

ACTIVE INGREDIENT:

Malathion*	4.0%
INERT INGREDIENTS:	96.0%
	100.0%

*0,0-dimethyl dithiophosphate of diethyl mercaptosuccinate

KEEP OUT OF REACH OF CHILDREN CAUTION

STATEMENT OF PRACTICAL TREATMENT

IF SWALLOWED - Drink one or two glasses of water and induce vomiting by touching the back of the throat with finger. Repeat until vomit fluid is clear. Call a physician immediately. Do not induce vomiting or give anything by mouth to an unconscious person.

IF INHALED - remove victim to fresh air. If not breathing, give artificial respiration, preferably mouth-to-mouth.

IF ON SKIN - remove contaminated clothing and wash affected areas with soap and water.

IF IN EYES - Flush eyes for at least 15 minutes with water. Call a physician if irritation persists.

See side panel for additional precautionary statements

STORE IN A COOL, DRY PLACE.

Establishment No. 11849-IA-2
EPA Registration No. 11849-5-44325

Net Contents 50 Lbs.

Manufactured for

W. H. BLOSKAS & ASSOCIATES, INC.
P.O.Box W • Greeley, Colorado 80632



•REG. TRADEMARK AMERICAN CYANAMID CO

TAKE TIME



OBSERVE LABEL
DIRECTIONS

DIRECTIONS

FOR USE ON STORED GRAINS:

Apply this product to the grain at the rate of 15 lbs. per 1000 bu. as the grain is being loaded or turned into final storage. Field and garden seeds can be protected against grain pests with a dosage of 15 lbs. of this product per 1000 bu. of seed. To protect stored grains from attack by Indian Meal Moth, apply this product to the surface of clean or uninfested grain at the rate of 7½ lbs. per 1000 sq. feet of grain surface area. Apply the dust evenly over the surface of the grain. Apply immediately after grain is loaded into storage and repeat if necessary.

HOW TO APPLY

Apply this product when grain is in the truck or wagon prior to binning. To determine the amount in the truck or wagon, multiply the length by width by depth (all in feet) and multiply this total by 0.8 to get the number of bushels. Measure out the correct amount of this product (15 lbs. per 1000 bu.) and spread evenly over the surface of the grain in the truck or wagon. Cut into the grain with a shovel. Coating will become mixed with grain as it is dumped from the truck or wagon into the hopper. Further mixing will occur when the grain is augered or blown into the bin. Mixing is completed as the coating and grain roll down the cone shaped pile in the bin.

FOR USE ON ANIMALS:

POULTRY: (Northern Fowl Mite, Poultry Lice) Dust individual birds by means of a shaker can or rotary hand duster. Repeat application in 4 to 8 weeks or when necessary. Treatment of poultry for Northern Fowl Mite should be a supplemental treatment to the treatment of the premises. **PREMISE TREATMENT** -- Apply 1 lb. per 50 to 60 sq. ft. of litter and floor space and to nests, roosts and adjacent areas.

HOGS: (Lice) Treat animals thoroughly. Repeat in 10 days and thereafter as needed. Thoroughly dust the pens in addition to dusting the swine.

DOGS and CATS: (Fleas) Direct application: Apply sufficient dust to treat animal thoroughly. Use any garden type duster, puff duster or shaker-type can. If animal has free run, treatments may have to be made every second or third week. To avoid unnecessary applications, animals should be closely examined for fleas between treatments. If the animal is confined to an area free of fleas, one treatment may be sufficient. Do not treat kittens and puppies under 4 weeks old.

CATTLE (Beef and Non-Milking): (Lice) Treat animal thoroughly. Repeat in two days and thereafter as needed. (Horn Fly) Use 3 tbs. per animal. Apply on back and neck of the animal and repeat applications at 10-14 day intervals. **NOTE:** Do not apply to lactating dairy animals or non-lactating dairy animals within 2 weeks of freshening.

DAIRY CATTLE: (Horn Fly) Use 3 tbs. per animal. Apply on back and neck of the animal. Do not apply to dairy cattle later than 5 hours before milking or during milking. Repeat applications at 10-14 day intervals. Do not treat animals under one month of age. When applying dusts avoid contamination of feed, food containers and watering troughs.

NOTICE: Seller's guarantee shall be limited to the terms of the label, and subject thereto the buyer assumes any risk to persons or property arising out of use or handling and accepts the product on these conditions.

B



QUOTATION

InterChem, Inc.

P.O. Box 231
101 E. 10th St.
Alton, Iowa 51003

CL 1, 545

Return to Pam

Inquiry No. _____

Date June 16, 1982Terms Net 30 daysPrices quoted are
F.O.B. Alton, Iowa

Delivery _____

To

Attn: Pam
Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

We are pleased to quote as follows. Your inquiry

Quantity	Description	Price	Amount
	Bloskas 4% Malathion Grain Coating, w/Midds, 50 lb.bag		21.20/cwt.
	Bloskas 4% Malathion Grain Coating, w/Flour, 50 lb.bag		22.64/cwt.
	Bloskas 4% Malathion Grain Coating, w/Talc, 50 lb.bag		19.54/cwt.
<p>NOTE: These were quoted over the telephone to Pam by Arlin.</p>			

A

MICRO - GRO

P. O. BOX 410 McCOOK, NEBRASKA 69001 308 (345-5058)

May 4, 1982

Mr. Arlan Pottebaum
Inter Chem
101 E. 10th
P.O. Box 231
Acton, IA 51003

Dear Arlan:

We offer you the following authorization and agreement. Cornbelt Chemical Company desires to hire, and by this agreement, does hire, your company to manufacture, certain chemicals, in accordance with formulas to be provided, by Cornbelt Chemical Company, upon the following terms and conditions.

1. You, will manufacture, chemical products, only in accordance with quality manufacturing standards, and in accordance with the formula provided and E.P.A., and state and federal regulations as they may be applicable.

2. You, will be responsible for all quality control, all storage, and any and all insurance costs, including product liability insurance, for said products, manufactured by you in accordance with this agreement.

3. You must have, a current, environmental protection agency, and be a registered, pesticide manufacturing establishment, and you must comply, with all terms of your license and any other applicable federal, state or local rule, including the environmental protection agency.

4. You, further, agree to hold harmless, Micro-Gro, Inc., Cornbelt Chemical Company, or any of its subsidiaries, or its agents, from any liability, for your negligence, in formulating quality control, or for any damages, caused by your negligence, formulation or quality control. You further agree, that you will pay, any and all costs, incurred by Micro-Gro, Inc., Cornbelt Chemical Company or any of its agents, subsidiaries or employees, caused by your manufacture, formulation and transfer of any of these products to any person.

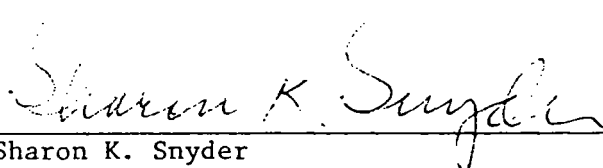
Mr. Arlan Pottebaum

May 4, 1982

Page 2

5. You shall not, be considered, as an agent for Cornbelt Chemical Company, Micro-Gro, Inc., or any of its subsidiaries, and you shall not make any statements, to any party, in any fashion cause anyone to believe that you have become an agent for Cornbelt Chemical Company, Micro-Gro, Inc., or any of its agents or subsidiaries.

If you agree with these conditions, please sign the duplicate original and return it to our office, at the above address, within Ten (10) days of the date of your signature.


Sharon K. Snyder


Arlan Pottebaum



INTERCHEM, INC. RECEIVED AUG 30 1982

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

INVOICE

No 1137 064

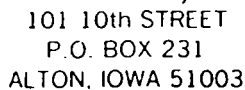
SALESPERSON	DATE OF INVOICE 8-26-82
SHIP TO Interstate Seed Fargo, ND	

TO: Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL. PP.	FOB POINT	TERMS	YOUR ORDER NUMBER	
C03-17	8-19-82	our truck(Gary)		Alton, IA	NET ROI		
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
	Freight charges for delivery of 810 bags of Bloskas 4% Malathion Grain Coating. 40,500 lbs. Code 316					1.20/cwt <i>810 bags x .60</i>	486.00
<i>our Invoice # 178?</i>							
<i>Thank You</i>						TOTAL	<i>486.00</i>

ORIGINAL



RECEIVED SEP 1 1982

No 1179 099 .

ONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

SALESPERSON

DATE OF INVOICE

8-30-82

SHIP TO

Dan Van Waters & Rogers
Pocatello, ID

MICRO-GRO

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL	PP	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
203-17	8-6-82	driver - Jerry			Alton, IA	NET 10 Days		
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT
	Freight charges for 2 pallets of Bloskas Malathion Grain Coating. 3720 lbs. Code 316						10.80/cwt	401.76
							TOTAL	<i>Chg</i> 401.76

Thank You

ORIGINAL

Thank You



INTERCHEM, INC.

101 10th STREET

P.O. BOX 231

ALTON, IOWA 51003

Ne #1255 161

NE (712) 756-8951 • NATL 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

SALESPERSON House	DATE OF INVOICE 9/17/82
SHIP TO Van Waters & Rogers Pocatello, ID	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL	P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
03-17	8/6/82	InterChem Trucking		X	Alton, IA	Net 10 days	Phone	
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT
65 bags	Bloskas 4% Malathion Grain Protectant w/Middle						1954 21.20/cwt.	635.05 689.00
	Plus charge for 2 pallets with shrink wrap						8.50/ea.	17.00
	Total							706.00 652.05
<div>Customer called for 9-20- called Rick to check B/L - cust shipped tele to cancel. Interim called this morning & would one for 9010</div> <div>this invoice</div> <div>9.28.82 per S&S adjust a pay.</div> <div>Thank You</div>							TOTAL	652.05

ORIGINAL



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

RECEIVED OCT 06 1982

No #1255 238

NE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

SALESPERSON	DATE OF INVOICE
House	9/17/82
SHIP TO	
Van Waters & Rogers Pocatello, ID	

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL.	PP.	FOB POINT	TERMS	YOUR ORDER NUMBER		
C03-17	8/6/82	InterChem Trucking	X		Alton, IA	Net 10 days	PHONE		
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT	
65 bags	Bloskas 4% Malathion Grain Protectant w/Talc						Code 312	19.54/cwt.	635.05
	Plus charge for 2 pallets with shrink wrap						Code 4220	8.50/each	<u>17.00</u>
	Total								652.05
<p>Note: This replaces the Inv. for 4% malathion w/Midds.</p> <p>Thank You.</p> <p>Thank You</p> <p><i>Not Put up corrected original invoice original this amt</i></p>									
								TOTAL	

ORIGINAL

*Not Recd
pf corrected invoice
before this amt*



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

INVOICE

No 2086 1185

PHONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

SALESPERSON House	DATE OF INVOICE 4-13-83
SHIP TO <i>Handwritten: 100-6100</i>	

ACCOUNT NO.	DATE SHIPPED	SHIP TO	CO. PO.	FOR PO. NO.	TERMS	YOUR ORDER NUMBER	
C03-17	4-12-83	CPU		Alton, IA	NET		
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
35#	Captan Methoxychlor 75-3						n/c
55#	Felax Red Dye						n/c
205#	Rhodamine B Dye						n/c
101#	Bentonite (Hi-Tell)						n/c
150#	Marlate 50						n/c
100#	Morwet EFW						n/c
100#	Morwet D25						n/c
	All WH Bloskas Labels						n/c
	Handling charge						25.00
						TOTAL	25.00

Handwritten notes:
Attach Receipt to
Cheyl - see me
4-26-83
Thank You

ORIGINAL

Thank You



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

JAN 15 REC'D

INVOICE

No 1745 706

PHONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

SALESPERSON House	DATE OF INVOICE 1-12-83
SHIP TO MICRO-GRO	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL.	PP.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER		
C03-17	1-11-83	CPU			Alton, IA	NET			
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT	
71 bgs	Bloskas Potato Seed Treatment w/Captan and Fir Bark, 50# Lot No.						.35/bag	24.85	
Raw Materials Used:									
	Captan Tech	302#					Furnished		
	Fir Bark	1372#					Furnished		
	Limestone	1912#					Code 314	2.26/cwt	43.21
	Total	3586#							
	Processing Charge						Code 314	.03/lb.	107.58
	Plus charge for 2 pallets w/ shrink wrap.						Code 4220	8.50/ea.	17.00
									192.64
								TOTAL	

Thank You

426-83

ORIGINAL

Thank You

426-83



INTERCHEM, INC.

101 10th STREET

P.O. BOX 231

ALTON, IOWA 51003

JAN 17 REC'D

No 1753 711

ONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P. O. Box 410
McCook, NE 69001

SALESPERSON	DATE OF INVOICE 1/13/83 (12/8/82)
SHIP TO MICRO-GRO	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL	P.P.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
C03-17	12/8/82	CPU			Alton, IA			
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT
	See also Invoice No. 1668-630 (Bloskas Captan Methoxychlor 75-3 W.P.) material used							
847.50#	Captan 90							
69.75#	Methoxychlor 50							
28.25#	Bentonite							
25.25#	Hydroxyethyl Cellulose							
10.125#	Marasperse							
4.03#	Tergitol NP 100							
15.15#	Rhodamine FB dye							
10.125#	Seed Coater +							N/C
Charge for adjustment for Rhodamine FB dye used;								
	Inv. 1253			29.24#			5.45/#	159.41
	Actual use			30.30#			5.45/#	165.13
	Additional billing			1.05#				5.72
							TOTAL	5.72

Thank You

[Handwritten signature]

ORIGINAL

Thank You

Original

**INTERCHEM, INC.**

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

ONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO: Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

JAN 17 1983
RECEIVED

No 1754 712

SALESPERSON	DATE OF INVOICE
	1-14-83
SHIP TO	
MICRO-GRO	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL	PP	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
203-17	1-11-83	CPU			Alton, IA			
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT
	Transfer of Merchandise:							
682 bgs.	Bloskas Extender 100 Fir Bark, 50# bg							
1 bg.	Bloskas Extender 100 Fir Bark, 47# bg							
4 bgs.	Marlate 50W, 50# bg							
1 bg.	Marlate 50W, 10# bg							
								N/C
								</

ORIGINAL

Thank You



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

C

INVOICE

No 1668 630

ONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

SALESPERSON House	DATE OF INVOICE 12-8-82
SHIP TO MICRO-GRO	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL.	PP.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
C03-17	12-7-82	CPU			Alton, IA	NET 10 Days		
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT
19 dr.	Bloskas Captan Methoxychlor 75-3, 50# drums						.25/lb.	237.50
5 bgs.	Marlate 50 (Methoxychlor), 50# bg.						n/c	-----
							TOTAL	237.50

Thank You

Code 312

4-26-83

ORIGINAL

INTERCHEM, INC.

101 10th STREET
P. O. BOX 231
ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585
IOWA 800-352-9007

INVOICE

#928

No 8965

C03-17

INVOICE DATE

7/1/82

OUR ORDER NO.

YOUR ORDER NO.

Phone

TERMS

F.O.B.

Net 30 days

Alton, IA

SALESMAN

House

SHIPPED VIA

Customer Pick Up

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

SHIPPED TO

SAME

PPD. OR COLL.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
220 bags	Bloskas 4% Malathion Grain Coating w/Flour, 50 lb. bags Lot No.	22.64/cwt. ^{24 DEC}	2490.40
270 bags	Bloskas 4% Malathion Grain Coating w/Talc, 50 lb. bags Lot No.	19.54/cwt. ^{21 DEC}	2637.90
Total	Code 312		5128.30
	Plus charge for 13 pallets with shrink wrap <i>see Pam's letter</i> Code 4220	8.50/ea.	110.50
Total			5238.80
<i>see attached note from Pam</i>		<i>< \$57.50 ></i>	
<i>deduction for 2.4-12</i>		<i>< \$101.88 ></i>	
<i>deduction for 9 bags - flour</i>		<i>< \$110.50 ></i>	
<i>less pallet w/ shrink wrap chgs</i>			<i>\$4968.92</i>
<i>paid 8-12-82</i>		<i>ck #1736</i>	
<i>2/10.50</i>			
		<i>Cery 7-29-82</i>	

RECEIVED JUL 19 1982



INTERCHEM, INC.

101 10th STREET
P. O. BOX 231
ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585
IOWA 800-352-9007

INVOICE

943

No 8964

C03-17

INVOICE DATE

7/9/82

OUR ORDER NO.

YOUR ORDER NO.

Phone

TERMS

F.O.B.

Net 30 days

Alton, IA

SALESMAN

House

SHIPPED VIA

Customer Pick Up

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

SHIPPED TO

SAME

PPD. OR COLL.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
<i>Rec'd only 159</i>			
160 bags	Bloskas 4% Malathion Grain Coating w/Talc, 50 lb. bags Lot No.	19.54/cwt <i>.21# DELV</i>	1563.20
59 bags	Bloskas 4% Malathion Grain Coating w/Flour, 50 lb. bags Lot No.	22.64/cwt <i>.24# DELV</i>	<u>667.88</u>
Total	Code 312		2231.08
Plus charge for 5 pallets with shrink wrap	Code 4220	8.50/ea.	<u>42.50</u>
Total			<u>2273.58</u>
<i>7-29-82 per Pam</i> <i>per phone call w/ Arlin</i> <i>Driver signed for 160 - we have</i> <i>to pay amount for 160</i> <i>see attached letter</i> <i>less pallet w/ shrink wrap</i>			<i>\$2231.08</i> <i>42.50</i>
<i>paid 8-12-82</i> <i>Chk #1736</i> <i>42.50.</i>			<i>Aug 7-30-82</i>

RECEIVED AUG - 4 1982



INTERCHEM, INC.

101 10th STREET
P. O. BOX 231
ALTON, IA 51003
PHONE (712) 756-8951 • NAT'L. 800-831-8585
IOWA 800-352-9007

INVOICE

#1011

N^o 9004

C03-17

INVOICE DATE	7/20/82	<i>Postmarked</i>
OUR ORDER NO		8-2-82
YOUR ORDER NO.		
Phone		
TERMS	Net 10 days	F.O.B. Alton, IA
SALESMAN		
House		
SHIPPED VIA		
Customer Pick Up		

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

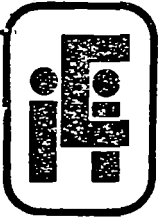
SHIPPED TO. SAME PPD. OR COLL.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
720 bags	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags Lot No.	21.20/cwt.	7632.00
	Plus charge for 15 pallets with shrink wrap	Code 4220 8.50/ea.	127.50
	Total		7759.50

*OK Per Pomm
8-4-82*

*34
11 bags per pallet*

*Per
8-4-82*



RECEIVED AUG 13 1982
INTERCHEM, INC.

101 10th STREET
P. O. BOX 231
ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585
IOWA 800-352-9007

MICRO-GRO

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

INVOICE

#1031

Nº 9109

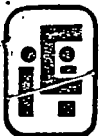
C03-17

INVOICE DATE	
7/30/82	
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	F.O.B.
Net 10 days	Alton, IA
SALESMAN	
House	
SHIPPED VIA	
EZ Way Trucking (Terry)	

SHIPPED TO: Hub City Seed & Feed, 801 SE 6th Avenue, Aberdeen, SD

QUANTITY	DESCRIPTION	PRICE	AMOUNT
240 bags	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags Lot No. Code 312	11.377 21.20/cwt.	2544.00
	Plus charge for 5 pallets with Shrink wrapping Code 4220	8.50/ea.	42.50
	Total		2586.50

Aug 8-12-82



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

RECEIVED AUG 13 1982

INVOICE

No 004

ONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

SALESPERSON	DATE OF INVOICE
	8-11-82
SHIP TO	
Hub City Seed & Feed Aberdeen, SD	
<i>Billed #166</i>	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	CO.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
03-17	7-30-82	our truck(Terry)		Alton, IA	NET 10 Days		
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
	Freight charges for delivery of 240 bags of Bloskas 4% Malathion Grain Coating. 12,000 lbs. Code 316					1.20/cwt	144.00
						TOTAL	

2013 7-30 ✓

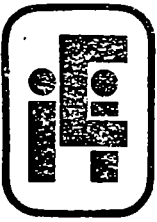
Aug 5-16-82

Thank You

ORIGINAL

Thank You

Aug 8-16-82

**INTERCHEM, INC.**

101 10th STREET

P. O. BOX 231

ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585

IOWA 800-352-9007

RECEIVED AUG 13 1982
*aug 19 per [unclear]***INVOICE**

#1032

No 9110

MICRO-GRO

Cornbelt Chemical Company

P.O. Box 410

McCook, NE 69001

C03-17

INVOICE DATE

7/30/82

OUR ORDER NO.

YOUR ORDER NO.

TERMS

F.O.B.

Net 10 days

Alton, IA

SALESMAN

House

SHIPPED VIA

EZ Way Trucking (Terry)

SHIPPED TO

InterState Seed, 417 Main Avenue, Fargo, ND

PPD. OR COLL.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
570 bags	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags Lot No. Code 312	21.20/cwt. <i>11.38</i>	6042.00
	Plus charge for 12 pallets with Shrink wrapping Code 4220	8.50/ea.	<u>102.00</u>
	Total		6144.00

10.78

*paid 8-19-82
ck #1758*

copy 8-16-82

**INTERCHEM, INC.**101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

RECEIVED 11 19 82

INVOICE

No

005

PHONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

SALESPERSON	DATE OF INVOICE
	8-11-82
SHIP TO	
Interstate Seed Fargo, ND	
<i>Billed #166</i>	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL	PP	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
103-17	7-30-82	our truck(Terry)			Alton, IA	NET 10 Days		
QUANTITY	DESCRIPTION						UNIT PRICE	AMOUNT
	Freight charges for delivery of 570 bags of Bloskas 4% Malathion Grain Coating. 28,500 lbs. Code 316						1/20/cwt	342.00
							TOTAL	

ORIGINAL

Thank You

RECEIVED AUG 14 1982



INTERCHEM, INC.

101 10th STREET

P. O. BOX 231

ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585

IOWA 800-352-9007

INVOICE

#1035

No 9094

C03-17

INVOICE DATE

8/4/82

OUR ORDER NO.

YOUR ORDER NO.

TERMS

F.O.B.

Credit Memo

SALESMAN

SHIPPED VIA

MICRO-GRO

Cornbelt Chemical Company

P.O. Box 410

McCook, NE 69001

SHIPPED TO

PPD. OR COLL.

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	<u>CREDIT MEMO</u>		
	Inv. 928-8965: Credit is issued for the following:		
	9 bags 4% Malathion w/Flour, 50 lb. bags damaged		\$101.88
	24-D breakage while loading the truck		<u>57.50</u>
	Total Allowed Credit	Code 4221	159.38CR
	<p>This credit was taken with check # 1709 in payment of Inv. 928.</p> <p><i>Not set up deducted from original Invoice</i></p>		

RECEIVED AUG 13 1982



INTERCHEM, INC.

101 10th STREET

P. O. BOX 231

ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585

IOWA 800-352-9007

INVOICE

#1068

N^o 9107

MICRO-GRO

Cornbelt Chemical Company

P.O. Box 410

McCook, NE 69001

C03-17

INVOICE DATE

8/9/82

OUR ORDER NO.

YOUR ORDER NO.

TERMS

F.O.B.

Net 10 days

Alton, IA

SALESMAN

House

SHIPPED VIA

EZ Way Trucking (Gary)

SHIPPED TO

P.P.D. OR COLL.

Interstate Seed, 417 Main Avenue, Fargo, ND

QUANTITY	DESCRIPTION	PRICE	AMOUNT
630 bags	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags Lot No. 01080582-45 02080582-45 03080582-45 04080582-45 05080582-45 06080582-45 07080582-45 01080682-45 02080682-45 03080682-45 04080682-45 05080682-45 06080682-45 07080682-45 Code 312	21.20/cwt.	6678.00
	Plus charge for 14 pallets with shrink wrap Code 4220	8.50/ea.	119.00
	Total		6797.00

paid 8-19-82
ck # 1758

Aug 5-16-82

RECEIVED AUG 13 '82
INTERCHEM, INC.

101 10th STREET

P. O. BOX 231

ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585

IOWA 800-352-9007

INVOICE

#1069

Nº 9108

C03-17

INVOICE DATE

8/9/82

OUR ORDER NO.

YOUR ORDER NO.

TERMS

F.O.B.

Net 10 days

Alton, IA

SALESMAN

House

SHIPPED VIA

EZ Way Trucking (Gary)

PPD. OR COLL.

SHIPPED TO

InterState Seed, 413 Main Street, Webster, SD

QUANTITY	DESCRIPTION	PRICE	AMOUNT
180 bgs.	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags Lot No. 08080682-45 09080682-45 10080682-45 11080682-22 09072982-13 Code 312	11.389 ^{ba} _{dev} 21.20/cwt.	1908.00
	Plus charge for pallets with Shrink wrap Code 4220	8.50/ea.	34.00
	Total	10.60 60 189	1942.00

paid 8-19-82
ck #1758

Chf
8-16-82

**INTERCHEM, INC.**

101 10th STREET

P. O. BOX 231

ALTON, IA 51003

PHONE (712) 756-8951 • NAT'L. 800-831-8585

IOWA 800-352-9007

INVOICE

#1075

No 9111

MICRO-GRO

Cornbelt Chemical Company

P.O. Box 410

McCook, NE 69001

C03-17

INVOICE DATE

8/9/82

OUR ORDER NO.

YOUR ORDER NO.

TERMS

F.O.B.

Credit Memo

SALESMAN

SHIPPED VIA

PPD. OR COLL.

SHIPPED TO

QUANTITY

DESCRIPTION

PRICE

AMOUNT

CREDIT MEMO

Inv. 1068-As per agreement between Rick and Interstate
Seed Company we are allowing \$1.00/bag off on
the 7 broken bags Code 312

✓ 7.00CR

paid 8-19-82
ck #1758

paid 8-18-82



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

RECEIVED

INVOICE

No 011

ONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO: Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

SALESPERSON	DATE OF INVOICE
	8-11-82
SHIP TO	
Interstate Seed Fargo, ND <i>Billed</i>	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL. PP.	FOB. POINT	TERMS	YOUR ORDER NUMBER	
203-17	8-9-82	our truck(Gary)		Alton, IA	NET 10 Days		
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
	Freight charges for delivery of 630 bags of Bloskas 4% Malathion Grain Coating. 31500 lbs. Code 316					1.20/cwt	378.00
<div>Thank You</div>						paid 8-21-82 ck #1762	
						TOTAL	8-16-82

ORIGINAL

WITH 25 (X)



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

RECEIVED AUG 13 1982

No

012

ONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

SALESPERSON	DATE OF INVOICE
	8-11-82
SHIP TO	
Interstate Seed Webster, SD <i>Buck</i>	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL. PP.	JOB POINT	TERMS	YOUR ORDER NUMBER	
103-17	8-9-82	our truck(Gary)		Alton, IA	NET 10 Days		
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
	Freight charges for delivery of 180 bags of Bloskas 4% Malathion Grain Coating. 9000 lbs. Code 316					1.20/cwt	108.00

Thank You

ORIGINAL



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

RECEIVED AUG 23 1982

INVOICE

No #1098 043

NE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

SALESPERSON	DATE OF INVOICE
House	8/12/82
SHIP TO	
Yon Distributors West Broadway Dickinson, ND 701-225-8121	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL. PP.	F.O.B. POINT	TERMS	YOUR ORDER NUMBER	
3-17	8/12/82	Customer Pickup	X	Alton, IA	Net 10 days	Phone to Roxie	
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
05 bags	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags					10.19 cwt. 21.20/cwt.	4293.00
	Lot No. 02081382-45 01081382-45 08081282-45 09081282-45						
	07081282-45 06081282-45 05081282-45 04081282-45						
	03081282-45 Code 312						
	Plus charge for 9 pallets with shrink wrap Code 4220					8.50/ea.	76.50
	Total						4369.50
						TOTAL	

paid 8-27-82
ck #1795

Thank You

8-27-82

ORIGINAL



INTERCHEM, INC.

101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003

RECEIVED AUG 23 1982

No #1099 044

PHONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001

MICRO-GRO

SALESPERSON House	DATE OF INVOICE 8/12/82
SHIP TO Interstate Seed County Hiway 19 North Minot, ND 701-839-2888	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	COL.	PP.	FOB POINT	TERMS	YOUR ORDER NUMBER
C03-17	8/12/82	Customer Pick Up	X		Alton, IA	Net 10 days	Phone to Roxie
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
405 bags	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags Lot No. 02081282-45 01081282-45 09081182-45 06081182-45 05081182-45 04081182-45 03081182-45 02081182-45 12081082-45 Code 312					21.20/cwt.	4293.00
	Plus charge for 9 pallets w/shrink wrap Code 4220					8.50/ea.	76.50
	Total						4369.50
						TOTAL	

Thank You

10.9900 OK
21.20/cwt. 4293.00
8.50/ea. 76.50
4369.50
8-24-82

ORIGINAL

Thank You

Out 8-24-82

**INTERCHEM, INC.**101 10th STREET
P.O. BOX 231
ALTON, IOWA 51003PHONE (712) 756-8951 • NAT'L 800-831-8585
IOWA 800-352-9007

TO:

Cornbelt Chemical Company
P.O. Box 410
McCook, NE 69001**MICRO-GRO**

RECEIVED AUG 30 1982

INVOICE

No #1145 072

SALESPERSON	DATE OF INVOICE
House	8/19/82
SHIP TO	
Interstate Seed 417 Main Avenue Fargo, ND 701-235-4431	

ACCOUNT NO.	DATE SHIPPED	SHIPPED VIA	PP	FOR	TERMS	YOUR ORDER NUMBER	
C03-17	8/19/82	(Gary) EZ Way Trucking	X	Alton, IA	Net 10 days	Phone to Roxie	
QUANTITY	DESCRIPTION					UNIT PRICE	AMOUNT
810 bags	Bloskas 4% Malathion Grain Coating w/Midds, 50 lb. bags Lot No. 02080982-45 03080982-45 04080982-45 05080982-45 06080982-45 07080982-45 08080982-45 09080982-45 10080982-45 11080982-45 05081082-45 06081082-45 07081082-45 08081082-45 09081082-45 10081082-45 11081082-45 12081082-45 Code 312					21.20/cwt. <i>10³ 5+8</i> <i>✓</i>	8586.00
	Plus charge for 18 pallets with shrink wrap Code 4220					8.50/ea.	<u>153.00</u>
	Total						8739.00
						TOTAL	<i>Chas. 8-27-82</i>

ORIGINAL

Thank You

C. J. 8-21-82

SOLCHEM INCORPORATED

415 MADISON AVENUE
NEW YORK, N.Y. 10017
Telephone PLaza 2-7340

IMPORT/INVOICE NO. 89623

Customer's Order

Our No. M00190/EX2843

Cable Address: SOLCOOR NEWYORK
Telex: ITT 420761, RCA 224106

SOLD TO:

CORNBELT CHEMICAL CO.
P.O. BOX 410
MCCOOK, NEBRASKA 69001

Date: APRIL 22, 1982

Vessel:

B/L No.

Voyage No.

Terms: NET CASH 90 DAYS AGAINST INVO

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
6,437.432 LBS	MERPAN TECH.	\$1.75/LB.	\$11,265.51 <i>f</i>
	PACKED: 73 BAGS X 40 KGS	EX W/H	
	RELEASED FROM HOPKINS AGRICULTURAL CHEMICAL CO.		

REC'D RPT -
~~HG on CBE~~
Set up now?

5-13-82 per SLS then rec'd rpt - rec'd 5-17-82
see attached

7-26-82
At Loewer called
w/ Peter & ab
check mailed 7-21-
to address on Drw.
instruct address
check will be ret'd
by go.
remind to 12 Park Ave
New York City
10016

Copy 5-20-8

6589
Micro GRO
MICRO-GRO
FRT 48693

E

MANUFACTURING-MARKETING AGREEMENT

D

THIS AGREEMENT, made and entered into this 5th day of February, 1982, by and between MICRO-GRO COMPANY, whose principal place of business is McCook, Red Willow County, Nebraska, and W. H. BLOSKAS and W. H. BLOSKAS & ASSOCIATES, INC., whose principal place of business is Greeley, Colorado.

MICRO-GRO COMPANY shall hereinafter be called MGC, and W. H. BLOSKAS and W. H. BLOSKAS & ASSOCIATES, INC. shall hereinafter be referred to as WHB.

WHEREAS, MGC is in the business of manufacturing, formulating and marketing various products and chemicals used in agriculture, and is the owner of E.P.A. licensed labels, marked Exhibit "A", attached hereto and made a part of this Agreement; and,

WHEREAS, WHB is involved in the marketing of agricultural products and chemicals, and is purchasing E.P.A. licensed labels, marked Exhibit "B", attached hereto and made a part of this Agreement; and,

WHEREAS, each of the Parties desires to enter into a Manufacturing and Marketing Agreement for a period of years;

NOW, THEREFORE, IN CONSIDERATION of their mutual promises, covenants and agreements contained herein, the Parties AGREE:

1. This Agreement shall be legally binding and effective for a period of time from February 5, 1982, until November 30, 1987, unless terminated earlier, by the mutual agreement of the Parties.

This agreement may be extended from year to year, unless either of the Parties hereto gives notice to the other Party within one (1) year, from the date of the desired termination, e.g., if it is desired that the

EXHIBIT B

EPA Registration Number

1. Captan 300 Flowable Seed Protectant	43789-1
2. Captan-Methoxychlor 300-20 Flowable Seed Protectant	43789-2
3. Captan-Methoxychlor 300-20 Undyed Flowable Seed Protectant	43789-3
4. Captan-Methoxychlor 60-10 WP Seed Protectant	43789-4
5. Captan-Methoxychlor 65-10 WP Seed Protectant	43789-5
6. Captan 70WP Seed Protectant	43789-6
7. Captan-Methoxychlor 70-3 Seed Protectant	43789-7
8. Captan 25 Planter Box Seed Treater	43789-8
9. Captan 25 + Moly-Lube Planter Box Seed Treater	43789-9
10. Captan-Methoxychlor 75-3 WP Seed Protectant	43789-10
11. Captan Seed Treater with Lindane	43789-11
12. Captan 50 WP Fungus & Disease Control. NOTE: This is one of the products on which we will want sub-registrations to be available to us under the contract.	43789-12
13. Potato Seed Treater with Bark	43789-13
14. Lindane 25 EC Seed Treater	43789-14
15. Lindane 25 WP Seed Treater	43789-15
16. Captan 300 DD Flowable Seed Protectant	43789-16
17. Captan-Methoxychlor 300-20 DD Flowable Seed Protectant	43789-17
18. Maneb 50 Planter Box Seed Treater	43789-18
19. Maneb-Lindane Planter Box Seed Treater	43789-19
20. Lindane 25 Planter Box Seed Treater	43789-20
21. Captan 300 Undyed Flowable Seed Protectant	43789-21
22. Spud Bark Potato Seed Treater	43789-23
23. Thiram-Methoxychlor 70-2 WP Seed Protectant	43789-24
24. Thiram 50 Planter Box Seed Treater	43789-25
25. Thiram 35 + Moly-Lube Planter Box Seed Treater	43789-26
26. Thiram 50 WP Dyed Seed Treater	43789-27
27. Thiram 50 WP Undyed Seed Treater	43789-28
28. Thiram 42% Dyed Flowable Seed Protectant	43789-33
29. Thiram 42% Undyed Flowable Seed Protectant	43789-34
30. Thiram 30% Dyed Flowable Seed Protectant	43789-35
31. Thiram 30% Undyed Flowable Seed Protectant. NOTE: This is one of the products on which we will want subregistrations to be available to us under the contract.	43789-36
32. Potato Seed Treater	43789-37
33. Lindane 25 WP Dyed Seed Treater	43789-38
34. Lindane 75 WP Dyed Seed Treater	43789-40
35. Three-Way Planter Box Seed Treater	43789-41
36. Diazinon Planter Box Seed Treater	43789-42
37. Methoxychlor 25 EC Dyed	43789-44
38. Methoxychlor 25 EC NOTE: This is one of the products on which we will want subregistrations to be available to us under the contract.	43789-45
39. Methoxychlor 300 Undyed Flowable Seed Protectant	43789-46
40. Man-Z 300 Dyed Flowable Seed Protectant	43789-49
41. Man-Z 300 Undyed Flowable Seed Protectant	43789-50
42. Lindane 400 Undyed Flowable Seed Protectant	43789-51
43. Lindane 300 Undyed Flowable Seed Protectant. NOTE: This is one of the products on which we will want sub-registrations to be available to us under the contract.	43789-52

EXHIBIT A

	<u>EPA Registration No.</u>
1. 2% Malathion Grain Protector	10107-37-44325
2. 6% Malathion Grain Protector	10107-36-44325
3. 57% Malathion Cythion for Stored Grain	10107-10-44325
4. Pesti Sack (Dust Bag)	10107-1
5. No Gro (Soil Sterilant)	10107-46
6. Defoamer with 10% Silicone	N/A

said Escrow Agreement is attached hereto, signed by both of the Parties, and made a part hereof as though set out herein.

The Parties hereto recognize that a Power of Attorney, signed by WHB personally and as President of WHB and Associates, is also a part of this Agreement, and a copy of said Power of Attorney is attached hereto and made a part hereof as though fully set out herein.

This Agreement is drafted, in the State of Nebraska, and it is agreed by the Parties hereto, that Nebraska law shall apply to any construction of this Agreement, and to any question of damages arising under this Agreement.

This Agreement shall be binding upon the heirs, assigns, personal representatives, distributees, legatees, or devisees, of either of the Parties hereto.

This Agreement may not be assigned, by either of the Parties hereto, to any other party, without the express written consent of the other Party be had therefor.

Any notices required under this Agreement shall be deemed legally sufficient, if sent by Certified Mail, to the last known address of the other Party.

(Corporate Seal)

MICRO-GRO COMPANY, A Nebraska Corporation,

By:

Sharon K. Snyder
It's President

(Corporate Seal)

W. H. BLOSKAS & ASSOCIATES, INC.,
A Colorado Corporation,

By:

W. H. Blokas
It's President

W. H. Blokas
W. H. BLOSKAS, Personally

the Parties hereto, shall circumvent or attempt to alter the terms of this Agreement, or avoid the terms of this Agreement, by selling or offering for sale, or attempting to sell, any of the products listed on Exhibit "A" or Exhibit "B", without the participation of the other Party, and a distribution of profits as set out herein; under any sole proprietorship, corporation, partnership or limited partnership, whether said WHB or MGC are acting as a shareholder, a partner, an individual, or as a representative for any other company, engaged in the same or substantially the same business. Said non-competition agreement and promise, shall be for a period of Five (5) years, after a material breach or default has occurred, or shall be for the same period as this Agreement, and any extension thereof, or will terminate at the same time that this Agreement is mutually terminated by both of the Parties signing, in writing, a termination agreement. This clause, concerning non-competition shall be limited to the market area, in which the Parties hereto, are engaged in any sales. Any attempt by either of the Parties, to avoid this paragraph of this Agreement, through any means, shall be considered a material breach and a default, and shall work an immediate forfeiture of the funds contained in the WHB TRADING ACCOUNT, as previously set out herein, and may also, result in a suit at law or in equity, for injunctive relief and further damages, if necessary.

All profits held in the WHB TRADING ACCOUNT, shall be divided as set out on Exhibit "C", which Exhibit is attached hereto and made a part hereof as though fully set out herein, within Fifteen (15) banking days, of the presentation of any check for payment and is collected funds, to the WHB TRADING ACCOUNT. The 15 days may be extended from time to time, or may be decreased, if final payment is made on the draft or check, either prior to, or later than the 15 day period.

The Parties hereto, further agree, that an Escrow Agreement is also a part of this Agreement, and a copy of

not supply to MGC any E.P.A. licensed label purchased from W. C. Gallaway, Cottonseed Delinting and Treating Company, Inc., a Texas Corporation, or Agricultural Products, and now owned by Cottonseed Delinting and Treating Company, Inc. It shall be considered a material breach and default of this Agreement in the event, that WHB violates the non-competition agreement, set out hereinafter, or fails to fulfill any other condition, promise, or covenant contained in this Agreement.

The Parties hereto agree, that proof of damages, for a material breach is impossible and therefore, the Parties agree that a liquidated damage clause is appropriate, and a liquidated damage clause shall not be considered as a penalty under law.

In the event of a material breach or default, the Party in default shall forfeit any and all right, to any monies held in the WHB TRADING ACCOUNT at the FIRST NORTHWESTERN TRUST COMPANY of NEBRASKA, and any and all rights to any accounts receivable, for products listed on Exhibit "A" and Exhibit "B", and previously sold, and in addition thereto, this Agreement may be considered terminated at the option of the non-defaulting Party. The non-defaulting Party, shall in addition to any other remedy at law or in equity, be allowed to sue for an injunction to stop the default and particularly, to stop a breach of the non-competition clauses of this Agreement; this clause shall be considered as liquidated damages, and shall not be considered as a penalty.

A material breach or default, may be waived by either Party; by the non-defaulting Party giving written notice of the default to the other Party and not declaring that a material breach or default has occurred.

This Agreement and DEFAULT paragraphs may be amended by both of the Parties, mutually agreeing, in writing, to the amendment.

WHB and MGC both mutually agree, that neither of

price, as the case may be, less any discounts or rebates that may apply.

This Agreement shall be construed, as granting to WHB the exclusive right for distribution of products listed on Exhibit "A" and Exhibit "B", but shall not be construed as limiting the market of MGC, a parent company of MGC, or any subsidiary of MGC, which is previously established. Each Party agrees, that they will not establish any new market in an area, where the other Party is selling, and have pre-existing markets, as of the date of this Agreement. Each of the Parties hereto, have the right to distribute all products listed on Exhibit "A" and Exhibit "B", but shall purchase said products from each other, by written order or purchase order, and will purchase products at regular distributor prices, less any discounts, advertising allowances, or any other benefits allowed any other distributor under any circumstance.

Any advertising allowances, promotions, gimmicks, rebates, or any other discounts, given by basic suppliers of technical materials, or packaging suppliers, etc., shall be deposited in the WHB TRADING ACCOUNT as One Hundred Percent (100%) profit, and shall be distributed to each of the Parties as set out hereinafter, only on products listed on Exhibit "A" and Exhibit "B".

This Agreement may be amended at any time, by written agreement of the Parties, and their signatures being had thereon.

DEFAULT: It shall be considered a default and a material breach of this Agreement, if WHB or MGC sell or offers to sell any of the products listed on Exhibit "A" and Exhibit "B", without participation of the other Party being had therefor, and the profits on said products being divided in accordance with the schedule hereinafter set out.

It shall be considered a material breach and default of this Agreement, in the event, that WHB does

MGC will purchase a blanket fidelity bond, in the amount of One Hundred Thousand Dollars (\$100,000.00) per employee, involved in the manufacturing or transportation of any product listed on Exhibit "A" or Exhibit "B". Said blanket bond, shall cover theft, embezzlement, or other loss occasioned by any act of dishonesty by the employees of MGC.

WHB will purchase, at his expense, general liability insurance, workmen's compensation insurance, and error and omissions insurance, covering the acts of WHB's sales representatives, with combined single limits of Five Hundred Thousand Dollars (\$500,000.00) for personal injury or property damages for the products listed on Exhibit "A" or Exhibit "B", sold by WHB. WHB will provide for the benefit of MGC, a blanket bond, for One Hundred Thousand Dollars (\$100,000.00), per employee; said bond, to indemnify MGC, for any theft, embezzlement or other loss occasioned by any act of dishonesty by the employees of WHB. WHB further agrees, that he will provide to MGC, all evidence of insurance and fidelity bond coverage, as may be required from time to time by MGC.

Any and all advertising, promotions, of any type or kind, shall be paid for by WHB, and said advertising shall be a cost of doing business for WHB, and shall not be considered as an expense of MGC for determining profit

It shall be the duty of each Party to comply with all local, state, and federal laws and regulations that apply to them respectively, and each Party agrees to hold the other Party harmless from all fees, fines, penalties, judgments, and costs, which may arise or be levied, as a result of the failure of one Party to so comply with any local, state, or federal law, rule or regulation. MGC further agrees, that upon notification by WHB, that they will register at their own expense any product listed on Exhibit "A" or "B" in any state requested by WHB.

m BQ
Sharon Snyder *W.A.B. + 2*
137 W.A.B.

WHB and MGC agree that if sales of product listed on Exhibit "A" or Exhibit "B", are made to a dealer or retailer, said sale will be made at full market or retail

SS *W.A.B.*

outside manufacturer, and MGC reserves the right, to refuse to supply technical product or technical material to any outside manufacturer, for any reason whatsoever.

MGC Sharon Singer
Any product shipped, which is not paid for or settled for, within thirty (30) days of the due date, shall result in a debit charge being issued against WHB for the production costs of that invoice, and that account assigned to WHB for collection.

In the event of a debit charge being issued against WHB and assignment of the account, no payments shall be made to WHB concerning that account, until such time as the account has either been settled for or is determined to be a bad debt.

In the event, after diligent efforts to collect the same, an account assigned to WHB for collection shall be determined to be a bad debt, said bad debt shall be written off, and the loss on said account shall be written off against the account of WHB and MGC, on fifty/fifty (50/50) basis of customer invoice amount. Said bad debt shall not be written off, to include interest and late penalty charges, which shall be borne by WHB alone, but shall only be written off as to the principal amount of the customer invoice.

MGC shall secure general hazard insurance, covering the products they manufacture, against loss until the time of delivery to the customer, in the maximum amount of One Hundred Thousand Dollars (\$100,000.00); said insurance shall be for product shipped via Cornbelt Transportation only.

MGC will purchase, at their own expense, general liability insurance, workmen's compensation insurance, errors and omissions insurance, covering products provided by MGC with combined single limits of Five Hundred Thousand Dollars (\$500,000.00) for personal injury or property damages.

listed on Exhibit "B", if and only if, feasible for MGC to manufacture and formulate said products. Feasible, is defined to mean, that the economic factors as determined by MGC are appropriate; that MGC has the necessary expertise and equipment necessary for the manufacture of said products. WHB is to provide the use of any E.P.A. licensed labels for any products to be produced under this Agreement by MGC and contained on Exhibit "B".

WHB shall supply sales representatives for distribution and marketing of all products listed on Exhibit "A" and Exhibit "B", and shall provide all brand name labels, sale brochures, and packaging information, to MGC for any products formulated by MGC, and listed on Exhibit "A" and Exhibit "B"; and only in accordance with Exhibit "D", attached hereto and made a part hereof.

WHB shall provide to MGC current and past credit references, and credit information for any and all customers, as may be required from time to time by MGC. No credit or time payment plan shall be extended to any person, nor any sales made on a delayed payment plan to any person, without the express written approval being had therefor, by MGC. Any person, shall mean, an individual, partnership, corporation or any other form of doing business, either as a sole proprietorship or with more than one individual.

In the event, products listed on Exhibit "A" or Exhibit "B", are not manufactured and formulated by MGC, then and in that event, WHB agrees to hold harmless and indemnify, MGC for any losses, including legal fees necessary to defend any lawsuit, caused by or suit filed, on account of manufacturing not done by MGC. This hold harmless clause and agreement to indemnify, shall remain in full force and effect, even if MGC shall supply basic technical products to an outside manufacturer. Nothing contained herein, shall be construed as an agreement on the part of MGC, to furnish technical products to any

Agreement terminate on November 30, 1987, then notice must be given to the other Party, prior to November 30th of 1986. Nothing contained in this clause shall be construed as allowing the termination of this Agreement, except by mutual consent, prior to November 30, 1987.

In the event that notice is not given, then the Agreement shall continue on a year to year basis, until such time as one or the other Party serves the required termination notice. -

MGC agrees to supply to WHB, products listed on Exhibit "A", a copy of which is attached hereto and made a part of this Agreement as though fully set out herein, and in addition, any third party E.P.A. licensed labels for use under any brand specified by WHB for those chemicals listed on Exhibit "A" or Exhibit "B", which is made a part hereof as though fully set out herein.

MGC will purchase and supply all raw materials for production and manufacture of said products as set out on Exhibit "A", and as necessary for WHB.

MGC will produce or manufacture products whenever possible at competitive production rates for delivery to WHB. If MGC is unable to produce the products, they will supply all raw materials to an independent manufacturer for production of said products for WHB. MGC will do all invoicing and billing on invoices to be supplied by WHB.

All payments shall be made to the FIRST NORTHWESTERN TRUST COMPANY of Nebraska, of Omaha, Nebraska as Escrow Agent. The checks shall be made payable to the WHB TRADING ACCOUNT and shall be deposited in an account to be known as "WHB TRADING ACCOUNT"; in accordance with an Escrow Agreement between WHB, MGC, and FIRST NORTHWESTERN TRUST COMPANY of NEBRASKA. Said Escrow Agreement is attached hereto and made a part hereof as though fully set out herein.

MGC agrees to purchase and supply all raw materials for production and manufacture of products,

EXHIBIT B (cont'd)EPA REGISTRATION NUMBER

44. Lindane 25 EC-LF Seed Treater	43789-53
45. Capti-Strep Spud Bark Potato Seed Treater	43789-54
46. Captan 32-D Flowable Seed Protectant	43789-72
47. Lindane 25 EC-LF Seed Treater	43789-73
48. Captan 50 + Moly-Lube	43789-74
49. Captan 25 + Moly-Lube Liquid Planter Box Seed Treater	43789-83
50. Maneb-HCB Planter Box Seed Treater(Not yet registered)	43789-ON
51. V-25 Systemic Fungicide Planter Box Seed Treater	43789-91
52. V + T 200 Flowable Systemic Fungicide(Not yet registered)	43789-OE
53. V-75 Wettable Powder Systemic Fungicide(Not yet regist.)	43789-OG

EXHIBIT C

DISTRIBUTION OF CASH RECEIPTS

Each invoice payment deposited into the escrow account will be distributed as follows, with distribution occurring within fifteen days of receipt but not before the money instrument has cleared and is fully collected.

- (1) A 7% rebate from invoice total will be paid to the buyer if all program terms have been satisfied.
- (2) 5% of invoice total will remain in escrow in anticipation of cumulative discounts to be paid later.
- (3) MGC total production and delivery cost will be paid to MGC.
- (4) The proceeds of each collected deposit (invoice total less 7% and/or 5% and MGC costs) will be distributed to WHB (65%) and MGC (35%).
- (5) Sometime, as the final discounts are being paid, WHB and MGC will agree to distribute the remaining escrow funds or to pay into the account should there be a deficit. Either a distribution of a pay-in will be in the same ratio as profit sharing (65% and 35%).

EXAMPLE

Total Invoice Amount		\$1,000.00
7% earned rebate	\$ 70.00	
5% reserve for discounts	50.00	
MGC Cost Recovery	500.00	620.00
	Proceeds	\$ 380.00
WHB (65% x \$380)	247.00	
MGC (35% x \$380)	133.00	\$ 380.00

EXHIBIT D

CRITERIA FOR PRIVATE LABELING OF PRODUCTS

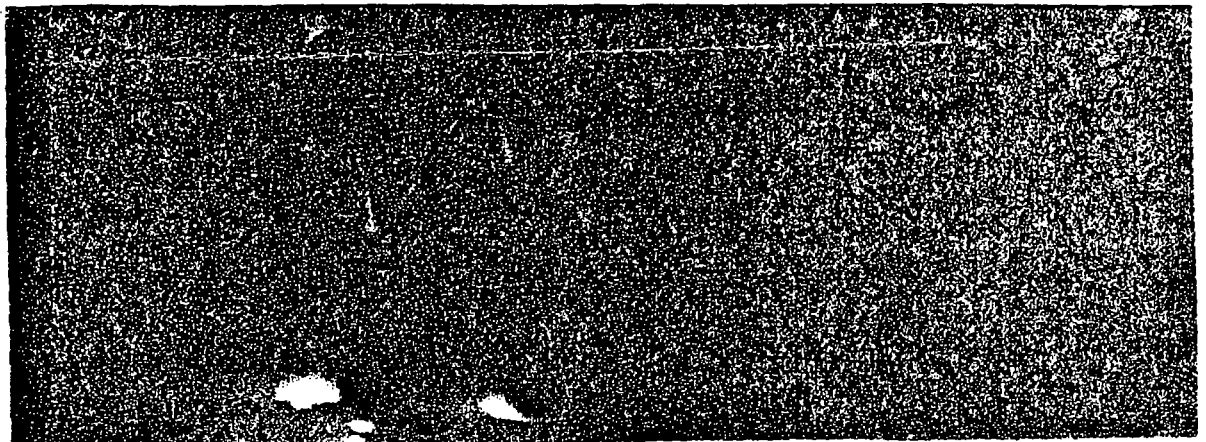
This exhibit shall be the guide line used for W.H.B. granting a private label(s) to distributors when it is in the best interests of both parties.

DRY MALATHION FORMULATIONS- 120,000 pounds of finished product.

LIQUID GRAIN & SEED PROTECTANTS- 8,000 gallons of finished product.

PLANTER BOX SEED PROTECTANTS- 1,800 cases of finished product.

LESSER AMOUNTS WILL BE ALLOWED ONLY WITH JOINT APPROVAL OF W.H.B. & MICRO-CRO.



ESCROW AGREEMENT

TO: FIRST NORTHWESTERN TRUST COMPANY of NEBRASKA
W.H.B. TRADING ACCOUNT
Post Office Box 3959
Omaha, Nebraska 68103

Attention: Trust Officer

Dear Sir:

The undersigned, being the parties to a manufacturing and marketing agreement, hereby submit the following to you, as Escrow Agreement.

1. Attached hereto, is a signed copy of a Contract, entitled Manufacturing and Marketing Agreement, which Contract is made a part of this Escrow Agreement as though fully set out herein.

2. Attached hereto, is a Power of Attorney, executed by W. H. Boskas, personally and as President of W. H. Boskas and Associates, Inc., a Colorado Corporation.

3. You are hereby directed to receive, any and all checks, made out to W. H. B. TRADING ACCOUNT, Post Office 3959, Omaha, Nebraska 68103, or made out to W. H. Boskas or W. H. Boskas and Associates, Inc., a Colorado Corporation and to endorse said checks, and to place said funds in a trading account, to be known as the W. H. B. TRADING ACCOUNT.

4. You are further instructed, that said funds contained in said account, shall only be distributed, in accordance with specific written instructions, to be received by you, from time to time, and signed by an Officer of MICRO-GRO, INC., a Nebraska Corporation.

5. You shall not, under any circumstances, distribute any funds contained in the W. H. B. TRADING ACCOUNT, unless specific written instructions have been received by you, signed by an Officer of MICRO-GRO, INC., a Nebraska Corporation.

6. No directions received by you, signed by W. H. BLOSKAS, either personally, or as President of W. H. BLOSKAS and ASSOCIATES, INC., shall be effective to transfer any funds contained in the W. H. B. TRADING ACCOUNT.

7. No notice, demand, or change of instructions, shall be of any effect in this Escrow unless given in writing, and signed by a competent Officer of MICRO-GRO, INC., and by W. H. BLOSKAS, either personally or as President of W. H. BLOSKAS and ASSOCIATES, INC.

8. Any demand, notice or change of instructions, received by the Escrow Agent, under any other circumstances, shall not, in any fashion affect these written instructions, unless as set out above.

9. In the event instructions are received, which are not in accordance with the Escrow instructions, then the Escrow Agent, is hereby authorized to notify MICRO-GRO, INC., or W. H. BLOSKAS, as the case may be of said conflicting instructions and to stop further proceedings and trading in the account known as the W. H. B. TRADING ACCOUNT until such time as further instructions are received.

All parties hereto agree jointly and severally, to pay upon demand, as well as to indemnify and hold the Escrow Agent harmless and against all costs, damages, judgments, attorneys fees, expenses, obligations of any kind or nature, which the Escrow Agent may incur, or sustain in connection with or arising out of this Escrow. This paragraph shall only be effective, if the Escrow Agent has complied with all terms of this Escrow Agreement.

It is agreed by the parties hereto, that so far as Escrow Agents rights and liabilities are concerned, this transaction is an Escrow Account and not any other legal relationship, and the Escrow Agent shall be under no obligation to undertake, avoid, or pursue any duty or obligation not specifically enumerated within the terms of this Escrow Agreement.

This Agreement shall bind and inure to the benefit of the assigns, personal representatives, devisees, legatees, distributees, and or heirs of the parties hereto.

IN WITNESS WHEREOF, the parties have signed this agreement on this 5th day of February, 1982.

MICRO-GRO, INC.,

BY: Sharon K. Sneyd
President

W. H. BLOSKAS, Personally

W. H. BLOSKAS and ASSOCIATES, INC.

BY: W. H. Boskas
President

FIRST NORTHWESTERN TRUST COMPANY of NEBRASKA
of Omaha, Nebraska

BY: Karlene G. Gault
Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that I, W. H. BLOSKAS, personally, and as President of W. H. BLOSKAS and Associates, Inc., a Colorado Corporation, the undersigned, do hereby make, constitute and appoint as my Attorney-in-Fact, FIRST NORTHWESTERN TRUST COMPANY of Omaha, Nebraska, my true and lawful attorney for me and in my name, place and stead, to endorse and present, for payment, any checks made payable to me, or to W. H. BLOSKAS and Associates, Inc., and to deposit the proceeds thereof into an account entitled the, W.H.B. TRADING ACCOUNT, Post Office Box 3959, of Omaha, Nebraska 68103. Said Account to be held by First Northwestern Trust Company in accordance with an Escrow Agreement previously signed.

WITNESS my hand and seal this 5th day of February, 1982.

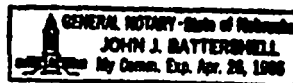
W. H. Blokas
W. H. BLOSKAS, Personally

W. H. BLOSKAS and Associates, Inc.

By: W. H. Blokas
W. H. BLOSKAS, President

STATE OF COLORADO }
County of } ss.

NOW, on this 5th day of February, 1982, personally appeared before me, W. H. BLOSKAS, personally, and as President of W. H. BLOSKAS and Associates, Inc., known to me to be the identical person who signed the foregoing Power of Attorney, and he acknowledged his signature thereon, personally and as President of W. H. BLOSKAS and Associates, Inc., and acknowledged the signatures to be his voluntary act and deed for the purposes stated therein.



John J. Battenhill
Notary Public

3

PRECAUTIONARY STATEMENTS HAZARDS TO HUMANS (& DOMESTIC ANIMALS)

CAUTION

IN CASE OF EYE CONTACT: Immediately flush eyes with running water for at least 15 minutes. Call a physician.

IN CASE OF SKIN CONTACT: Wash the affected areas with soap and warm water.

Causes eye and skin irritation. Harmful if swallowed, inhaled, or absorbed through skin. Do not get in eyes, on skin, or on clothing. Wear goggles or face shield and rubber gloves when handling. Wash hands, arms, and face thoroughly before eating or smoking. Routinely shower or bathe after work and wash all clothing with soap and hot water before reusing. Avoid inhaling of spray mist. Do not use or store near food or feed.

ENVIRONMENTAL HAZARDS:


This product is toxic to fish, birds, and wildlife. Keep out of lakes, streams, or ponds. Do not contaminate water by cleaning of equipment or disposal of wastes. Apply this product only as specified on this label. Exposed treated seeds may be hazardous to birds and other wildlife. Dispose of all excess treated seeds by burial away from bodies of water.

DIRECTIONS FOR USE:

It is a violation of State and Federal Law to use this product in a manner inconsistent with its labeling. Read all directions and use only as specified on this label.

Treated seed must not be used for or mixed with food or animal feed, or processed for oil. Treat only those seeds needed for immediate use, minimizing the interval between treatment and planting.

For control of Fusarium Seed Piece Decay, Verticillium Wilt and Damp-Off, apply 1 to 1½ pounds of POTATO SEED TREATER WITH BARK to each 100 pounds of cut seed pieces. For best control this product must be applied evenly to the entire surface of each piece immediately after cutting. If the treated whole seed is later cut, a second application will be necessary. If planting is delayed, follow recommended storage practices of cut seed pieces in your area. Do not use excess seed for food or feed.



POTATO SEED TREATER WITH BARK

Agricultural Fungicide — Dust Base
(Contains Douglas Fir Bark)

ACTIVE INGREDIENTS:	BY WT.
CAPTAN: N-[(Trichloromethyl)imino]-4-Cyclohexene-1,2-dicarboximide	7.1%
Related Derivatives	0.4%
INERT INGREDIENTS	92.5%
	100.0%

**KEEP OUT OF THE REACH OF CHILDREN
CAUTION**

*IN CASE OF EYE CONTACT: Immediately flush eyes with running water for at least 15 minutes. Call a Physician.

*IN CASE OF SKIN CONTACT: Wash the affected area with soap and warm water.

See side panel for additional precautionary statements.

STORE IN A COOL, DRY PLACE,

50 POUNDS NET

Made in U.S.A. for.

W.H. BLOSKAS & ASSOCIATES INC., Greeley, Colorado 80631

PRODUCT INFORMATION

POTATO SEED TREATER WITH BARK is an Agricultural Fungicide in a dust form containing Douglas Fir Bark as the primary inert carrier. It is useful for treating Potato Seed Pieces and Potato Whole Seed for diseases listed and aids in the natural healing process of suberization and wound periderm in cut seed potatoes.

STORAGE DISPOSAL:

- PROHIBITIONS:** Do not contaminate water, food, or feed by storage, or disposal. Open dumping is prohibited.
- PESTICIDE DISPOSAL:** Pesticide, spray mixture, or rinse that cannot be used or chemically reprocessed should be disposed of in a landfill approved for pesticides, or buried in a safe place away from water supplies.
- CONTAINER DISPOSAL:** Dispose of in an incinerator or landfill approved for pesticide containers, or bury in a safe place.
- GENERAL:** Consult Federal, State, or local disposal authorities for approved alternative procedures, such as limited open burning.

NOTICE — READ CAREFULLY

CONDITIONS OF SALE: W.H. Boskas & Associates, Inc. (and seller) offer(s) this product for sale subject to, and buyer and all users are deemed to have accepted, the following conditions of sale and warranty which may only be varied by written agreement of a duly authorized representative of W.H. Boskas & Associates, Inc.

WARRANTY LIMITATION: W.H. Boskas & Associates, Inc. warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes referred to in the directions for use on the label subject to the inherent risks referred to below. W.H. Boskas & Associates, Inc. makes no other express warranties: **THERE IS NO WARRANTY OF MERCHANTABILITY** and there are no warranties which extend beyond the description on the label hereof.

INHERENT RISKS: The directions for use of this product are believed to be reliable and should be followed carefully. However, it is impossible to eliminate all risks associated with its use. Buyer assumes all risks associated with use or application of this product contrary to label instructions or resulting from extraordinary weather conditions.

LIMITATION OF LIABILITY: In no case shall W.H. Boskas & Associates, Inc. be liable for special, indirect, or consequential damages resulting from the use of handling of this product and no claim of any kind shall be greater in amount than the purchase price of the product in respect of which such damages are claimed.

EPA Reg. No. 43789-13-44325
EPA Est. 11849-1A-2