

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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FILER

UNIVAR CORP

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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

Date Of Report (date of earliest event reported)
May 13, 1994

UNIVAR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware	1-5858	91-0816142
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(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

6100 Carillon Point
Kirkland, Washington 98033
(Address of principal executive office)

Registrant's telephone number, including area code:

(206) 889-3400

Item 5. Other Events

Amendment of Agreements with The Dow Chemical Company

On June 24, 1991, Univar Corporation (the "Registrant" or "Univar") and The Dow Chemical Company (Dow") entered into two agreements: (I) an Agreement of Purchase and Sale of Stock (the "Dow Purchase Agreement"), and (II) a Standstill Agreement (the "Dow Standstill Agreement"). [Copies of each of the Dow Purchase Agreement, and subsequent amendments to it, and the Dow Standstill Agreement, are filed with the Commission in File Number 1-5858 as Exhibits to various filings made by Univar under the Securities Exchange Act of 1934.] Univar and Dow have amended the Dow Purchase Agreement and the Dow Standstill Agreement as described below:

A. Amendment of Dow Purchase Agreement

In accordance with the Dow Purchase Agreement as originally entered into between Univar and Dow on June 24, 1991, Univar sold 1,900,000 shares of its common stock to Dow at a price of \$15.84 per share. In addition, Univar reserved the right to put to Dow between approximately 2,500,000 and 2,900,000 additional shares of common stock at a price that escalated over time, but which has reached a maximum price of \$18.74 per share. The number of additional shares that could be sold depended on whether Pakhoed Investeringen B.V. ("Pakhoed") exercised its right to acquire shares from Univar at the same price as they were sold to Dow in order for Pakhoed to maintain its percentage share ownership in Univar. Univar believes Pakhoed will elect not to exercise its right to acquire said shares. Therefore, based on the manner in which the calculation of the number of additional shares to be sold is made, the actual maximum number of shares that Univar could put to Dow at this time is 2,509,371. In lieu of the unilateral right of Univar to put said additional shares of common stock to Dow, the parties have amended that aspect of the Dow Purchase Agreement as described below. Dow and Univar have executed an Amended and Restated Agreement of Purchase and Sale of Stock, a copy of which is included as Exhibit 2 to this Form 8-K.

In lieu of the put of 2,509,371 shares of common stock by Univar to Dow, Univar and Dow have agreed as follows:

(I) Sale of Common Stock

On May 13, 1994, Dow purchased from Univar 2,000,000 shares of common stock at a price of \$18.74 per share (a total purchase price of \$37,480,000). Dow now holds 3,900,000 shares of common stock representing 18.02% of the issued and outstanding shares of Univar. In accordance with the Dow Standstill Agreement, Dow has the right to

representation on Univar's Board of Directors proportional to its shareholdings. Accordingly, Dow would have the right to have two Dow-designated members on Univar's Board of Directors. However, notwithstanding that right, Dow has elected not to designate a second person to be a member of Univar's Board and will continue to only have one such representative.

(II) Options For Series A Preferred Stock

Univar has, by resolution of its Board of Directors, established a new class of preferred stock (the "Series A Preferred Stock"). A copy of the terms and conditions of the Series A Preferred Stock is attached hereto as Exhibit 4(ii). In summary, the Series A Preferred Stock has the following terms and conditions:

(i) 105,000 shares of Series A Preferred Stock have been reserved for issuance;

(ii) the shares of Series A Preferred Stock shall not have any right to vote on any matter presented to shareholders of Univar;

(iii) the Series A Preferred Stock is not transferable until the shares have been converted to common stock;

(iv) dividends will be paid on each share of Series A Preferred Stock in an amount equal to five times the dividend paid on each share of common stock (if, as, and when paid on the common);

(v) there is no liquidation preference attached to the Series A Preferred Stock;

(vi) each share of Series A Preferred Stock is convertible at any time by the holder into five shares of common stock. Further, it can be so converted at any time after three years after issuance by Univar; and

(vii) the Series A Preferred Stock can be redeemed in whole or in part by Univar at any time after its issuance for an amount equal to its issue price, plus any accrued and unpaid dividends.

Dow and Univar have agreed that, at any time within the three year period ending May 12, 1997, Univar can put to Dow, or Dow can call, up to 101,874 shares of Series A Preferred Stock. The price per share will be \$93.70. In the event of a call or put, either all or half of said 101,874 shares must be acquired. With respect to the conversions of the Series A Preferred Stock into Univar common stock, Univar has agreed in the Dow Standstill Agreement that it will not do so if, following said conversion, Dow would own in excess of 19.9% of the issued and outstanding common stock.

Dow has agreed that it will pay to Univar \$350,000 per year, in arrears, for each of the three years ending May 12, 1997, in the event Univar does not elect to put the Series A Preferred Stock to Dow, or in the event Dow does not call said Series A Preferred Stock. If there is a put or call of the Series A Preferred Stock during said three year period, the annual fee shall be prorated accordingly.

B. Amendment of Dow Standstill Agreement

In conjunction with the sale of 2,000,000 shares of common stock to Dow as described above, Dow and Univar have agreed to amend certain aspects of the Dow Standstill Agreement which was entered into between the parties as of June 24, 1991. Each of the amendments is reflected in the Amended and Restated Dow Standstill Agreement, a copy of which is attached to this Form 8-K as Exhibit 4(i), including the following material changes:

(i) Univar has agreed that, if it agrees with one or more holders of common stock to repurchase some or all of the holders' shares, Dow will have a right to participate in such a buy-back on a pro-rata basis. Excluded from this participation right are transactions in which Univar might repurchase up to 1 million shares of common stock from Pakhoed or its affiliates on or before October 13, 1994.

(ii) The current Dow Standstill Agreement provides that, until June 24, 1994, if Univar elects to exercise its right of first refusal to acquire shares of common stock that Dow elects to sell, Univar may pay Dow for such shares partly in cash and partly with a promissory note payable in full five years after it is issued. Under the Amended and Restated Dow Standstill Agreement, Univar will repay Dow entirely in cash in the event Univar exercises its right of first refusal.

(iii) If Univar proposes to register shares for a public offering, Dow has, under the current Dow Standstill Agreement, certain "piggy back" registration rights that allow Dow to register and sell shares of Univar common stock owned by Dow, provided that the number of shares Dow may sell in such an offering is reduced if a managing underwriter concludes that a reduction (i.e., a "cutback") is desirable to permit the orderly distribution and sale of the securities being offered. Under the Amended and Restated Dow Standstill Agreement, in the event there is a cutback, Dow shall be able to participate in such an offering by including not less than its pro rata portion (based on the then current percentage of outstanding common shares held by it) of the total amount that the underwriter concludes can be sold to the market in the offering.

(iv) Under the current Dow Standstill Agreement, Dow is given the right to demand that Univar register shares that Dow wishes to sell to the public. Univar must do so not more than once per year and the

underwriter to manage such an offering is to be jointly selected by Dow and Univar. Under the Amended and Restated Dow Standstill Agreement, a demand registration may be required by Dow up to two times per year and the managing underwriter will be selected by Dow, subject to the reasonable approval by Univar of Dow's selection.

(v) A provision has been added to the Dow Standstill Agreement that grants to Dow the equivalent of "piggy back" registration rights in those instances where Univar elects to make a private placement of its common stock for cash or readily marketable securities in a transaction other than an acquisition. That is, Dow will have a right to have some additional shares owned by it included in a private placement to be undertaken by Univar in accordance with procedures, including a cutback right as described at paragraph (iii) above, corresponding to those that apply to a registered offering undertaken by Univar.

Item 7. Financial Statements and Exhibits

(c) Exhibits.

Exhibit No.	Exhibit
2	Amended and Restated Agreement Of Purchase and Sale of Stock Between Univar Corporation and The Dow Chemical Company dated May 13, 1994
4(i)	Amended and Restated Standstill Agreement between Univar Corporation and The Dow Chemical Company dated May 13, 1994
4(ii)	Terms and Conditions of Series A Preferred Stock

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

UNIVAR CORPORATION

Dated: May 13, 1994

By /s/ Gary E. Pruitt

Vice President-Finance and
Treasurer

EXHIBIT 2

Amended and Restated Agreement Of Purchase and Sale of Stock
Between Univar Corporation and The Dow Chemical Company dated May 13, 1994

AMENDED AND RESTATED
AGREEMENT OF PURCHASE AND SALE OF STOCK

THIS AMENDED AND RESTATED AGREEMENT OF PURCHASE AND SALE OF STOCK (the "Agreement") is made and entered into as of May 13, 1994, by and between The Dow Chemical Company, a Delaware corporation (the "Purchaser"), and Univar Corporation, a Delaware corporation (the "Company").

R E C I T A L S :

A. The Company and Purchaser initially entered into this Agreement as of June 24, 1991 in connection with the purchase of the outstanding shares of capital stock of certain subsidiaries of Kongsbo Industrier AB ("Kongsbo"), which comprised the Beijer Industrial Distribution Group ("Beijer"), an industrial group that was a distributor of Purchaser's products in parts of Europe.

B. To finance a portion of the acquisition of Beijer, the Company agreed to sell and Purchaser agreed to acquire 1,900,000 shares of the Company's common stock, \$.33-1/3 par value per share (the "Original Shares"), and the Company agreed to sell under certain circumstances additional shares of the Company's common stock, \$.33-1/3 par value per share (the "Original Additional Shares").

C. This Agreement was amended on September 24, 1993, November 30, 1993, December 21, 1993, and February 21, 1994 and the parties have agreed to further amend and fully restate their agreement including provisions for an initial sale of 2,000,000 shares of the Company's common stock, \$.33-1/3 par value per share (the "Additional Common Shares") and, at the Company's or Purchaser's option, a subsequent sale of 101,874 shares of Series A Preferred Stock (the "Additional Preferred Shares") in lieu of the parties' existing agreement to purchase and sell the Original Additional Shares. Provisions of the existing agreement with no current or future effect have been deleted.

NOW, THEREFORE, for and in consideration of the respective covenants, agreements, representations, and warranties contained herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement:

ACT. "Act" shall have the same meaning as in the Dow Standstill Agreement.

ADDITIONAL CLOSINGS. "Additional Closings" means the consummation of the Company's transfer(s) to Purchaser of the Additional Preferred Shares in exchange for certain consideration which shall occur at the time(s) determined in accordance with Section 2.6 at the place(s) specified in Section 8.1.

ADDITIONAL CLOSING DATES. "Additional Closing Dates" means the date(s) determined in accordance with Section 2.6 relating to the consummation of the purchase and sale of the Additional Preferred Shares.

ADDITIONAL COMMON SHARES. "Additional Common Shares" means the 2,000,000 shares of the Company's common stock, \$.33-1/3 par value per share, that Purchaser agrees to purchase from the Company pursuant to this Amended and Restated Agreement of Purchase and Sale of Stock.

ADDITIONAL PREFERRED SHARES. "Additional Preferred Shares" means the 101,874 shares of the Company's Series A Preferred Stock that Purchaser agrees to purchase from the Company pursuant to this Amended and Restated Agreement of Purchase and Sale of Stock.

BENEFICIAL OWNER. "Beneficial Owner" and "Beneficial Ownership" and other derivations thereof shall have the same meaning as in the Dow Standstill Agreement and shall be interpreted in a manner consistent with any judicial interpretation of such term under the Pakhoed Standstill Agreement.

CLOSING. "Closing" means the consummation of the Company's transfer to Purchaser of the Additional Common Shares in exchange for certain consideration which shall occur at the time and place specified in Section 8.1.

CLOSING DATE. "Closing Date" means the date provided for in Section 8.1 of this Agreement.

COMMISSION. "Commission" means the United States Securities and Exchange Commission.

COMMON STOCK. "Common Stock" means shares of the Company's common stock, \$.33-1/3 par value per share or such other par value as may be established from time to time.

COMMON STOCK EQUIVALENTS. "Common Stock Equivalents" shall have the same meaning as in the Dow Standstill Agreement and shall be interpreted in a manner consistent with any judicial interpretation of such term under the Pakhoed Standstill Agreement, if such Pakhoed Standstill Agreement is in effect as of the time such interpretation is made.

DOW STANDSTILL AGREEMENT. "Dow Standstill Agreement" means the agreement between Purchaser and the Company, as amended and incorporated as Exhibit A.

ENVIRONMENTAL CLAIM. "Environmental Claim" means any notice of violation, claim, demand, abatement order, designation as a "Potentially Responsible Party," "Potentially Liable Property" or other notice or order by any governmental authority or any Person for any damage, including, without limitation, personal injury (including sickness, disease or death), tangible or intangible property damage, contribution, indemnity, indirect or consequential damages, damage to the environment or natural resources, nuisance, pollution, contamination or other adverse effects on the environment, or for

finances, penalties, costs or restrictions, resulting from or based upon (i) the existence of a Release (whether sudden or non-sudden or accidental or non-accidental) of, or exposure to, any Hazardous Material in, into or onto the environment at, in, by, from or in the vicinity of or related to any property owned or leased by the Company or any of the Subsidiaries, (ii) the use, generation, handling, transportation, storage, treatment or disposal of Hazardous Materials in connection with the operation of any property owned or leased by the Company or any of the Subsidiaries, or (iii) the violation, or alleged violation, of any statutes, ordinances, orders, rules, regulations, permits, licenses or authorizations (including, without limitation, all Environmental Laws) of or from any governmental authority relating to environmental matters connected with any property owned or leased by the Company or any of the Subsidiaries.

ENVIRONMENTAL LAWS. "Environmental Laws" means all applicable laws, statutes, ordinances, orders, rules and regulations relating to environmental matters, including, without limitation, those relating to the Release or threatened Release of Hazardous Materials and to the generation, use, storage, transportation, or disposal of Hazardous Materials, in any manner applicable to Company or any of its Subsidiaries or any of their respective properties, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.), the Hazardous Material Transportation Act (49 U.S.C. 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. 2601 et seq.), the Occupational Safety and Health Act (29

U.S.C. 651 et seq.) and the Emergency Planning and Community Right-to-Know Act (42 U.S.C. 11001 et seq.) and environmental protection, including, without limitation, the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and applicable state or provincial laws, each as amended or supplemented, and any similar or analogous local, state or provincial and federal statutes and regulations promulgated pursuant thereto, each as in effect as of the date of this Agreement.

HAZARDOUS MATERIALS. "Hazardous Materials" means (i) any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under applicable Environmental Laws; (ii) (A) oil, natural gas, petroleum or petroleum derived substance, any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal fluid, any flammable substances or explosives, any radioactive materials, any hazardous wastes or substances, any toxic wastes or substances or (B) any other materials or pollutants that (1) pose a hazard to any property of Company or any of its Subsidiaries or to Persons on or about such property or to any other property that may be affected by the Release of such materials or pollutants from property of Company or its Subsidiaries or to Persons on or about such property or (2) cause such property or such other property to be in violation of any Environmental Law; (iii) asbestos, urea formaldehyde foam insulation, toluene, polychlorinated biphenyls in excess of fifty parts per million; and (iv) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any applicable governmental authority.

KNOWLEDGE. "Knowledge" "known" and "to the best of Company's knowledge" and derivations thereof, shall mean the actual knowledge of the Company's officers after reasonable inquiry.

MARKET PRICE. "Market Price" means the average of the high and low prices of the Common Stock quoted on any day on the New York Stock Exchange, or if not listed thereon, any exchange on which the Common Stock may at the time be listed, or, if there shall have been no sales on such exchange on such day, the average of the mean between the bid and asked prices at the end of such day, or if the Common Stock shall not be so listed, the average of the high and low prices of the Common Stock on such day quoted on the National Association of Securities Dealers, Inc. Automated Quotation System, or if the Common Stock is not so quoted, the average of the mean between the bid and asked prices per share on such day in the over-the-counter market as reported by a generally accepted reporting service.

OPTION. Subject to the terms set forth in this Agreement, "Option" means the reciprocal rights of (i) the Company to put to Purchaser and (ii) the Purchaser to call from the Company, 101,874

shares of the Series A Preferred Stock.

ORIGINAL ADDITIONAL SHARES. "Original Additional Shares" means the shares of the Company's common stock, \$.33-1/3 par value per share with respect to which Purchaser and the Company had previously agreed to purchase and sell, which has been superseded by the terms of this amended and restated Agreement.

PAKHOED. "Pakhoed" shall have the same meaning as in the Dow Standstill Agreement.

PAKHOED STANDSTILL AGREEMENT. "Pakhoed Standstill Agreement" shall have the same meaning as in the Dow Standstill Agreement.

PERSON. "Person" means any individual, partnership, corporation, joint venture, or other entity.

PREFERRED STOCK. "Preferred Stock" means shares of the Company's preferred stock, no par value, as may be designated from time to time, including Series A Preferred Stock.

RELEASE. "Release" means any uncontrolled or unpermitted release, spill, emission, leaking, pumping, pouring, injection, escaping, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, the abandonment or disposal of any barrels, containers or other closed receptacles containing any Hazardous Materials), or into or out of any property, including the movement of any Hazardous Material through the air, soil, surface water, groundwater or property in violation of any applicable Environmental Law.

SEC DOCUMENTS. "SEC Documents" means the Company's Annual Report on Form 10-K for the years ended February 28, 1991, February 29, 1992, and February 28, 1993; its Quarterly Reports on Form 10-Q for each of the quarters ended May 31, 1993, August 31, 1993, and November 30, 1993; its Form 8-K dated June 24, 1991; its Proxy Statement dated July 2, 1993 relating to the Company's 1993 Annual Meeting of Shareholders; and all documents attached as Exhibits to or incorporated by reference into the foregoing.

SERIES A PREFERRED STOCK. "Series A Preferred Stock" means the Series A Junior Participating Convertible Preferred Stock as authorized by resolution of the Company's Board of Directors on April 13, 1994 and the Certificate of Designation for which is attached hereto as Exhibit B.

SHARES. "Shares" means the Company's Common Stock and its Series A Preferred Stock as may be outstanding from time to time.

SUBSIDIARIES. "Subsidiaries" means Van Waters & Rogers Inc., a

Washington corporation, and Van Waters & Rogers Ltd./Van Waters & Rogers Ltee, a Canadian corporation.

ARTICLE II

PURCHASE AND SALE OF SHARES

2.1 PURCHASE AND SALE OF ADDITIONAL COMMON SHARES. Subject to the terms and conditions set forth herein, at the Closing, the Company shall sell, transfer, convey, assign, and deliver the Additional Common Shares to Purchaser, and Purchaser shall acquire, purchase, and accept the Additional Common Shares from the Company.

2.2 PURCHASE PRICE OF ADDITIONAL COMMON SHARES. The price for the Additional Common Shares shall be \$18.74 per share, for a total purchase price of \$37,480,000 for the Additional Common Shares, subject to Purchaser's right of set-off as provided in Section 8.5 of this Agreement.

2.3 PAYMENT OF ADDITIONAL COMMON SHARES PURCHASE PRICE. The total purchase price for the Additional Common Shares shall be delivered and paid by Purchaser to the Company at the Closing in cash or by wire transfer to: UNIVAR CORPORATION, Account #1461219, Seattle First National Bank, ABA # 125000024, Attn. Dora Brown, NW Natl. Div., 358-3004.

2.4 PURCHASE OF ADDITIONAL PREFERRED SHARES. On and after the date hereof and through and including the third anniversary of the date hereof (the "Option Expiration"), the Company shall have the Option to sell, and the Purchaser shall have the Option to purchase, up to 101,874 of the Additional Preferred Shares, and, upon exercise of such Option by the Company or the Purchaser, the Purchaser shall purchase and the Company shall sell such Additional Preferred Shares, provided the terms and conditions set forth in this Agreement have been fulfilled in all material respects.

2.5 PURCHASE PRICE OF ADDITIONAL PREFERRED SHARES. The price for the Additional Preferred Shares shall be \$93.70 per share (the "Purchase Price").

2.6 EXERCISE OF OPTION. The Company shall provide written notice to the Purchaser, or the Purchaser shall provide written notice to the Company, of its election to exercise the Option (the "Option Notice"). The Option Notice shall specify the number of Additional Preferred Shares to be purchased and sold, the purchase price calculated in accordance with Section 2.5, and, if the Option is exercised by the Company, the proposed use of proceeds of the sale of the Additional Preferred Shares. The Additional Preferred Shares shall be sold by the Company and purchased by the Purchaser at one or two Additional Closings, provided that, at the first Additional

Closing, the Option shall be exercised with respect to all or fifty percent (50%) of the Additional Preferred Shares, and there shall be no more than two (2) Additional Closings arising from the exercise of the Option. Purchaser shall select each Additional Closing Date, but each Additional Closing Date shall be no later than 90 days after the date of the applicable Option Notice.

2.7 CONDITIONS TO ADDITIONAL CLOSINGS. In addition to the conditions in Article VII that are applicable to Additional Closings, the following shall be conditions precedent to the Purchaser's obligation to purchase any Additional Preferred Shares following an exercise of the Option by the Company:

(a) The Company will use the proceeds from the sale of Additional Preferred Shares for purposes approved by a majority of the Board of the Company which represent and enhance long term value to the shareholders of the Company and which the Purchaser reasonably agrees, which agreement shall not be unreasonably withheld, meet one or more of the following criteria: the use of proceeds (1) is an investment within the industry of which the Company and the Purchaser are a part, (2) promotes the globalization of the Company's business and/or the development of its distribution business in North America, (3) enables the Company to appropriately and effectively respond to environmental concerns and requirements, or (4) enables the Company to expand, develop, and/or enhance its ChemCarer business; prior to each Option Notice given by the Company, the Company shall consult with the Purchaser regarding the proposed use of the proceeds from such Option and shall give the Purchaser the opportunity to present its views on the use of proceeds at a meeting of the Company's Board of Directors;

(b) There shall have been no more than one (1) prior Additional Closing; and

(c) The Closing of the sale of the Additional Common Shares shall have occurred.

2.8 DEFERRAL FEE. On or before April 30, 1995, April 30, 1996, and April 30, 1997, provided that an Additional Closing for the purchase of Additional Preferred Shares has not occurred, Purchaser shall pay to the Company an annual fee of \$350,000 to compensate the Company at an assumed rate for additional interest expense incurred as a result of deferring the exercise of the Option as to the Additional Preferred Shares. In the event of one or more Additional Closing(s) on or before April 30, 1997, the annual fee shall be proportionately decreased at a rate of \$3.44 per share of Series A Preferred Stock to take into account the number of shares of Additional Preferred Shares purchased and prorated based on the number of months during such year that the Additional Preferred Shares were not outstanding. For example, if half of the Additional Preferred Shares are purchased pursuant to the Option in the seventh month of the second year and the

remaining Additional Preferred Shares are purchased at the end of the second year, then the fee due the Company for the second year would be \$175,000 and there would be no fee for the third year.

2.9 PAYMENT OF ADDITIONAL PREFERRED SHARES PURCHASE PRICE. The total purchase price for the Additional Preferred Shares shall be paid at the Additional Closings, subject to Purchaser's right of set-off as provided in Section 8.5 of this Agreement, in accordance with wire or other reasonable payment instructions given by the Company prior to such Additional Closings.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents, warrants, and agrees as follows:

3.1 ORGANIZATION AND EXISTENCE. Each of the Company and the Subsidiaries is a corporation duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation with all requisite corporate power to carry on its business as now conducted and to own and operate the assets and properties now owned and operated by it. Each of the Company and the Subsidiaries is duly qualified as a foreign corporation in each jurisdiction in which the character and location of its assets and the nature of its business requires such qualification except where the failure to be so qualified will not have a material adverse effect on the business of the Company and the Subsidiaries taken as a whole. The Company has delivered to Purchaser complete and correct copies of the Certificates of Incorporation and Bylaws of the Company and the Subsidiaries as in effect on the date hereof. The Subsidiaries are the only operating subsidiaries of the Company, and neither the Company nor the Subsidiaries have any other operating subsidiaries.

3.2 AUTHORITY OF THE COMPANY. The Company has full corporate power and authority to sell the Shares to Purchaser and the sale and transfer of the Shares by the Company to Purchaser hereunder will vest title to the Shares in Purchaser free and clear of any lien, pledge, charge, security interest, adverse claim, or other encumbrance of any nature whatsoever. The execution, delivery, and performance of this Agreement by the Company have been duly authorized by all requisite corporate action and no further action is necessary on the part of the Company to make this Agreement valid and binding upon the Company in accordance with its terms. Purchaser has received copies of all resolutions pertaining to such authorization and all such resolutions are in full force and effect as of the date hereof.

3.3 CAPITALIZATION. The authorized capital stock of the Company consists of 40,000,000 shares of Common Stock, of which 19,648,273

shares were issued and outstanding and 2,370,229 shares were held in the Company's treasury, as of April 1, 1994, and 750,000 shares of no par Preferred Stock, of which none is outstanding. Series A Preferred Stock is the only series of preferred stock which has been designated. As of April 1, 1994, 1,045,774 shares were reserved for issuance pursuant to stock options granted to the Company's employees (the "Stock Options"). The Company has no other outstanding securities except for indebtedness reflected in the SEC Documents. All of the issued and outstanding shares (including the Shares) are or will be at the time of the Closing or the Additional Closings, as the case may be, validly issued, fully paid, and non-assessable, and have not and will not have been issued in violation of (1) the preemptive rights of any stockholder of the Company or any other party or (2) applicable federal, state, or foreign securities laws. The Shares are free and clear of all liens, pledges, charges, security interests, adverse claims, or other encumbrances of any nature whatsoever. Except for this Agreement, the Pakhoed Standstill Agreement, the Shareholder Agreement between the Company and Pakhoed Investerings B.V. concerning Univar Europe N.V., and the Stock Options, there are no outstanding subscriptions, options, rights, warrants, convertible securities, or other agreements or commitments (contingent or otherwise) obligating the Company to sell or transfer any of the Shares or obligating the Company to issue or to transfer from treasury any additional shares of, or any securities convertible into, the capital stock of the Company. Except as set forth in the Dow Standstill Agreement and applicable federal and state securities laws: (i) there are no restrictions or qualifications of any kind on the sale or transfer of the Shares and (ii) no proxy, voting trust, or other instrument, agreement, or document exists which restricts or could restrict the right, power, or authority of the Purchaser to vote the Shares as Purchaser deems desirable in its sole discretion.

3.4 NO BREACH. The execution and delivery by the Company of this Agreement and of any other instrument contemplated hereby to which the Company will be a party, and the consummation and performance of the transactions contemplated hereby and thereby, have not resulted in, will not result in, and do not constitute a conflict with, a breach or violation of, or a default or an event that, with notice or lapse of time or both, would be a default, breach, or violation of, or an event that would permit any party to terminate or to accelerate the maturity of or any payment pursuant to:

(a) the Certificates of Incorporation or Bylaws of the Company or any of the Subsidiaries;

(b) any term or provision of any lease, bond, promissory note, conditional sales contract, commitment, indenture, mortgage, deed of trust, or other agreement, instrument, indebtedness, or obligation to which the Company or any of the Subsidiaries, is a party or by which any of them or any of their respective assets or

properties is bound;

(c) any license, franchise, permit, or other authorization, governmental or otherwise, held by the Company or any of the Subsidiaries or otherwise used in connection with the ownership and present conduct of the business of the Company or any of the Subsidiaries; or

(d) to the best of the Company's knowledge, any law, judgment, order, writ, injunction, decree, award, rule, or regulation of any court, arbitrator, or other agency or body, governmental or otherwise.

Except compliance with the Securities Exchange Act of 1934, the execution and delivery of this Agreement and the consummation and performance of the transactions contemplated hereby do not require the approval, consent, or authorization of, or any filing with or notice to, any federal, state, local, or other agency or body, governmental or otherwise, or any other third party.

3.5 SEC DOCUMENTS. The Company has delivered to Purchaser a true and complete copy of the SEC Documents. The Company has filed all documents required to be filed with the SEC since May 1, 1986. Each of the SEC Documents has been duly filed, and when filed was in substantial compliance with the requirements of the applicable SEC form. Each of the SEC Documents was complete and correct in all material respects as of its date and, as of its date, did not contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances in which made, not misleading. Except to the extent information contained in any SEC Document has been revised or superseded by a later-filed SEC Document, none of the SEC Documents currently contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made and taking into account the date on which the SEC documents were filed, not misleading. Except as may be disclosed in writing to the Purchaser in connection with the purchase of the Additional Common Shares or pursuant to the SEC Documents, since November 30, 1993, there has not been any material adverse change in the condition (financial or otherwise) or results of operations of the Company. The audited financial statements of the Company included in the SEC Documents have been prepared in accordance with generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present the consolidated financial position

of the Company and its consolidated subsidiaries as at the dates thereof and the consolidated results of their operations and changes in financial position for the periods then ended. The unaudited financial statements included in any SEC Documents comply as to form

in all material respects with applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto; and such unaudited financial statements are fairly presented in conformity with generally accepted accounting principles (except as otherwise permitted by Form 10-Q of the SEC) applied on a basis substantially consistent with that of the audited financial statements included in the SEC Documents subject to normal year-end audit adjustments.

3.6 ABSENCE OF UNDISCLOSED LIABILITIES. Except as set forth in the SEC Documents or otherwise disclosed in writing to the Purchaser in connection with the purchase of the Additional Common Shares, the Company has not incurred, and none of its assets or properties are subject to, any liabilities or obligations whether accrued, absolute, contingent, invoiced or otherwise, whether due or to become due and whether or not such liabilities are normally shown or reflected on a balance sheet prepared in a manner consistent with generally accepted accounting principles, other than:

(a) Estimated federal and state income and other taxes accrued in the ordinary course of business of the Company since November 30, 1993; and

(b) Liabilities that, to the best of the Company's knowledge, individually and in the aggregate do not have a material adverse effect on the financial condition or business of the Company and the Subsidiaries taken as a whole.

The Company is not in default in respect of any term or condition of any material indebtedness or liability. There are no facts in existence on the date hereof known to the Company that might reasonably serve as the basis for any material liabilities or obligations of the Company not disclosed in this Agreement, the SEC Documents, or the Schedules or Exhibits attached to this Agreement.

3.7 TAX MATTERS. All material federal, state, county, local, foreign and other taxes, including without limitation, income taxes, corporate franchise taxes, sales and ad valorem taxes, assessments, penalties, and interest due and payable by the Company on or before the date of this Agreement have been paid, are adequately provided for in the Company's financial statements, or are being contested in good faith, and the Company has filed (or obtained extensions for) all tax returns and reports required to be filed by it with all applicable taxing authorities, within the time and in the manner prescribed by law. Except as otherwise disclosed in writing to the Purchaser in connection with the purchase of the Additional Common Shares or in the SEC Documents, there are no unpaid taxes which are or could become liens upon any of the property or assets of the Company other than property taxes not yet due and payable. Appropriate accruals have been made for all taxes attributable to all periods prior to and including the Closing, but not yet due. There are no applicable

taxes, fees, or other governmental charges payable in connection with the execution and delivery of this Agreement.

3.8 CERTAIN REAL PROPERTY MATTERS.

(a) REAL PROPERTY. The Company has previously provided the Purchaser with a complete and accurate list (as of the date of such list) (the "Facilities List") of real properties owned by the Company or any of the Subsidiaries or covered by leases

for more than 3,000 square feet to which the Company or any of the Subsidiaries is a party (the "Property").

(b) GOVERNMENTAL RESTRICTIONS. The Company has not received, nor is it aware of, any notifications, restrictions, or stipulations from the United States of America, any state or any other governmental authority requiring any work to be done on the Property or threatening the use of the Property, except environmental matters disclosed in writing to the Purchaser in connection with the purchase of the Additional Common Shares or which in the aggregate would not have a material adverse effect on the Company and the Subsidiaries taken as a whole. There are no pending or threatened condemnation proceedings affecting any portion of the Property which is material to the operations of the Company and the Subsidiaries taken as a whole.

(c) TITLE. Fee simple title to the Property listed on the Facilities List as owned is currently vested in the Company or the applicable Subsidiary, as the case may be, subject to no known mortgages, liens, encumbrances, or other matters affecting title, except as disclosed in the SEC Documents or on the Facilities List or as arise in the ordinary course of business (including liens arising as a matter of law) and do not materially impair the Company's or the applicable Subsidiary's ownership or use of such Property taken as a whole.

(d) LEASES AND RENTS. All of the leases listed on the Facilities List are valid and in full force, and there does not exist any material default or event which, with notice or lapse of time or both, would constitute a default under any of these leases and which would have a materially adverse effect on the Company or the applicable Subsidiary.

(e) ZONING. To the best of the Company's knowledge, the Company or the applicable Subsidiary has the right to use each Property in the use to which it is now put, and neither the Company nor the applicable Subsidiary has received notice of any zoning violation or change with regard to any such Property that would prevent continuation of such use.

(f) ENVIRONMENTAL PROTECTION. To the best of the Company's

knowledge and except as disclosed in writing to the Purchaser in connection with the purchase of the Additional Common Shares:

(i) the operations of the Company and its Subsidiaries, comply in all material respects with all Environmental Laws, noncompliance with which would have a material adverse effect on the operations, assets, or condition of the Company and its Subsidiaries taken as a whole;

(ii) the Company and each of its Subsidiaries have obtained all material permits under Environmental Laws necessary to their respective operations, and all such permits are in good standing, and the Company and each of its Subsidiaries are in compliance with all material terms and conditions of such permits, the absence of, or noncompliance with, which would have a material adverse effect on the operations, assets, or condition of the Company and its Subsidiaries taken as a whole; and

(iii) neither the Company nor any of its Subsidiaries has any liability in connection with any Release of any Hazardous Materials by the Company or any of its Subsidiaries or the existence of any Hazardous Material on under or about any property that would give rise to an Environmental Claim that would have a material adverse effect on the operations, assets, or condition of the Company and its Subsidiaries taken as a whole.

3.9 MATERIAL CONTRACTS. The Company has provided a list of all contracts and agreements, written or oral, absolute or contingent, which involve an annual commitment of \$1 million or more and to which the Company or any Subsidiary is a party, other than (a) those involving the purchase or sale of inventory in the ordinary course of the Company's business, and (b) those specifically listed in any other disclosure made pursuant to this Agreement or in the SEC Documents. The Company has provided Purchaser access to each such contract and agreement together with all amendments and modifications thereof. The Company shall provide a copy of such contracts and agreements upon Purchaser's request.

3.10 NO DEFAULT. There has been no default or event that with notice or lapse of time, or both would constitute a default, in any material respect, of any obligation to be performed by the Company, any Subsidiary, or any other party under any contract or agreement described in Section 3.9 or in the SEC Documents, nor has the Company waived any material right under any such contract or agreement. The Company has never had a material uncured default on the payment of any principal, premium, or interest on any indebtedness. Neither the Company nor any Subsidiary has received notice that any party intends to modify, cancel, or terminate any such contract or agreement.

3.11 PATENTS AND TRADEMARKS. The Company has provided the

Purchaser with a complete written list of all trademarks, trademark registrations or applications, service marks, patents, trade names, copyrights, or copyright registrations or applications owned or used by the Company and each Subsidiary, together with a brief description of each. Except as disclosed to Purchaser in writing in connection with the purchase of the Additional Common Shares, the Company and each Subsidiary owns or possesses all trademarks, trademark registrations or applications, service marks, patents, trade names, copyrights, or copyright registrations or applications, the use of which is necessary in connection with the proper and efficient operation of the business of the Company and each Subsidiary as now conducted or as proposed to be conducted, or in connection with the performance of any contract to which the Company or any Subsidiary is a party, without any known conflict with the rights of others. Neither Company nor any Subsidiary has, to the best of its knowledge, infringed nor is now infringing upon any trademark, trade name, service mark, or copyright belonging to any other Person whatsoever.

3.12 LICENSES AND PERMITS. Except as to matters covered by Section 3.8, the Company has all known licenses, franchises, permits, easements, certificates, consents, rights, and privileges that it reasonably believes are necessary or appropriate to the proper and efficient conduct of the business of the Company and each Subsidiary as now conducted or as proposed to be conducted, without any known conflict with the rights of others. All such items are in full force and effect and the Company and each Subsidiary are not in default under any such items where such default would have a material adverse effect on the Company and its Subsidiaries taken as a whole.

3.13 INSURANCE. The Company has previously provided a written description (including coverage amounts) of primary and first level excess insurance policies (i) currently carried by the Company in connection with the ordinary conduct of the Company's business and in connection with assets and properties owned or leased by the Company (except employee benefit coverages) or (ii) issued since 1950 under which the Company or any of its subsidiaries engaged in the present or past chemical business may

be entitled to recovery for losses sustained as a result of any claim or proceeding involving Hazardous Materials.

3.14 LITIGATION, LABOR DISPUTES, PRODUCT WARRANTIES AND PRODUCT LIABILITY.

(a) LITIGATION. Except as set forth in the SEC Documents, or as otherwise disclosed in writing to Purchaser in connection with the purchase of the Additional Common Shares, no known claim, action, suit, investigation or other proceeding, reasonably believed to involve \$1,000,000 or more, against the Company or any Subsidiary or against any asset of the Company or any Subsidiary is pending or, to the Company's knowledge, threatened. As of February 28, 1994,

reserves for claims reported were \$3,400,000 and reserves for incurred but not reported claims were \$2,700,000. It is the Company's present best judgment that no such claim, action, suit, investigation or other proceeding would (a) result in any judgment, order, decree or other determination that would have a material adverse effect on the Company; or (b) prevent or impede the performance of this Agreement or of any of the agreements related to this Agreement.

(b) LABOR. There is not pending, nor, to the Company's knowledge, threatened, any labor or collective bargaining dispute, petition, strike or work stoppage, organizing campaign, picketing (whether organized or not) or advocated boycotting, or slowdown that would affect a material portion of the business of the Company. There is not pending, nor to the Company's knowledge is there threatened, any charge or complaint against the Company by the National Labor Relations Board (or any equivalent agency outside the United States) or any representative thereof; nor to the Company's knowledge is there any valid basis for finding that the Company has committed any unfair labor practice as defined in the National Labor Relations Act of 1947, as amended, or any similar law of any jurisdiction outside the United States. The Company has provided Purchaser with true and complete summary of all union contracts, collective bargaining agreements, consent decrees or affirmative action plans.

(c) PRODUCT WARRANTIES AND PRODUCTS LIABILITIES. Except as disclosed to the Purchaser in writing, there is not pending, nor to the Company's knowledge threatened, any claim, action, suit or other proceeding against the Company with respect to products sold by the Company which would have a material adverse effect on the Company and Subsidiaries taken as a whole.

3.15 COMPLIANCE WITH LAWS. Except with respect to environmental matters, which are addressed in Section 3.8, the Company and the Subsidiaries have, to the best of their knowledge, complied, and are in compliance, in all material respects, with all laws, ordinances, rules, regulations, requirements, and orders of federal, state, or local governments and/or their agencies to which they are subject, (including, without limitation, those relating to zoning, building, immigration, and equal employment opportunities), the violation of which does or could materially adversely affect the prospects, earnings, properties, or condition, financial or otherwise, of the Company and the Subsidiaries. The Company and the Subsidiaries have obtained all material licenses, consents, permits, and other governmental authorizations presently required for the conduct of their businesses and operations as currently conducted and for the ownership and operation of the assets and properties now owned and operated by them. All such licenses, consents, permits and authorizations are in full force and effect, and the Company and the Subsidiaries are in compliance therewith.

3.16 EMPLOYEE BENEFIT PLANS. Except for the employee benefit plans described in the last sentence of this Section 3.16 or as disclosed in writing to the Purchaser in connection with the purchase of the Additional Common Shares, there are no pension, bonus, profit sharing, stock option, stock incentive, savings, or other employee benefit plans of any kind maintained by the Company or to which the Company contributes or is required to contribute. Except as so disclosed, all such plans and their related trusts, if any, comply with the provisions of and have been administered in compliance with the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and all other applicable laws, rules, and regulations, and any necessary governmental approval of the plans has been obtained. True and complete copies of (or descriptions of) the employee benefit plans have been furnished to Purchaser.

3.17 BOOKS AND RECORDS. The books and records of account of the Company and each Subsidiary are complete and correct and have been maintained in accordance with generally accepted accounting principles; the minute books and other records of the Company and each Subsidiary fairly reflect actions taken at the meetings of the Company and each Subsidiary and their respective Boards of Directors and shareholders.

3.18 FULL DISCLOSURE. No representation, warranty, or other statement contained in this Agreement or in any other document, certificate, or written statement or disclosure furnished to Purchaser in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading. There is no fact (specifically relating to the Company or any Subsidiary as distinguished from general industry and general economic facts) known to the Company or any Subsidiary that materially adversely affects the prospects, earnings, properties, or condition, financial or otherwise, of the Company or any Subsidiary that has not been disclosed herein or in such other documents, certificates, and statements furnished to Purchaser for use in connection with the transactions contemplated hereby.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents, warrants, and agrees as follows:

4.1 ORGANIZATION AND EXISTENCE. Purchaser is a corporation duly organized, validly existing, and in good standing under the laws of the state of Delaware, and has all requisite corporate power to enter into and perform this Agreement and the transactions contemplated

hereby in the manner provided herein.

4.2 AUTHORITY OF PURCHASER. As of the Closing, the execution, delivery, and performance by Purchaser of this Agreement shall have been duly authorized by the Board of Directors of Purchaser, and no further corporate action shall be necessary on the part of Purchaser to make this Agreement the legal, valid, and binding obligation of Purchaser enforceable against it in accordance with its terms.

4.3 PURCHASE FOR INVESTMENT. Purchaser is acquiring the Shares for its own account for investment purposes and not with a view toward resale or redistribution. Purchaser may only dispose of the Shares in accordance with the Dow Standstill Agreement and will not offer to sell or otherwise dispose of any Shares in violation of applicable federal and state securities laws. Purchaser has had sufficient

opportunities to discuss and review the Company's business, management and financial affairs.

ARTICLE V

CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE

5.1 CONDITIONS. The obligations of Purchaser to purchase the Additional Common Shares and any Additional Preferred Shares under this Agreement are subject to the satisfaction, at or before the Closing Date, with respect to the Additional Common Shares, and the Additional Closings, with respect to the Additional Preferred Shares, of all the conditions set out below in this Article 5. Purchaser may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by Purchaser of any of its other rights or remedies, at law or in equity, if the Company shall be in material default of any of its representations, warranties, or covenants under this Agreement and such default is not actually known to Purchaser on the Closing Date or the Additional Closing Date, as the case may be.

5.2 ACCURACY OF REPRESENTATIONS. Except as otherwise permitted by this Agreement, all representations and warranties by the Company in this Agreement, the Schedules hereto, or in any written statement delivered to or to be delivered to Purchaser under this Agreement shall be true on and as of the Closing Date as made at that time. Prior to each Additional Closing Date, the Company shall update in writing the representations and warranties including any changes to the exceptions previously disclosed. The representations and warranties set forth in Sections 3.1, 3.2, 3.4, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, and 3.18 shall each be substantially the same provided that disclosed exceptions may differ so long as the representations and warranties, as modified, do not reflect a material adverse change to the Company and its Subsidiaries

taken as a whole.

5.3 PERFORMANCE OF THE COMPANY. The Company shall have performed, satisfied, and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date and the Additional Closing Dates, as the case may be.

5.4 ABSENCE OF LITIGATION. No action, suit, or proceeding before any court or any governmental body or authority, pertaining to the transactions contemplated by this Agreement or to their consummation, shall have been instituted or threatened on or before the Closing Date and the Additional Closing Dates, as the case may be.

5.5 CONSENTS. The Board of Directors of the Purchaser (or Executive Committee thereof) shall have approved the transactions contemplated by this Agreement. All necessary agreements and consents of any parties to the consummation of the transactions contemplated by this Agreement, or otherwise pertaining to the matters covered by it, shall have been obtained by the Company and delivered to Purchaser.

5.6 APPROVAL OF DOCUMENTS. The form and substance of all certificates, instruments, opinions, and other documents delivered to Purchaser under this Agreement shall be satisfactory in all reasonable respects to Purchaser and its counsel.

ARTICLE VI

CONDITIONS PRECEDENT TO THE COMPANY'S PERFORMANCE

6.1 CONDITIONS. The obligations of the Company to sell and transfer the Shares under this Agreement are subject to the satisfaction, at or before the Closing Date and the Additional Closing Dates, as the case may be, of all the following conditions of this Article 6. The Company may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by the Company of any of their other rights or remedies, at law or in equity, if Purchaser shall be in material default in any of its representations, warranties, or covenants under this Agreement and such default is not actually known to the Company on the Closing Date or the Additional Closing Dates, as the case may be.

6.2 PURCHASER'S WARRANTIES. All representations and warranties by Purchaser contained in this Agreement or in any written statement delivered by Purchaser under this Agreement shall be true on and as of the Closing Date and the Additional Closing Dates, as the case may be, as though made as of that date.

6.3 PERFORMANCE OF PURCHASER. Purchaser shall have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed, satisfied or complied with by it on or before the Closing Date and the Additional Closing Dates, as the case may be.

6.4 ABSENCE OF LITIGATION. No action, suit or proceeding before any court or any governmental body or authority, pertaining to the transactions contemplated by this Agreement or to their consummation, shall have been instituted threatened on or before the Closing Date and the Additional Closing Dates, as the case may be.

6.5 APPROVAL OF DOCUMENTS. The form and substance of all certificates, instruments, opinions, and other documents delivered to the Company under this Agreement shall be satisfactory in all reasonable respects to the Company and its counsel.

ARTICLE VII

THE CLOSING

7.1 CLOSING. The Closing with respect to the transactions contemplated by this Agreement with respect to the sale of the Additional Common Shares shall be held on May 13, 1994, 9:00 a.m. local time at Midland, Michigan or at such other time, place, and date as may be mutually agreed to by the parties (the "Closing Date").

7.2 THE COMPANY'S OBLIGATIONS. At the Closing, the Company shall deliver to Purchaser the following:

- (a) A certificate representing the Additional Common Shares in the name of the Purchaser;
- (b) An executed counterpart of the Dow Standstill Agreement; and
- (c) The updates to all Schedules or other written disclosures.

7.3 PURCHASER'S OBLIGATIONS. At the Closing, Purchaser shall deliver to the Company the following:

- (a) \$37,480,000 in cash or by wire transfer, as provided in Section 2.3 hereof; and
- (b) An executed counterpart of the Dow Standstill Agreement.

ARTICLE VII

POST CLOSING

8.1 NATURE OF STATEMENTS. All statements contained herein, in any Schedule or Exhibit hereto, or in any certificate or other written instrument delivered by or on behalf of the Company or Purchaser pursuant to this Agreement, or in connection with the transactions contemplated hereby, shall be deemed representations and warranties by the Company or Purchaser, as the case may be.

8.2 SURVIVAL OF REPRESENTATIONS AND WARRANTIES. Regardless of any investigation at any time made by or on behalf of any party hereto, or of any information any party may have in respect thereof, all covenants, agreements, representations, and warranties made hereunder or pursuant hereto or in connection with the transactions contemplated hereby shall survive the Closing and each Additional Closing until the later of February 28, 1997 or one year after the applicable Additional Closing Date.

8.3 EXPENSES. The Company and Purchaser each (i) represent and warrant that they have not taken and will not take any action that would cause the other party to have any obligation or liability to any person for a finder's or broker's fee, and (ii) agree to indemnify the other party for breach of the foregoing representation and warranty, whether or not the Closing occurs. Each of the parties hereto shall pay all costs and expenses incurred by it or on its behalf in connection with this Agreement and the transactions contemplated hereby, including, without limiting the generality of the foregoing, fees and expenses of its own financial consultants, accountants, and counsel.

8.4 INDEMNIFICATION BY THE COMPANY. The Company agrees to indemnify, defend, and hold harmless Purchaser and its permitted successors and assigns from and against any assessment, claim, demand, obligation, liability, loss, cost, damage, or expense, including, without limitation, interest, penalties, and reasonable attorneys' fees resulting from, arising out of, or relating to, any:

(a) Breach or default in the performance by the Company of any covenant or agreement of the Company contained in this Agreement;

(b) Breach of warranty or inaccurate or erroneous representation made by the Company herein or in any Schedule or Exhibit hereto or in any certificate or other instrument delivered by or on behalf of the Company pursuant hereto; or

(c) Liability arising out of any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses incident to any of the foregoing.

Purchaser and its successors and permitted assigns shall promptly notify the Company of any such liability, breach of warranty, inaccuracy, misrepresentation, or any other claim arising under the foregoing indemnification provision. The Company may contest and defend in good faith any claim of third parties covered by this Section 8.4, provided such contest is made without cost or prejudice to Purchaser, and provided the Company notifies Purchaser within thirty (30) days of its receipt of notice thereof of the Company's desire to contest the claim, but no later than 2 business days prior to the deadline for responsive pleadings. If the Company does not notify Purchaser of its desire to contest the claim, the Company shall reimburse Purchaser on demand for any payment actually made by Purchaser at any time after the Closing Date with respect to any liabilities, obligations, expenditures, or claims to which the foregoing indemnity relates.

8.5 PURCHASER'S SET-OFF. In the event Purchaser incurs any liabilities, losses, damages, costs, or expenses resulting from, or related to any breach of, or failure by the Company to perform, any of their representations, warranties, covenants, or agreements in this Agreement, or in any Schedule, Exhibit, certificate, or other instrument furnished or to be furnished by the Company thereunder, and/or in the event the Company becomes obligated to indemnify Purchaser pursuant to the terms hereof, Purchaser may, at its option and without prejudice to any right of Purchaser to proceed directly against the Company, be entitled to set-off all or any portion of the amount of any such liability, loss, damage, or expense or indemnity to which Purchaser shall be entitled hereunder against the unpaid amounts due under this Agreement. The exercise of such right of set-off by Purchaser hereunder shall be evidenced by means of a notice to such effect given by Purchaser to the Company. Upon the exercise by Purchaser of its right to set-off hereunder, the amount to which Purchaser is entitled to set-off shall be, and is deemed to be, applied in reduction of, and shall constitute a payment of, the amounts due under this Agreement to the extent specified in the notice of set-off.

8.6 INDEMNIFICATION BY PURCHASER. Purchaser shall indemnify, defend, and hold harmless the Company and its permitted successors and assigns from and against any assessment, claim, demand, obligation, liability, loss, cost, damage, or expense, including, without limitation, interest, penalties, and reasonable attorneys' fees resulting from, arising out of, or relating to, any:

(a) Breach or default in the performance by Purchaser of any covenant or agreement of Purchaser contained in this Agreement;

(b) Breach of warranty or inaccurate or erroneous representation made by Purchaser herein or in any Schedule or Exhibit hereto or in any certificate or other instrument delivered by or on

behalf of Purchaser pursuant hereto; or

(c) Liability arising out of any and all actions, suits, proceedings, claims, demands, judgments, costs, and expenses incident to any of the foregoing.

The Company and its successors and assigns shall promptly notify Purchaser of any such liability, breach of warranty, inaccuracy, misrepresentation, or any other claim arising under the foregoing indemnification provision. Purchaser may contest and defend in good faith any claim of third parties covered by this Section 8.6, provided such contest is made without cost or prejudice to the Company, and provided Purchaser notifies the Company within thirty (30) days of Purchaser's receipt of notice thereof that Purchaser intends to contest the claim, but no later than 2 business days prior to

the deadline for responsive pleadings. If Purchaser does not notify the Company of its intention to contest the claim, Purchaser shall reimburse the Company on demand for any payment actually made by the Company at any time after the Closing Date with respect to any liabilities, obligations, expenditures, or claims to which the foregoing indemnity relates.

8.7 NOTICES. All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been delivered on the date first (a) personally delivered (b) received by facsimile or (c) recorded as delivered by overnight courier, if addressed as follows:

(a) if to the Company, to: Univar Corporation
6100 Carillon Point
Kirkland, WA 98033
Attn: General Counsel
Facsimile: (206) 889-4136

With a copy to: Preston Gates & Ellis
5000 Columbia Center
701 Fifth Avenue
Seattle, WA 98104-7078
Attn: Richard B. Dodd
Facsimile: (206) 623-7022

(b) if to Purchaser, to: The Dow Chemical Company
2030 Willard H. Dow Center
Midland, MI 48674
Attn: Director
of Mergers and Acquisitions
Facsimile: (517) 636-1830

With a copy to: The Dow Chemical Company
2030 Willard H. Dow Center

Midland, MI 48674
Attn: General Counsel
Facsimile: (517) 636-0861

Any party may change its address for purposes of this Section 8.7 by giving the other parties written notice of the new address in the manner set forth above.

8.8 ARBITRATION. Any controversy or claim arising out of, or related to, this Agreement, or the making, performance, or interpretation thereof, shall be settled by arbitration in Chicago, Illinois in accordance with the rules of the American Arbitration Association then existing, or the rules of any other comparable organization in the event the American Arbitration Association shall not then be in existence, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy.

8.9 SPECIFIC PERFORMANCE. Each party's obligations under this Agreement are unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the non-defaulting party, in addition to any other available rights or remedies, may sue in equity for specific performance, and the

parties each expressly waive the defense that a remedy in damages will be adequate. Notwithstanding any breach or default by any of the parties of any of their respective representations, warranties, covenants, or agreements under this Agreement, if the purchase and sale contemplated by it shall be consummated at the Closing, each of the parties waives any rights that it or he may have to rescind this Agreement or the transaction consummated by it; provided, however, this waiver shall not affect any other rights or remedies available to the parties under this Agreement or under the law except for defaults or breaches actually known to such parties on the Closing Date or Additional Closing Date, as the case may be.

8.10 COSTS. If any legal action or an arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

8.11 Assignment. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties hereto. Subject to the foregoing, this Agreement is binding upon the successors and assigns of the parties hereto.

ARTICLE IX

MISCELLANEOUS

9.1 CONFIDENTIALITY. The parties agree that, except as may be required by law, no public release or other disclosure of information concerning this Agreement, the proposed transaction, the Company or the business affairs of the Company shall be made subsequent to the date hereof, including subsequent to the Closing, unless and until mutual agreement is reached in writing on any such publicity or other disclosure.

9.2 SECTION AND PARAGRAPH HEADINGS. The Article and Section headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.3 CHANGES, WAIVERS, ETC. Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by a statement in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

9.4 ENTIRE AGREEMENT. This Agreement and the Exhibits, Schedules, certificates, and documents referred to herein constitute the entire agreement of the parties hereto, and supersede all prior understandings with respect to the subject matter hereof. All Exhibits and Schedules attached to this Agreement are deemed to be fully incorporated herein by this reference for all purposes, as though fully set forth at length herein.

9.5 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.

9.6 SEVERABILITY. In the event that a court of competent jurisdiction determines that any portion of this Agreement is in violation of any statute or public policy,

then only the portions of this Agreement that violate such statute or public policy shall be stricken. All portions of this Agreement that do not violate any statute or public policy shall continue in full force and effect. Any court order striking any portion of this Agreement shall modify the stricken terms as narrowly as possible to give as much effect as possible to the intentions of the parties pursuant to this Agreement.

9.7 GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington.

IN WITNESS WHEREOF, this Agreement has been duly executed by the

parties hereto as of the date first above written.

UNIVAR CORPORATION

By: /S/ JAMES W. BERNARD

Its: President And Chief Executive

Officer

THE DOW CHEMICAL COMPANY

By: /S/ ENRIQUE SOSA

Its: Senior Vice President

EXHIBIT 4(i)

Amended and Restated Standstill Agreement between Univar Corporation and
The Dow Chemical Company dated May 13, 1994

AMENDED AND RESTATED
STANDSTILL AGREEMENT

THIS AMENDED AND RESTATED STANDSTILL AGREEMENT (the "Agreement") is made this 13th day of May, 1994, by and between UNIVAR CORPORATION, a Delaware corporation ("Company"), and THE DOW CHEMICAL COMPANY, a Delaware corporation ("Dow").

RECITALS

A. Company and Dow initially entered into this Agreement as of June 24, 1991 along with a Stock Purchase Agreement (as defined below). Pursuant to the Stock Purchase Agreement, Dow shall acquire from Company 2,000,000 shares of Common Stock and may, upon circumstances described in the Stock Purchase Agreement, acquire up to 101,874 shares of Series A Preferred Stock of Company, in accordance with the terms of the Stock Purchase Agreement.

B. The parties seek to regulate the acquisition and disposition by Dow of Company's Voting Securities, provide for Dow representation on Company's Board, and generally foster a constructive and mutually beneficial relationship.

C. Dow and Company acknowledge that Company has made, prior to the initial date hereof, a careful evaluation of Dow's investment objectives with regard to its ownership of Voting Securities, and the compatibility of Dow's management and objectives with the management and objectives of Company; that such factors were critical to Company in its decision to enter into this Agreement; that, absent the provisions of Articles II through IV hereof, Dow's ownership of Voting Securities would present an unusual opportunity for it to gain an unusual degree of influence over Company and Company might have reached a different decision with regard to entering into this Agreement and the Stock Purchase Agreement; that, therefore, the provisions of Articles II through IV were and continue to be a material inducement to Company to enter into and amend this Agreement and the Stock Purchase Agreement; and, that the primary purposes of Articles II through IV are that, so long as such provisions remain in effect and except as permitted by such provisions, the Voting Securities owned by Dow not come to rest in the hands of any single holder or group of holders other than Dow, and Dow's ownership of

Voting Securities not be increased, other than as provided for in this Agreement, the Stock Purchase Agreement, or with the consent of Company. Dow acknowledges that such purposes are reasonable and that the provisions of Articles II through IV are reasonable in view of such purposes.

D. The parties desire to amend and restate this agreement contemporaneously with the amendment and restatement of the Stock Purchase Agreement. Provisions of the existing agreement with no current or future effect have been deleted.

NOW, THEREFORE, in consideration of the agreements and covenants set forth herein and in the Stock Purchase Agreement, and for other good and valuable consideration, the parties agree as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement, in addition to other terms defined elsewhere herein, the following terms have the respective meanings set forth below:

1.1 ACT. "Act" means the Securities Act of 1933, as amended.

1.2 AFFILIATE. "Affiliate" means any Person directly or indirectly controlled by, controlling or under common control with another Person, including but not limited to a Person who is employed by or is a consultant or independent contractor to another Person. For purposes of this definition, "control" means the power to direct the management or policies of the Person in question.

1.3 BENEFICIAL OWNER. "Beneficial Owner" and "Beneficial Ownership" and other derivations thereof shall have the same meaning as under Rule 13d-3 (as now in effect) adopted pursuant to Section 13(d) of the Exchange Act.

1.4 BOARD. "Board" means the Board of Directors of Company as constituted from time to time.

1.5 BUSINESS DAY. "Business Day" means any Monday through Friday, inclusive, excluding any such day which is a Federal or State of Washington holiday.

1.6 COMMISSION. "Commission" means the Securities and Exchange Commission of the United States.

1.7 COMMON STOCK. "Common Stock" means the common stock of Company, par value \$.33-1/3 per share or such other par value as may be established from time to time.

1.8 COMMON STOCK EQUIVALENTS. "Common Stock Equivalents" means the sum of the following, determined at any time during the term of this Agreement: (a) the total number of shares of issued and outstanding Common Stock, plus (b) the number of shares of Common Stock reserved for issuance pursuant to stock options granted (but not yet exercised) under Company's stock option plans, and plus (c) the number of votes which may be cast for the election of directors (whether directly or by formula) as a result of ownership of any Voting Securities other than Common Stock; provided, however, the shares of Common Stock described in (b) above shall not be included in Common Stock Equivalents until the earlier of (i) the date the options are exercisable, or (ii) the end of the fiscal year of Company during which such options were granted; provided, further, that the votes described in (c) above shall not be included in Common Stock Equivalents until the Voting Securities other than Common Stock are able to be voted for the election of directors.

1.9 CORE SHAREHOLDERS. "Core Shareholders" means the individuals identified on the attached Exhibit A.

1.10 DOW AFFILIATE. "Dow Affiliate" means any Affiliate of Dow.

1.11 DOW AFFILIATED DIRECTOR. "Dow Affiliated Director" means any member of the Board who has been designated by Dow under Article VI for nomination or appointment as a director of Company.

1.12 EFFECTIVE DATE. "Effective Date" means the 13th day of May, 1994.

1.13 EXCHANGE ACT. "Exchange Act" means the Securities Exchange Act of 1934, as amended.

1.14 HOLDER. "Holder" means Dow and any Person to whom the registration rights under Article VII have been transferred in compliance with Section 7.7.

1.15 INVESTMENT BANKING FIRM. "Investment Banking Firm" means a nationally recognized investment banking firm.

1.16 MARKET DISPOSITION PROGRAM. See Section 3.9(a).

1.17 MARKETABLE SECURITIES. See Section 3.13(a).

1.18 NOTICE OF EXERCISE. See Section 3.9.(b)(iii).

1.19 NOTICE OF ISSUE. See Section 2.6.

1.20 NOTICE OF PROPOSED SALE. See Section 3.9(a).

1.21 NOTICE OF PROPOSED COMPANY PURCHASE. See Section 3.12.

1.22 PAKHOED. Pakhoed means, collectively, Pakhoed Investerings B.V., a Netherlands corporation ("Parent"), Pakhoed Holding, N.V., a Netherlands corporation ("Holding"), Pakhoed USA, Inc., a Delaware corporation, and any Affiliates of said corporations.

1.23 PAKHOED AFFILIATED DIRECTOR. "Pakhoed Affiliated Director" means any member of the Board who has been designated by Pakhoed under the Pakhoed Standstill Agreement.

1.24 PAKHOED STANDSTILL AGREEMENT. The "Pakhoed Standstill Agreement" means that certain Standstill Agreement among the Company, and Pakhoed dated as of September 19, 1986, including any and all amendments thereto.

1.25 PERCENTAGE LIMITATION. See Section 2.2.

1.26 PERMITTED PERCENTAGE. "Permitted Percentage" means the Percentage Limitation or, if the percentage of Common Stock Equivalents owned by Dow increases as a consequence of (a) a reduction in the number of outstanding Voting Securities other than as a result of (1) the expiration of rights to acquire Common Stock under Company's stock option plans or (2) the lapse of rights to vote for the election of directors as a result of ownership of any Voting Securities other than Common Stock, (b) Dow's acquisitions of Voting Securities with Board approval in accordance with Section 2.8, or in accordance with the Stock Purchase Agreement, or (c) Dow's acquisitions of Voting Securities in a tender offer permitted by Section 2.7, following which Company fails to repurchase shares of Voting Securities in accordance with Section 2.7(b), such greater percentage of Common Stock Equivalents owned by Dow after such reduction, acquisition, or failure, respectively. The Permitted Percentage shall be reduced from time to time if, upon the issuance by Company of Common Stock Equivalents, Dow either does not or is not permitted by this Agreement to purchase its full Permitted Percentage of such issuance.

1.27 PERSON. "Person" means any individual, partnership, association, corporation, trust, or other entity, including without limitation employee pension, profit sharing, and other benefit plans and trusts.

1.28 PRINCIPAL TRADING MARKET. "Principal Trading Market" means the principal trading exchange or national automated stock quotation system on which the Common Stock is traded or quoted.

1.29 PRIVATE SALE. See Section 3.9(a).

1.30 SERIES A PREFERRED STOCK. "Series A Preferred Stock" means

the Series A Junior Participating Convertible Preferred Stock of the Company, as created by a Certificate of Designation adopted by resolution of the Board on April 13, 1994.

1.31 STOCK PURCHASE AGREEMENT. "Stock Purchase Agreement" means the Agreement of Purchase and Sale of Stock originally dated June 24, 1991 between Dow and Company, including any and all amendments thereto.

1.32 13D GROUP. "13D Group" means any group of Persons (other than the Core Shareholders) formed for the purpose of acquiring, holding, voting, or disposing of Voting Securities required under Section 13(d) of the Exchange Act and the rules and regulations thereunder (as now in effect) to file a statement on Schedule 13D with the Commission as a "person" within the meaning of Section 13(d) (3) of the Exchange Act disclosing beneficial ownership of Voting Securities representing more than 5% of any class of Voting Securities.

1.33 TWENTY DAY AVERAGE. "Twenty Day Average" means the average closing sale price of Common Stock on the Principal Trading Market for the twenty (20) trading days preceding the earlier of the closing of, or public announcement date concerning, the issuance of Voting Securities by Company.

1.34 UNAFFILIATED DIRECTOR. "Unaffiliated Director" means a director on the Board who is neither a Dow Affiliated Director nor a Pakhoed Affiliated Director.

1.35 VOTING SECURITIES. "Voting Securities" means Common Stock and any other Company securities entitled to vote for the election of directors, or any security (including any preferred stock of Company) convertible into or exchangeable for or exercisable for the purchase of Common Stock or other Company securities entitled to vote for the election of directors.

ARTICLE II

RESTRICTIONS ON ACQUISITION OF ADDITIONAL SHARES BY DOW

2.1 NO PURCHASES BEYOND PERCENTAGE LIMITATION. Except as otherwise permitted herein and except as may occur as a consequence of Dow's acquisition of Series A Preferred Stock pursuant to the Stock Purchase Agreement, Dow shall not, directly or indirectly, acquire any Voting Securities beyond its "Percentage Limitation". The "Percentage Limitation" shall be 21% or such greater percentage of Common Stock Equivalents as Dow may then own in accordance with this Agreement, but in no event greater than 27%.

2.2 PERMITTED PURCHASES. If Dow's aggregate ownership of Common

Stock Equivalents falls below its then Percentage Limitation, Dow may acquire additional shares of Common Stock, up to its Percentage Limitation, at any time by open market purchases, partial tender offer, or private transaction. If the Common Stock Equivalents increase at any time and, as a consequence thereof Dow's aggregate ownership of Common Stock Equivalents falls below its then Percentage Limitation, Dow may acquire additional shares of Common Stock, up to its Percentage Limitation, as follows:

(a) at any time by open market purchases, partial tender offer, or private transaction; and/or

(b) Dow may, in accordance with Section 2.3, purchase unissued or treasury shares of Common Stock from Company.

2.3 PROCEDURES CONCERNING DOW'S ACQUISITION OF COMMON STOCK FROM COMPANY IN RESPONSE TO INCREASES IN COMMON STOCK EQUIVALENTS.

(a) Within thirty (30) days after any increase in Common Stock Equivalents (other than an increase previously notified to Dow under Section 2.5), Company shall give Dow written notice setting forth the number of Common Stock Equivalents prior to the increase, the number of Common Stock Equivalents after the increase, Dow's then Percentage Limitation, the number of shares of Common Stock Dow may purchase as a consequence of said increase, and the per share purchase price for such shares.

(b) The purchase price per share of Common Stock purchased under Section 2.2(b) shall be established as follows:

(i) if the Common Stock Equivalents increased as a result of issuance by Company of one or more Voting Securities (other than issuance of options under Company's stock option plans), the price per share shall be the lesser of the Twenty Day Average or the aggregate fair market value of all consideration received by Company for such Voting Securities as determined by the Board (including attribution of the consideration received with respect to each Voting Security other than Common Stock) within thirty (30) days after the issuance, divided by the number of Common Stock Equivalents issued by Company; or

(ii) if the Common Stock Equivalents increased as a result of Company's issuance of stock options under Company's stock option plans, the purchase price shall be the closing sale price of Common Stock on the Principal Trading Market for the last day of Company's fiscal year in which such options were issued.

(c) Dow shall have the right to purchase from Company a number of shares of Common Stock equal to its then Percentage Limitation multiplied times the increase in the Common Stock Equivalents. Dow shall have fifteen (15) days from receipt of

Company's notice pursuant to Section 2.3(a) above to notify Company in writing whether it elects to purchase any of such shares of Common Stock and, if it so elects, the number of shares it elects to purchase. At the time Dow delivers its notice to Company, there shall be a binding agreement between Dow and Company for the purchase

and sale of the number of shares of Common Stock elected by Dow. Dow shall pay the purchase price to Company in immediately available funds, and Company shall deliver certificates representing the shares to Dow, on a date specified by Dow in its notice, which date shall not be more than twenty (20) days after Dow delivers its notice to Company.

2.4 LIMITATION ON DOW'S RIGHT TO PURCHASE COMMON STOCK PURSUANT TO SECTION 2.2 IN THE EVENT OF A BUSINESS ACQUISITION BY COMPANY.

(a) Notwithstanding Section 2.2, Dow shall have no right to purchase additional shares of Common Stock if (i) the Common Stock Equivalents increased due to issuance by Company of Voting Securities in connection with Company's acquisition of a business entity from a third party, (ii) during the one year period following closing of such an acquisition, Company repurchases a number of shares of Voting Securities equal to or greater than the number of shares of Common Stock Equivalents issued to the third party, and (iii) Company's plan to repurchase shares was approved by a majority of the Unaffiliated Directors and notice thereof was given to Dow, prior to the closing of the acquisition. If Company does not within the one year period repurchase a number of shares of Voting Securities equal to the number of Common Stock Equivalents issued to the third party, Dow shall have all rights under Section 2.2 to purchase shares of Common Stock up to its Percentage Limitation. For purposes of Section 2.3, Company shall give notice to Dow in accordance with Section 2.3(a) within thirty (30) days after the end of the one year period, and the purchase price to be paid by Dow to purchase shares from Company shall be established in accordance with Section 2.3(b) (i) as of the date of the closing of the business acquisition. Except as modified by the preceding sentence, the provisions of Section 2.3 shall govern any such purchase.

(b) The limitation contained in Section 2.4 shall only apply to increases of up to fifteen (15%) in the Common Stock Equivalents. If in connection with an acquisition Company issues Voting Securities which cause the Common Stock Equivalents to increase more than fifteen (15%), Dow shall have all rights under Section 2.2 to purchase Common Stock in connection with such increase over fifteen (15%).

2.5 PERMITTED PURCHASE IF COMPANY PROPOSES TO ISSUE VOTING SECURITIES FOR CASH. If Company proposes to issue Voting Securities solely for cash pursuant to a registered offering or a private placement, and as a consequence thereof Dow's aggregate ownership of

Common Stock Equivalents would fall below its then Percentage Limitation, Company shall give Dow written notice of such fact (the "Notice of Issue") at least thirty (30) days prior to the anticipated date of such issuance stating the number of Common Stock Equivalents to be issued and the anticipated price per Common Stock Equivalent. [See also notice requirements in section 3.13 below.] Dow shall have the right to purchase from Company a number of shares of Common Stock equal to its then Percentage Limitation multiplied times the gross number of Common Stock Equivalents to be issued including any shares which Pakhoed or Dow may elect to purchase pursuant to either this Agreement or the Pakhoed Standstill Agreement. Dow shall have fifteen (15) days from receipt of the Notice of Issue to notify Company in writing whether it elects to purchase any of such shares of Common Stock and, if it so elects, the number of shares it elects to purchase. At the time Dow delivers its election to Company, there shall be a binding agreement between Dow and Company for the purchase and sale of the number of shares of Common Stock elected by Dow. The purchase price per share shall be the price per Common Stock Equivalent at which the Voting Securities are actually issued by Company; provided, however, that without Dow's consent the purchase price paid by Dow shall not be more than one hundred twenty percent (120%) of the anticipated price per Common

Stock Equivalent set forth in the Notice of Issue. Dow shall pay the purchase price to Company in immediately available funds, and Company shall deliver certificates representing the shares of Common Stock to Dow, on the date of Company's issuance of the Voting Securities.

2.6 PERMITTED PURCHASE IN RESPONSE TO THIRD PARTY TENDER OFFER.

(a) If a tender or exchange offer is made by any Person or 13D Group (other than Dow or any Person acting in concert with Dow) to acquire Voting Securities, Dow may make a tender offer for up to an equivalent number of shares of such Voting Securities as are sought to be purchased by the party making the other tender offer. If Dow initiates a tender offer under this Section 2.6, the tender offer may be on such terms as Dow shall elect and Company agrees that it shall not in any way (whether by active opposition, Board announcement, or otherwise) contest said tender offer.

(b) If, following the tender offer, Dow owns in the aggregate more than 27% of the Common Stock Equivalents, Company shall have the right, exercisable at any time during the six month period following completion of Dow's tender offer, to purchase from Dow a number of shares of such Voting Securities as will cause Dow to own in the aggregate 27% of the Common Stock Equivalents following such purchase. Company shall, within said six (6) month period, notify Dow in writing whether it elects to purchase any of such shares and, if it so elects, the number of shares it elects to purchase. At the time Company delivers its notice to Dow, there shall be a binding agreement between Dow and Company for the purchase and sale of the number of

shares of such Voting Securities elected by Company.

(c) The purchase price per share shall be the price paid by Dow in the tender offer to the tendering shareholders, plus a prorata share of the costs and expenses incurred by Dow in conducting said tender offer. The prorata share of costs and expenses shall be the aggregate of all costs and expenses directly incurred by Dow, divided by the number of shares of Voting Securities acquired in the tender offer. Company shall pay the purchase price to Dow in immediately available funds, and Dow shall deliver certificates representing the shares to Company, on a date specified by Company in its notice, which date shall not be more than twenty (20) days after Company delivers its notice to Dow.

(d) If Company's purchase is subject to or is voluntarily submitted for shareholder approval, Dow shall vote all its Voting Securities in favor of the purchase.

(e) If Company does not elect to purchase shares from Dow, or elects to purchase only a portion of the shares under Section 2.6(b), Dow shall be entitled to retain the shares over 27%, but the Percentage Limitation shall remain at 27% (or such lesser percentage as it shall become from time to time thereafter).

2.7 PERMITTED PURCHASE WITH BOARD APPROVAL. Notwithstanding any other provision of this Agreement, Dow may purchase additional shares of Voting Securities at any time, if a majority of the Unaffiliated Directors approve such purchase in advance.

2.8 PERMITTED PURCHASE BY AND REQUIREMENTS FOR 100% TENDER OFFERS. Dow shall at any time have the right to acquire additional shares of Common Stock by means of a tender offer in accordance with the following requirements and procedures:

(a) Whenever Dow shall make a tender offer for shares of Common Stock under this Section, Dow may not close the acquisition of the tendered shares unless all of the following requirements have been satisfied:

(i) Dow's offer shall have been made to all holders of Common Stock;

(ii) Dow shall offer to purchase for cash all shares tendered; and

(iii) Dow's offer shall have been accepted by shareholders owning not less than two-thirds (2/3) of the outstanding Common Stock.

(b) With respect to calculating whether Dow's offer has

been accepted by shareholders owning two-thirds (2/3) of the outstanding Common Stock, the following shall apply:

(i) Common Shares beneficially owned by Dow and Pakhoed shall be excluded from the outstanding Common Stock;

(ii) if one or more Core Shareholders do not tender all of their shares of Common Stock, the shares not tendered shall be excluded from the outstanding Common Stock.

2.9 MANDATORY DISPOSAL OF EXCESS SHARES. If in violation of any provision of Article II Dow shall at any time hold in the aggregate in excess of its then Permitted Percentage, Dow shall be required to dispose of such excess shares by promptly selling, subject to Company's right of first refusal under Section 3.8, sufficient Voting Securities so that after such sale Dow shall own in the aggregate not more than its then Permitted Percentage. If Dow fails to dispose of shares of Voting Securities within ninety (90) days after receipt of notice from Company advising Dow of its obligation so to dispose of shares (it being understood that giving of notice by Company is not a precondition to Dow's obligation to dispose of excess shares), Company shall have the right to redeem at par value from Dow a number of shares of Common Stock so that after such redemption the shares of Voting Securities owned by Dow do not exceed Dow's then Permitted Percentage.

2.10 MONTHLY REPORT OF OWNERSHIP. During the term of this Agreement, Dow will furnish to Company, within ten (10) days after the end of each calendar month in which Dow acquires or disposes of any Voting Securities, a statement showing the number of shares of Voting Securities acquired or disposed of during the just ended month and the aggregate number of shares of Voting Securities held by Dow at the end of such month. To the extent that any such acquisition or disposition must be reported to the Commission, Dow may fulfill the statement requirement in this Section 2.10 by providing to Company a copy of such report to the Commission.

2.11 GENERAL RULE REGARDING ACQUISITION OF VOTING SECURITIES. Dow agrees that any and all acquisitions of Voting Securities shall be made in compliance with all applicable federal and state laws, including securities laws, and in accordance with restrictions generally imposed on members of the Board and their Affiliates with respect to trading on non-public information. Dow agrees to indemnify, defend and hold harmless Company, its officers, directors and employees from and against any and all losses, claims, liabilities, assertions and expenses incurred or suffered by any of them, including attorneys' fees and costs of litigation, as a consequence of a claim by

any party other than Company or any of its Affiliates that Dow

breached its obligations set forth in the preceding sentence.

ARTICLE III

SALES OF SHARES BY DOW AND RELATED RIGHTS AND OBLIGATIONS OF DOW AND COMPANY

3.1 GENERAL RESTRICTIONS ON RESALE OR OTHER DISPOSITION. During the term of this Agreement, Dow shall not sell, transfer any beneficial interest in, pledge, hypothecate or otherwise dispose of any Voting Securities except in compliance with Article III.

3.2 ALLOWED SALES PURSUANT TO REGISTRATION RIGHTS. Subject to Company's right of first refusal under Section 3.8, Dow may at any time sell Common Stock by means of an offering made pursuant to the registration rights set forth in Article VII below.

3.3 ALLOWED SALES PURSUANT TO RULE 144. Subject to Company's right of first refusal under Section 3.8, Dow may at any time sell Common Stock pursuant to Rule 144 of the General Rules and Regulations under the Act, provided that Dow shall notify Company at least two Business Days prior to the date of entering any sale or transfer order of Common Stock pursuant to Rule 144, and provided further that, if Company shall thereupon notify Dow of the pendency of its public offering of any Voting Securities, Dow shall not effect any sales under Rule 144 within 10 days prior to the commencement of or during such offering.

3.4 ALLOWED PRIVATE SALES TO THIRD PARTIES OR PURSUANT TO TENDER OFFER. Subject to Company's right of first refusal under Section 3.8, Dow may at any time make private sales of Voting Securities to a third person, including sales pursuant to a tender offer or exchange offer, provided that without the express written consent of Company Dow shall not sell, transfer any beneficial interest in, pledge, hypothecate or otherwise dispose of any shares of Series A Preferred Stock other than by conversion of Series A Preferred Stock to Common Stock.

3.5 ALLOWED PLEDGES. Dow may at any time make a bona fide pledge of or grant a security interest in Voting Securities to a commercial or an institutional bank or lender for money borrowed, provided that the bank or lender acknowledges in writing that (a) it has received a copy of this Agreement and (b) its sale of Voting Securities following foreclosure shall be subject to Company's right of first refusal under Section 3.8 (as if such bank or lender were Dow).

3.6 ALLOWED TRANSFERS TO DOW AFFILIATES. Dow and Dow Affiliates may at any time transfer Voting Securities among themselves, provided that in the reasonable opinion of counsel acceptable to Company and Dow such transfer would have no clear, adverse impact of a financial character on Company, and would not adversely affect the liabilities

and/or responsibilities of Dow to Company, and provided further that the transferee shall agree in advance in writing to be bound by the terms of this Agreement.

3.7 ALLOWED TRANSFERS UPON APPROVED BUSINESS DISPOSITION. Dow may dispose of Voting Securities in conjunction with a merger or consolidation in which Company is acquired, or in conjunction with a sale of all or substantially all of Company's assets, provided a majority of the Board approved such merger, consolidation, or sale.

3.8 RIGHT OF FIRST REFUSAL. If during the term of this Agreement, Dow desires to sell any Voting Securities in accordance with Section 3.2, 3.3, or 3.4, Company shall have a right of first refusal to purchase said Voting Securities in accordance with the procedures set forth in Section 3.9 below.

3.9 PROCEDURES FOR RIGHT OF FIRST REFUSAL.

(a) If Dow desires to sell to a third party all or part of its Voting Securities in accordance with Section 3.4 above ("Private Sale"), or if Dow desires to sell all or part of its Common Stock in the open market pursuant to Section 3.2 or 3.3 above ("Market Disposition Program"), Dow shall transmit to Company and to each Unaffiliated Director a written notice ("Notice of Proposed Sale") setting forth:

(i) if a Private Sale, (A) as to each Person to whom such sale is proposed to be made: (1) the name, address and principal business activity of such Person; (2) the number of shares of Voting Securities proposed to be sold to such Person; (3) the manner in which the sale is proposed to be made; and (4) the price at which or other consideration for which, and the material terms upon which, such sale is proposed to be made, and (B) representing that the Private Sale is, to the best knowledge of Dow, bona fide; and

(ii) if sales pursuant to a Market Disposition Program: (A) the approximate date the sales are scheduled to commence; and (B) the amount of Common Stock sought to be disposed of.

(b) Upon receipt of the Notice of Proposed Sale, Company shall have an option to purchase, in the case of a Private Sale, all but not less than all of the Voting Securities proposed to be sold, and in the case of a Market Disposition Program, all, if the Market Disposition Program is a firm commitment public offering, or, if it is not such an offering, any part, of the Common Stock proposed to be disposed of, on the following terms and conditions:

(i) If the option arises in connection with a Private Sale, the purchase price shall be the price specified in the Notice of Proposed Sale.

(ii) If the option arises in connection with a Market Disposition Program, the purchase price per share of Common Stock shall be the Twenty Day Average determined as if the day Dow delivers the Notice of Proposed Sale to Company is the closing date of an issuance of securities by Company in the absence of any public announcement.

(iii) If a majority of the Unaffiliated Directors determine that it is in the best interests of Company to exercise the option, they shall direct Company to send a written notice (the "Notice of Exercise") to Dow within thirty (30) days after the Notice of Proposed Sale is received by Company specifying the number of shares Company is purchasing; provided, however, that in the case of a tender offer, Dow must receive the Notice of Exercise not less than forty-eight (48) hours prior to the earlier of (A) the expiration of the tender offer or (B) any date after which shares tendered may be treated less favorably than shares tendered prior thereto. If approval of such purchase by Company's shareholders is required by law or Company's Restated Certificate of Incorporation, and if the Private Sale is in response to a tender offer, Company shall waive its right of first refusal granted under Section 3.8; otherwise, Company's Notice of Exercise shall be subject to receipt of such shareholder approval,

which Company shall use its best efforts to obtain as soon as possible, and in any event within one hundred twenty (120) days after, the date of the Notice of Exercise. Company's failure to obtain shareholder approval within the one hundred twenty (120) day period shall give Dow the right to proceed with the proposed sale under Section 3.9(c). If such repurchase is subject to shareholder approval, Dow shall vote all its Voting Securities in favor of the purchase.

(iv) Upon Dow's receipt of the Notice of Exercise, there shall be a binding agreement between Dow and Company for the purchase and sale of the number of shares contained in the Notice of Exercise. The closing of the purchase and sale shall occur on the thirtieth Business Day following Dow's receipt of the Notice of Exercise. At the closing Dow will deliver to Company certificates for the Voting Securities to be sold, duly endorsed for transfer or accompanied by a duly executed stock power, and Company will deliver to Dow the purchase price as follows: if Company's purchase is following Dow's proposed Private Sale, Company shall pay Dow the price specified in the Notice of Proposed Sale in the same manner (and the sale shall be upon the same terms) specified therein, and if Company's purchase is following Dow's proposed Market Disposition Program, Company shall pay Dow at the closing for the shares purchased in immediately available funds.

(v) Company may assign its right to purchase the Voting Securities and may designate in the Notice of Exercise one or more Persons to take title to all or any part of the Voting

Securities, but this shall not relieve Company of its obligation to pay the purchase price.

(c) If following receipt of a Notice of Proposed Sale Company fails to give Dow a Notice of Exercise within the prescribed time period, Dow shall be free to effect such sale on the following terms and conditions:

(i) if a Private Sale was proposed, Dow may effect such sale at any time during the period ending one hundred twenty (120) days after the date Company's Notice of Exercise was required to be given, to the Person or Persons specified in the Notice of Proposed Sale for the consideration and on the terms specified in said notice; and

(ii) if a Market Disposition Program was proposed, Dow may effect such sales at any time during the period ending one hundred eighty (180) days after the date Company's Notice of Exercise was required to be given.

(d) If Dow does not make the sales within the time periods provided above, the Voting Securities so proposed to be sold will once again become subject to this Agreement to the same extent as if such sales had not been proposed.

3.10 DOW'S COVENANTS WITH RESPECT TO DISTRIBUTION OF SHARES. In any transaction or transactions under Section 3.2 or 3.3, Dow shall use its best efforts, and shall cause any underwriter involved to use its best efforts, to sell the Common Stock in the United States and in a manner which will effect the broadest possible distribution, with no sales to any one person or group (as defined in the Exchange Act) in excess of 10% of the Common Stock sold in such sale.

3.11 COMPANY'S UNDERTAKING TO FILE REPORTS AND COOPERATE IN RULE 144 TRANSACTIONS. During the term of this Agreement, Company shall use its best efforts to file, on a timely basis, all annual, quarterly and other reports it is required to file

under Sections 13 and 15(d) of the Exchange Act, and the Rules and Regulations of the Commission thereunder, as amended from time to time. In the event of any proposed sales of Common Stock by Dow under Section 3.3, Company shall cooperate with Dow to enable such sales to be made in accordance with applicable laws, rules and regulations, the requirements of Company's transfer agent, and the reasonable requirements of the broker through which the sales are proposed to be executed, and shall, upon request, furnish unlegended certificates representing Common Stock in such numbers and denominations as Dow shall reasonably require for delivery in connection with such sales.

3.12 ALLOWED SALES PURSUANT TO COMPANY REPURCHASE.

(a) In the event that Company agrees to repurchase, redeem or otherwise acquire (collectively, "redeem") any shares of Common Stock from one, some, or all of its shareholders, Company shall transmit to Dow a written notice ("Notice of Proposed Company Purchase") setting forth (i) the number of shares of Common Stock proposed to be redeemed; (ii) the manner in which the redemption is proposed to be made; (iii) the price at which and the material terms upon which such redemption is proposed to be made; and (iv) the approximate date the redemption is scheduled to occur.

(b) Upon receipt of the Notice of Proposed Company Purchase Dow shall have an option to have redeemed by the Company that number of shares of Common Stock determined by multiplying the percentage that Dow's Common Stock Equivalents represents of the Company's outstanding Common Stock Equivalents times the number of shares of Common Stock that Company proposes to redeem from its shareholders other than Dow. Dow's option as specified in the preceding sentence shall be on the following terms and conditions: (i) the purchase price for Dow's shares shall be the same price per share as the price paid to shareholders other than Dow; (ii) all other terms and conditions of the redemption shall be the same as the terms and conditions as the redemption with the shareholders other than Dow; (iii) Dow shall deliver certificates for the Common Stock to be redeemed, duly endorsed for transfer or accompanied by a duly executed stock power; and (iv) the closing of the purchase and sale shall occur on that day scheduled for the redemption of shares of shareholders other than Dow; provided, however, that this Section 3.12 shall not apply with respect to the redemption of up to 1,000,000 shares of Common Stock from Pakhoed during the six (6) months following the Effective Date.

3.13 RIGHTS OF COSALE.

(a) In the event that Company proposes to issue any shares of Common Stock in one or more related transactions, other than a registered public offering described in section 7.3, solely for cash or "Marketable Securities" (which term shall mean any securities which are readily tradable on a recognized exchange, national automated quotation system or regular over-the-counter market and which the Company does not intend to hold for more than one year), Company shall transmit to Dow a Notice of Issue (as defined in section 2.5) setting forth (i) the number of shares of Common Stock proposed to be sold; (ii) the manner in which the sale is proposed to be made; (iii) the price at which and the material terms (including anticipated expenses) upon which such sale is proposed to be made; and (iv) the approximate date the sale is scheduled to occur.

(b) Upon receipt of the Notice of Issue, Dow shall have an option to sell that number of shares of Common Stock determined by multiplying the percentage that

Dow's Common Stock Equivalents represent of the Company's outstanding Common Stock Equivalents times the number of shares of Common Stock that Company proposes to issue, on the following terms and conditions:

(i) The sale price per share will be, and Dow will receive, the price (less expenses of the transaction allocable to Common Stock sold by Dow) specified in the Notice of Issue in the same manner (and the sale shall be upon the same terms) specified therein;

(ii) If Dow determines to exercise the option, it shall send a written notice to Company within fifteen (15) days after the Notice of Issue is received by Dow specifying the number of shares Dow proposes to sell;

(iii) Dow shall execute an agreement for the sale of such shares in form reasonably acceptable to Dow, Company and the purchaser of the Common Stock, and Dow shall deliver certificates for the Common Stock to be sold, duly endorsed for transfer or accompanied by a duly executed stock power, together with such other documents as may be reasonably requested by Company or the purchaser of the Common Stock; and

(iv) The closing of the purchase and sale shall occur on that day scheduled for the issuance of shares by the Company.

ARTICLE IV

LEGENDS AND STOP TRANSFER ORDERS

4.1 PLACEMENT OF LEGENDS AND ENTRY OF TRANSFER ORDERS. Dow agrees:

(a) that, within ten (10) Business Days after its acquisition of any certificates evidencing Voting Securities to submit such certificates to Company for placement on the face thereof the following legends:

"The shares represented by this certificate are subject to the restrictions on disposition set forth in and to the other provisions of an Amended and Restated Standstill Agreement dated as of May 13, 1994, between [Company] and [Dow]. Copies of such Agreement are on file at the respective offices of [Company] and [Dow].";

and such additional legends designed to ensure compliance with Federal and State laws as counsel for Company may reasonably request; and

(b) to the entry of stop transfer orders with the transfer agents of any such Voting Securities, against the transfer of such

legended certificates except in compliance with this Agreement.

4.2 REMOVAL OF LEGENDS AND STOP TRANSFER ORDERS. Company agrees that it will, upon receipt of an opinion from its counsel that it is appropriate so to do and upon the presentation to its transfer agent of the certificates containing the legends provided for in Section 4.1(a), remove such legends and withdraw the stop transfer

orders provided for in Section 4.1(b) with respect to such certificates, upon the earlier of the following:

(a) any sale of the shares represented by such certificates made under Section 3.2, 3.3 or 3.4; or

(b) termination of this Agreement.

ARTICLE V

CERTAIN AGREEMENTS OF DOW AND COMPANY

5.1 FUTURE ACTIONS. Dow shall not, unless the prior written consent of the Board (in which a majority of the Unaffiliated Directors shall concur) has been obtained, and then only to the extent express written consent has been obtained:

(a) at any time before the expiration of five (5) years after the Effective Date, solicit proxies or become a "participant" in a "solicitation" (as such terms are defined in Regulation 14A under the Exchange Act) in opposition to the recommendation of the majority of the directors on the Board with respect to any matter, provided that this provision shall not apply if Pakhoed is not at such time subject to substantially the same restriction; or

(b) deposit any Voting Securities in a voting trust or subject them to a voting agreement or other arrangement of similar effect; provided, however, that nothing in this Section 5.1 shall preclude Dow from so depositing any Voting Securities if such trust, agreement or arrangement is, and continues to be during the term of this Agreement, solely by and among Dow and Dow Affiliates; or

(c) join a partnership, limited partnership, syndicate or other group for the purpose of acquiring, holding or disposing of Voting Securities within the meaning of Section 13(d) of the Exchange Act; or

(d) induce or attempt to induce any other Person to initiate a tender offer for any securities of Company, or to effect any change of control of Company, or take any action for the purpose of convening a stockholders' meeting of Company; or

(e) acquire, by purchase or otherwise, more than 1% of any class of equity securities of any entity which, prior to the time Dow acquires more than 1% of such class, is publicly disclosed (by filing with the Commission or otherwise) to be the beneficial owner of more than 5% of any class of the Voting Securities; provided, that if Dow owns in the aggregate in excess of 1% of any such entity, it shall divest such excess within seven (7) days of acquiring such excess, and, provided further, that upon being notified by Company in writing that an entity owns in excess of 5% of any class of the Voting Securities, Dow shall affirm in writing to Company that Dow does not own, in the aggregate, more than 1% of any class of equity securities of such Person.

5.2 ACQUISITIONS AND TRANSFERS IN CONTRAVENTION OF AGREEMENT. Notwithstanding Company's rights to seek injunctions or other relief, any Voting Securities acquired or transferred by Dow or contravention of this Agreement may not be voted on any matter on which shareholders of Company are entitled to vote.

5.3 COMPANY'S ISSUANCE OF SECURITIES. During the term of this Agreement, Company shall not issue any security (including without limitation any Voting Security) which provides the holder(s) thereof with any extraordinary or special voting rights or any right to veto any action of Company, unless such issuance is approved in advance by a not less than eighty percent (80%) vote of the Board. Further, Company shall not consider or approve any such issuance prior to the Effective Date.

5.4 RESTRICTIONS ON CONVERSION OF SERIES A PREFERRED STOCK. The Company agrees that it will not, without Dow's written consent, require, as permitted by a Certificate of Designation, the conversion to Common Stock of Series A Preferred Stock owned by Dow if such conversion would cause Dow's ownership of Common Stock Equivalents to exceed 19.9%.

ARTICLE VI

BOARD OF DIRECTORS

6.1 SIZE OF BOARD. If Dow so elects, on or before the Effective Date, Company shall make its best efforts to create, by requesting one or more members of the Board to resign, a vacancy on the Board and appoint, effective as of the Effective Date, or as soon thereafter as possible, an additional individual designated by Dow to serve as a member of the Board. The parties agree the size of the Board shall remain at twelve or such other number as may be acceptable to Dow and Pakhoed.

6.2 TERMS. The Dow Affiliated Director appointed pursuant to

Section 6.1 shall have an initial term equal to the unexpired term of the director who resigned pursuant to Section 6.1. After the initial term of any Affiliated Director expires, his or her successor shall serve a term of three (3) years as provided in the Restated Certificate of Incorporation of Company.

6.3 PROPORTIONAL REPRESENTATION.

(a) If Dow so elects, Company shall cause representatives designated by Dow to be nominated for election to the Board so as to provide Dow with representation on the Board proportionate to its share ownership of Common Stock Equivalents rounded down to the nearest whole number. With respect to committees of the Board, Dow shall be entitled to be represented on any committee with respect to which Dow requests representation.

(b) Dow shall vote its shares of Common Stock so as to provide other Company shareholders with corresponding proportionate representation. If, pursuant to the Restated Certificate of Incorporation of Company, cumulative voting for the election of Company directors is required, Dow may initially vote its shares to ensure that its then proportionate number of Dow Affiliated Directors are elected. Dow agrees that, once its proportionate number of Dow Affiliated Directors are elected, Dow shall vote its shares of Common Stock so as to elect persons to the Board who have been designated by the Unaffiliated Directors.

(c) Company shall use its best efforts to cause a change in Board representation to be effected as soon as reasonably possible following a change in Dow's share ownership. At Dow's request Company shall cause such change to occur at the first Board meeting to be held following a change in Dow's share ownership, which

meeting shall be held not more than ninety (90) days following the change in Dow's share ownership. Company may effect changes in Board representation by increase in the size of the Board or by resignations or retirements of Board members. Notwithstanding the foregoing, Dow's right to proportional Board representation shall not cause the number of Dow Affiliated Directors to (i) decrease during the one year period during which Company has the right to purchase Voting Securities under Section 2.5(a), or (ii) increase beyond 27% during the six month period during which Company has the right to purchase Voting Securities under Section 2.7(b)

6.4 PUBLIC POLICY COMMITTEE.

(a) Company shall cause the Public Policy Committee of the Board to be continued during the term of this Agreement. The Public Policy Committee shall be responsible to audit and recommend to the Board policies with respect to Company health and safety, environmental, insurance and real estate affairs. The Committee's

activities will include performing audits of and making recommendations concerning existing and proposed Company real property sites and insurance coverage, consultation concerning budgets within the areas of the Committee's responsibility, and review of approved lists of legal and other consultants to provide services to Company in the areas of the Committee's responsibility. Meetings of the Public Policy Committee shall be called on notice by any member of the Committee, by the Chairman of the Board, and/or by the Senior Vice President with responsibility for environmental policy issues. The Chief Executive Officer shall be a member of the Committee.

(b) Company shall continue during the term of this Agreement to assign responsibility for environmental policies to a Senior Vice Presidents or other comparable senior position and title. The Senior Vice President shall be responsible for the health, safety and environmental affairs of Company. The Senior Vice President shall report to Company's Chief Executive Officer.

ARTICLE VII

REGISTRATION RIGHTS

7.1 DURATION OF REGISTRATION RIGHTS. Dow's rights to have Company register shares of Common Stock provided in this Article VII shall terminate upon termination of this Agreement. Rights of a Holder other than Dow to have Company register shares of Common Stock provided in this Article VII shall terminate two (2) years after Holder acquired its Common Stock and shall survive termination of this Agreement during such two year period.

7.2 DEMAND REGISTRATION COVENANT.

(a) If a Holder requests in writing that Company register under the Act any Common Stock then owned by Holder, Company will use its best efforts to cause the offering and sale to be registered as soon as reasonably practicable. In connection therewith Company shall prepare and file a registration statement under the Act on such form as Company shall determine to be appropriate; provided, however, that Company shall not be obligated to file more than two registration statements pursuant to this Section 7.2 during any 12-month period. The request shall specify the amount of Common Stock intended to be offered and sold, shall express Holder's present intent to offer such Common Stock for distribution, shall describe the nature or method of the proposed offer and sale, and shall contain the undertaking of Holder to comply with all applicable requirements of this Article VII.

(b) Upon receipt of a request for registration under Section 7.2, Company will promptly give notice to all Holders other than those initiating the request and provide a reasonable opportunity for such Holders to participate in such registration. Any such other

Holder must notify Company in writing of its desire to participate, within thirty (30) days of receipt of Company's notice.

(c) Any request for registration under Section 7.2 must be for a firm commitment public offering to be managed by one or more underwriters selected pursuant to Section 7.5(c). If, in the written opinion of the underwriters, marketing factors require a limitation of the number of shares to be underwritten, and if the total amount of securities that Holders (initiating and non-initiating) request pursuant to Section 7.2 to be included in such offering exceeds the amount of securities that the underwriters reasonably believe compatible with the success of the offering, Company shall only be required to include in the offering the amount of Common Stock that the underwriters believe will not jeopardize the success of the offering, and such amount shall be allocated among such Holders in proportion to the respective amounts of Common Stock proposed to be sold by each of the Holders. Any shares of Common Stock that are so excluded from the underwriting shall be excluded from the registration.

(d) If within ninety (90) days after receipt of a request under Section 7.2(a) and any requests under Section 7.2(b) Company shall have obtained (i) from Commission a "no-action" letter in which the Commission has indicated that it will take no action if, without registration under the Act, Holders dispose of the Common Stock covered by the request(s) in the manner proposed or (ii) an opinion of its counsel (concurring in by counsel for the requesting Holder(s)) that no registration under the Act is required, Company need not comply with such request or request(s); provided, however, that receipt of such "no-action" letter or opinion shall not constitute a registration for the purpose of determining Company's obligations to Holders under Section 7.2; and provided, further, that in such event counsel for Company shall opine whether, by reason of the "no-action" letter or otherwise, the removal of any legend from certificates representing all shares to which such "no-action" letter or opinion refers is permissible, and, if so, Company shall remove from such certificates all legends no longer required and shall rescind any stop-transfer instructions previously communicated to its transfer agent relating to such certificates.

7.3 PARTICIPATION REGISTRATION COVENANT. If Company shall propose registration under the Act of an offering of Common Stock, Company shall give prompt written notice of such fact to each Holder and will use all reasonable efforts to cause the registration of such number of shares of Common Stock then owned by Holders as Holders shall request, within fifteen (15) days after receipt of such notice, to be included, upon the same terms (including the method of distribution) of any such offering; provided, however, that (a) Company shall not be required to give notice or include such Common Stock in any such registration if the proposed registration (i) is not a primary registration of securities by Company for its own account,

or (ii) is primarily (A) a registration of a stock option or compensation plan or of securities issued or issuable pursuant to any such plan, or (B) a registration of securities proposed to be issued in exchange for securities or assets of, or in connection with a merger or consolidation with, another corporation; (b) the offering of Common Stock by Holders shall comply with Section 3.10 above; and (c) Company may, in its sole discretion and without the consent of the Holders, withdraw such registration statement and abandon the proposed offering.

7.4 COMPANY'S OBLIGATIONS IN CONNECTION WITH REGISTRATIONS. In connection with any registration of Common Stock undertaken by Company under Article VII, Company shall:

(a) furnish to Holders or their underwriter such copies of any prospectus (including any preliminary prospectus) Holders may reasonably request to effect the offering and sale, but only while Company is required under the provisions hereof to cause the registration statement to remain current;

(b) use its best efforts to qualify the offering under applicable Blue Sky or other state securities laws to enable Holders to offer and sell the Common Stock; provided, however, that Company shall not be obligated to qualify as a foreign corporation to do business under the laws of any jurisdiction in which it is not then qualified or to file any general consent to service of process;

(c) furnish Holders, at the expense of Company, with unlegended certificates representing ownership of the Common Stock being sold in such numbers and denominations as Holders shall reasonably request, meeting the requirements of the Principal Trading Market;

(d) use its best efforts to cause the registration statement to remain current for thirty (30) days following its effective date or such lesser period as the underwriters may agree; and

(e) instruct the transfer agent(s) and the registrar(s) of Company's securities to release the stop transfer orders with respect to the Common Stock being sold.

7.5 CONDITIONS TO OBLIGATIONS REGISTRATION COVENANTS. Company's obligations to register the Common Stock owned by Holders under Article VII are subject to the following conditions.

(a) Company (upon the decision of a majority of the Unaffiliated Directors) shall be entitled to postpone for up to ninety (90) days the filing of any registration statement under Section 7.2, if at the time it receives the request for registration such Unaffiliated Directors determine, in their reasonable judgment, that

such registration and offering would materially interfere with any financing, acquisition, corporate reorganization or other material transaction involving Company or any of its Affiliates. Company shall promptly give Holders written notice of such determination.

(b) If, in the opinion of Company's Investment Banking Firm, a reduction is desirable in the number of shares of Common Stock offered for sale by the Company and Holders, pursuant to a request for registration under Section 7.3, to permit the orderly distribution and sale of the securities being offered, then Company shall only be required to include in the offering the amount of Common Stock that the underwriters believe will not jeopardize the success of the offering, which shares will be allocated among the Company, Dow and Holders as follows: First to be included shall be Common Stock owned by Dow equal to the total number of shares to be included in the offering multiplied by Dow's then current ownership percentage of Common Stock Equivalents; Second to be included shall be the number of shares requested by the Company to be included in the offering; and Third, with respect to any shares remaining to be included in the offering (if any), there shall be included that number of shares of each Holder (including Dow) multiplied by a fraction, the numerator of which is each

Holder's percentage of Common Stock Equivalents and the denominator of which is the total of all Holders' percentage of Common Stock Equivalents. If Company shall require such a reduction, Holders shall have the right to withdraw from the offering.

(c) If Holders request registration pursuant to Section 7.2, (i) the managing underwriter shall be an Investment Banking Firm selected by the Holders and approved by Company (which approval will not be unreasonably withheld) and (ii) Company will enter into an underwriting agreement containing representations, warranties and agreements not materially different from those customarily included in underwriting agreements with an issuer for a secondary distribution; provided, however, that Company will not be obligated to indemnify the underwriters on terms materially different from those set forth in Section 7.8(a).

(d) Company may require, as a condition to fulfilling its obligations under the registration covenants in Section 7.2 and 7.3, the indemnification agreements provided in Section 7.8(b) from Holders and the underwriters.

(e) It shall be a condition precedent to the obligations of Company to take action pursuant to this Article VII that each Holder whose Common Stock is being registered, and each underwriter designated by such Holder, will furnish to Company such information and materials as Company may reasonably request and as shall be required in connection with the action to be taken by Company. To the extent possible Holders shall provide Company with any information and

materials required to obtain acceleration of the effective date of the registration statement.

(f) If, in the reasonable opinion of counsel to Company it is necessary or appropriate for Company to comply with any applicable rule, regulation, or release promulgated by the Commission, each Holder whose Common Stock is being registered and any underwriter participating in such public offering shall execute and deliver to Company an appropriate agreement, in form satisfactory to counsel for Company, that such Holder or underwriter will comply with all prospectus delivery requirements of the Act and with all antistabilization, manipulation, and similar provisions of Section 10 of the Exchange Act and any rules issued thereunder by the Commission, and will furnish to Company information about sales made in such public offering.

(g) Holders of Common Stock included in the registration statement shall not (until further notice) effect sales thereof after receipt of written notice (which may include notice by telegraph) from Company to suspend sales, to permit Company to correct or update a registration statement or prospectus; provided, however, that the obligations of Company with respect to maintaining any registration statement current and effective shall be extended by a period of days equal to the period such suspension is in effect.

(h) At the end of the period during which Company is obligated to keep any registration statement current and effective (and any extensions thereof required by the preceding paragraph), and upon receipt of notice from Company of its intention to remove from registration the securities covered by such registration statement that remain unsold, Holders of Common Stock included in the registration statement shall discontinue sales of such Common Stock pursuant to such registration statement, and each such Holder shall notify Company of the number of shares registered belonging to such Holder that remain unsold promptly following receipt of such notice from Company.

(i) No Holder shall have any right to take any action to restrain, enjoin, or otherwise delay any registration as the result of any controversy that might arise with respect to the interpretation or implementation of this Article VII.

7.6 EXPENSES.

(a) To the extent the expenses of registration incurred in connection with a demand registration statement pursuant to Section 7.2 exceed the amount which Company would otherwise have incurred in its normal Commission compliance work (which amount Company shall pay), all Holders participating in such registration shall pay all such expenses including, without limitation, all Commission and Blue Sky registration and filing fees, printing expenses, fees and

disbursements of legal counsel for Company and Blue Sky counsel, transfer agents' and registrars' fees, fees and disbursements of experts used by Company in connection with such registration, and expenses incidental to any post-effective amendment to any such registration statement, provided that Company shall pay such expenses if the registration statement is filed on Form S-3 and coordinated with Company's other filings with the Commission so as to avoid the necessity of any amendments to such filings or any special audit by Company's independent auditors. Further, such participating Holders shall pay all underwriting discounts, commissions and expenses, fees and disbursements of their counsel and accountants, and expenses of any special audits of Company incidental to or required in connection with such registration.

(b) In connection with any registration pursuant to Section 7.3, Company shall pay all Commission and Blue Sky registration and filing fees, underwriting discounts, commissions and expenses, printing expenses, fees and disbursements of legal counsel for Company and Blue Sky counsel, transfer agents' and registrars' fees, fees and disbursements of experts used by Company in connection with such registration, expenses of any special audits of Company incidental to or required by such registration, and expenses incidental to any post-effective amendment to any such registration statement, except to the extent the aggregate of such costs exceeds the amount which Company would have expended in conducting an offering of only the shares sold by it, and the participating Holders pro rata shall pay such excess based on the number of shares of Common Stock offered by each pursuant to such registration statement. Such Holders shall pay all expenses directly attributable to the inclusion in the offering of Common Stock being sold by the Holders, including without limitation fees and disbursements of their own counsel and accountants.

7.7 ASSIGNABILITY OF REGISTRATION RIGHTS. The registration rights afforded Dow in this Article VII shall be assignable to a transferee of Common Stock from Dow so long as (i) such transferee has acquired not less than 500,000 shares of Common Stock (as adjusted from time to time to reflect stock splits, stock dividends and similar changes in the capitalization of Company) from Dow, (ii) such transferee has agreed with Company in writing to comply with all applicable provisions of this Article VII, and (iii) Dow has otherwise complied with all provisions of this Agreement which affect its right to sell, transfer or otherwise dispose of shares of Common Stock. For a transfer of registration rights to be effective, Dow shall give Company written notice at the time of such transfer stating the name and address of the transferee and identifying the shares with respect to which the rights under this Article VII are being assigned.

7.8 INDEMNIFICATION.

(a) In the case of each registration effected by Company

pursuant to Section 7.2 or 7.3, to the extent permitted by law Company ("indemnifying party") agrees to indemnify and hold harmless each Holder, its officers and directors, and each underwriter within the meaning of Section 15 of the Act, against any and all losses, claims, damages, liabilities or actions to which they or any of them may become subject under the Act or any other statute or common law, including any amount paid in settlement of any litigation, commenced or threatened, if such settlement is effected with the written consent of Company, and to reimburse them for any legal or other expenses incurred by them in connection with investigating any claims and defending any actions, insofar as any such losses, claims, damages, liabilities or actions arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the registration statement relating to the sale of such shares, or any post-effective amendment thereto, or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus, if used prior to the effective date of such registration statement, or contained in the final prospectus (as amended or supplemented if Company shall have filed with the Commission any amendment thereof or supplement thereto) if used within the period during which Company is required to keep the registration statement to which such prospectus relates current under Section 7.4(d) (including any extensions of such period as provided in Section 7.5(g)), or the omission or alleged omission to state therein (if so used) a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the indemnification agreement contained in this Section 7.8(a) shall not (x) apply to such losses, claims, damages, liabilities or actions arising out of, or based upon, any such untrue statement or alleged untrue statement, or any such omission or alleged omission, if such statement or omission was made in reliance upon and in conformity with information furnished to Company by such Holder or underwriter for use in connection with preparation of the registration statement, any preliminary prospectus or final prospectus contained in the registration statement, or any amendment or supplement thereto, or (y) inure to the benefit of any underwriter or any Person controlling such underwriter, if such underwriter failed to send or give a copy of the final prospectus to the Person asserting the claim at or prior to the written confirmation of the sale of such securities to such Person and if the untrue statement or omission concerned had been corrected in such final prospectus.

(b) In the case of each registration effected by Company pursuant to Section 7.2 or 7.3 above, each Holder and each underwriter of the shares to be registered (each such party and such underwriters being referred to severally as an "indemnifying party") shall agree in the same manner and to the same extent as set forth in Section 7.8(a) to indemnify and hold harmless Company, each Person (if any) who

controls Company within the meaning of Section 15 of the Act, the directors of Company and those officers of Company who shall have signed any such registration statement, with respect to any untrue statement or alleged untrue statement in, or omission or alleged omission from, such registration statement or any post-effective amendment thereto or any preliminary prospectus or final prospectus (as amended or supplemented, if amended or supplemented) contained in such registration statement, if such statement or omission was made in reliance upon and in conformity with information furnished to Company by such indemnifying party for use in connection with the preparation of such registration statement or any preliminary prospectus or final prospectus contained in such registration statement or any such amendment or supplement thereto.

(c) Each indemnified party will, promptly after receipt of written notice of the commencement of an action against such indemnified party in respect of which indemnity may be sought under this Section 7.8, notify the indemnifying party in writing of the commencement thereof. In case any such action shall be brought against any indemnified party and it shall so notify an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and to the extent it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof with counsel satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section 7.8 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. The indemnity agreements in this Section 7.8 shall be in addition to any liabilities which the indemnifying parties may have pursuant to law.

ARTICLE VIII

TERMINATION

8.1 TERMINATION. This Agreement shall terminate upon the earliest to occur of the following:

- (a) Dow's completion of a tender offer in accordance with Section 2.11; or
- (b) the date Dow owns in the aggregate less than five percent (5%) (provided that such percentage shall be ten percent (10%) if the Pakhoed Standstill Agreement is terminated) of the then Common Stock Equivalents; or
- (c) if elected by Dow, exercisable upon delivery of written

notice thereof to Company, upon the failure of Company to comply with its obligations under this Agreement and cure of such failure does not occur within thirty (30) days after Dow gives written notice of such failure to Company; or

(d) if elected by Company, exercisable upon delivery of written notice thereof to the Dow, upon the failure of Dow to comply with its obligations under this Agreement and cure of such failure does not occur within thirty (30) days after Company gives written notice of such failure to Dow.

8.2 EXTENDED CURE PERIOD. Notwithstanding Sections 8.1(c) and 8.1(d), the parties agree that if the nature of the failure requires that more than thirty (30) days are necessary to cure, this Agreement shall not terminate if the failing party commences a cure within the thirty (30) day period and thereafter continuously and diligently pursues all steps necessary to cure the failure up to and including completion of the cure; provided, however, that this Section 8.2 shall not apply to Company's failure to sell at the time provided shares of Common Stock to Dow under Section 2.4 or 2.6.

8.3 TERMINATION OF ONE PARTY'S OBLIGATIONS. In lieu of terminating this Agreement upon a breach by the other party under Section 8.1(c) or 8.1(d), the party not in breach may notify the other that, upon expiration of said notice period (subject to

Section 8.2), all rights of the defaulting party hereunder shall cease but all of the defaulting party's obligations hereunder shall continue in full force and effect.

ARTICLE IX

REPRESENTATIONS AND WARRANTIES

9.1 OF COMPANY. Company hereby represents and warrants to Dow as follows:

(a) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, with corporate power to own its properties and to conduct its business as now conducted.

(b) The authorized capital stock of Company consists of (i) 40,000,000 shares of Common Stock, as of April 1, 1994, 19,648,273 shares were validly issued and outstanding, fully paid and nonassessable and 2,370,229 shares were held in the Company's treasury, and (ii) 750,000 series preferred shares, no par value, of which, at the date of this Agreement, no shares were issued and outstanding, and Series A Preferred Stock is the only series which has been designated. In addition, as of April 1, 1994, approximately

1,045,774 shares of Common Stock (including authorized but unissued shares and treasury shares) were reserved for issuance pursuant to presently existing options under currently existing stock option plans. There are outstanding no other options, warrants, rights or convertible securities providing for the issuance of Company capital stock, except for rights conferred upon Pakhoed pursuant to the Pakhoed Standstill Agreement.

(c) Company has full legal right, power and authority to enter into and perform this Agreement, and the execution and delivery of this Agreement by Company and the consummation of the transactions contemplated hereby have been duly authorized by the Board and require no other Board or stockholder action. This Agreement constitutes a valid and binding agreement of Company. Neither this Agreement nor the performance of this Agreement by Company or Dow violate Company's Restated Certificate of Incorporation.

9.2 OF DOW. Dow hereby represents and warrants to Company as follows: (a) Dow is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware, with corporate power to own its properties and to conduct its business as now conducted, (b) it has full legal right, power and authority to enter into and perform this Agreement, and the execution and delivery of this Agreement by it and the consummation of the transactions contemplated hereby have been duly authorized by its Board of Directors and require no other Board of Directors or stockholder action. This Agreement constitutes a valid and binding agreement of Dow.

ARTICLE X

MISCELLANEOUS

10.1 SPECIFIC ENFORCEMENT. The parties hereto acknowledge and agree that each would be irreparably damaged if any of the provisions of this Agreement are not performed by the other in accordance with their specific terms or are otherwise breached. It is accordingly agreed that each party shall be entitled to an injunction

or injunctions to prevent breaches of this Agreement by the other and to enforce this Agreement and the terms and provisions hereof specifically against the other in any action instituted in the United States District Court for the Western District of Washington, in addition to any other remedy to which such aggrieved party may be entitled at law or in equity. Company and Dow each consents to personal jurisdiction in any such action brought in the United States District Court for the Western District of Washington.

10.2 SEVERABILITY. If any term or provision of this Agreement is held by a court of competent jurisdiction or other authority to be

or at such other address as the intended recipient previously shall have designated by written notice to the other parties. Notice by courier mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent. All notices and other communications required or contemplated by this Agreement delivered in person or sent by facsimile shall be deemed to have been delivered to and received by the addressee and shall be effective on the date of personal delivery or on the date sent, respectively. Notice not given in writing shall be effective only if acknowledged in writing by a duly authorized representative of the party to whom it was given.

10.7 ATTORNEYS' FEES. If any action or proceeding shall be commenced to enforce this Agreement or any right arising in connection with this Agreement, the prevailing party in such action or proceeding shall be entitled to recover from the other party the reasonable attorneys' fees, costs and expenses incurred by such prevailing party in connection with such action or proceeding.

10.8 INTEGRATION. This Agreement contains the entire understanding of the parties with respect to its subject matter. There are no restrictions, agreements, promises, warranties, covenants or undertakings other than those expressly set forth herein with respect to any matter.

10.9 WAIVERS. No failure or delay on the part of either party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

10.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the substantive law of the State of Washington without giving effect to the principles of conflict of laws.

10.11 COUNTERPARTS. This Agreement may be executed, in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

10.12 COOPERATION. The parties hereto shall each perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

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

UNIVAR CORPORATION

BY: /S/ JAMES W. BERNARD

ITS: President And Chief Executive Officer

THE DOW CHEMICAL COMPANY

BY: /S/ ENRIQUE SOSA

ITS: Senior Vice President

EXHIBIT A

LIST OF CORE SHAREHOLDERS NAMES	NUMBER OF SHARES OWNED
James W. & Maureen Bernard	186,386*
Richard E. and Gail J. Engebrecht	71,000
Milton M. and Lorraine D. Harris	197,534
Curtis P. & Mary B. Lindley	214,804
N. Stewart & Carol Rogers	303,019
Robert S. & Gloria D. Rogers	237,234
James H. & Ann R. Wiborg	475,011

* Includes stock options exercisable as of April 1, 1994 and UniSaver Plan (401(k)) shares as of December 31, 1993.

Terms and Conditions of Series A Preferred Stock

CERTIFICATE OF DESIGNATION
OF
SERIES A JUNIOR PARTICIPATING CONVERTIBLE PREFERRED STOCK
OF
UNIVAR CORPORATION

(Pursuant to Section 151 of the
Delaware General Corporation Law)

Univar Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), hereby certifies that the following resolution was adopted by the Board of Directors of the Corporation as required by Section 151 of the Delaware General Corporation Law at a meeting duly called and held on April 13, 1994:

RESOLVED, that pursuant to the authority granted to and vested in the Board of Directors of this Corporation (the "Board of Directors" or the "Board") in accordance with the provisions of the Restated Certificate of Incorporation, as amended, the Board of Directors hereby creates a series of Preferred Stock, without par value, of the Corporation and hereby states the designation and number of shares, and fixes the relative rights, preferences, and limitations thereof (in addition to any provisions set forth in the Restated Certificate of Incorporation of the Corporation, which are applicable to the Preferred Stock of all classes and series) as follows:

1. DESIGNATION AND AMOUNT. The shares of such series shall be designated as "Series A Junior Participating Convertible Preferred Stock" (the "Series A Preferred Stock") and the number of shares constituting the Series A Preferred Stock shall be 105,000. Such number of shares may be increased or decreased by resolution of the Board of Directors; provided, that no decrease shall reduce the number of shares of Series A Preferred Stock to a number less than the number of shares then outstanding plus the number of shares reserved for issuance upon the exercise of any outstanding options, rights, or warrants.

2. DIVIDENDS AND DISTRIBUTIONS.

2.1 Subject to the prior and superior rights of the holders of any shares of any series of Preferred Stock or any similar stock ranking prior and superior to the Series A Preferred Stock with respect to dividends, the holders of shares of Series A Preferred Stock, in preference to the holders of any stock ranking junior to the Series A Preferred Stock but on a parity with the holders of Common Stock, \$0.33-1/3 par value (the "Common Stock"), shall be entitled to receive, when, as and if paid by the Corporation out of funds legally available for the purpose, dividends or other distributions equal to five (5) times the aggregate per share amount of all dividends or other distributions paid with respect to the Common Stock of the Corporation, other than a dividend payable in shares of Common Stock or a subdivision of the outstanding shares of Common Stock (by reclassification or otherwise). In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise) into a greater or lesser number of shares of Common Stock, then in each such case the amount of such dividend or distribution to which holders of shares of Series A Preferred Stock were entitled immediately prior to such event under the preceding sentence shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

2.2 The Corporation shall declare a dividend or distribution on the Series A Preferred Stock as provided in subsection 2.1 of this Section at the same time it declares a dividend or distribution on the Common Stock (other than a dividend payable in shares of Common Stock).

2.3 The Board of Directors may fix a record date for the determination of holders of shares of Series A Preferred Stock entitled to receive payment of a dividend or distribution declared thereon, which record date shall be not more than 60 days prior to the date fixed for the payment thereof.

3. VOTING. The shares of Series A Preferred Stock shall not have any voting powers, either general or special, except that the consent of the holders of at least a majority of all of the shares of Series A Preferred Stock at the time outstanding, given in person or by proxy, shall be necessary for authorizing, effecting or validating the amendment, alteration or repeal of any of the provisions of the Restated Certificate of Incorporation or of any certificate amendatory thereof or supplemental thereto (including any Certificate of Designation or any similar document relating to any series of Preferred Stock) so as to affect adversely the powers, preferences, or rights, of Series A Preferred Stock. An increase of

the authorized amount of Common Stock or the Preferred Stock, or the creation or authorization of any shares of any other class of stock of the Corporation ranking prior to or on a parity with the shares of Series A Preferred Stock as to dividends or upon liquidation, dissolution, or winding up, or the reclassification of any authorized stock of the Corporation into any such prior or parity shares, or the creation or authorization of any obligation or security convertible into or evidencing the right to purchase any such prior or parity shares shall not be deemed to affect adversely the powers, preferences, or rights of Series A Preferred Stock.

4. CERTAIN RESTRICTIONS. Whenever dividends or distributions payable on the Series A Preferred Stock as provided in Section 2 are in arrears, thereafter and until all accrued and unpaid dividends and distributions, whether or not declared, on shares of Series A Preferred Stock outstanding shall have been paid in full, the Corporation shall not:

4.1 declare or pay any dividends, or make any other distributions, on any shares of stock ranking junior (either as to dividends or upon liquidation, dissolution, or winding up) to the Series A Preferred Stock;

4.2 declare or pay dividends, or make any other distributions, on any shares of stock ranking on a parity (either as to dividends or upon liquidation, dissolution, or winding up) with the Series A Preferred Stock except dividends paid ratably on the Series A Preferred Stock and all such parity stock on which dividends are payable or in arrears in proportion to the total amounts to which the holders of all such shares are then entitled; or

4.3 redeem or purchase or otherwise acquire for consideration shares of any stock ranking junior (either as to dividends or upon liquidation, dissolution, or winding up) to the Series A Preferred Stock, provided that the Corporation may at any time redeem, purchase or otherwise acquire shares of any such junior stock in exchange for shares of any stock of the Corporation ranking junior (either as to dividends or upon dissolution, liquidation or winding up) to the Series A Preferred Stock.

5. CONVERSION. Each share of the Series A Preferred Stock may be converted at any time, at the option of the holder thereof, into shares of Common Stock of the Corporation, on the terms and conditions set forth below in this Section 5. Further, each share of the Series A Preferred Stock may be converted at any time after the expiration of three years from the date of issuance of the Series A Preferred Stock, at the option of the Corporation, into shares of Common Stock of the Corporation, on the terms and conditions set forth below in this Section 5.

5.1 Subject to the provisions for adjustment hereinafter set forth, each share of the Series A Preferred Stock shall be convertible at the option of the holder thereof, or, as set forth in the preceding paragraph, at the option of the Corporation, in the manner hereinafter set forth, into five (5) fully paid and non assessable shares of Common Stock of the Corporation;

5.2 The number of shares of Common Stock into which each share of the Series A Preferred Stock is convertible as set forth in subsection 5.1 shall be adjusted from time to time as follows:

5.2.1 In case the Corporation shall at any time or from time to time declare or pay any dividend on its Common Stock payable in its Common Stock or effect a subdivision of the outstanding shares of its Common Stock into a greater number of shares of Common Stock (by reclassification or otherwise than payment of a dividend in its Common Stock), then, and in each such case, the number of shares of Common Stock into which each share of the Series A Preferred Stock is convertible shall be adjusted so that the holder of each share thereof shall be entitled to receive, upon the conversion thereof, the number of shares of Common Stock determined by multiplying (a) the number of shares of Common Stock into which such share was convertible immediately prior to the occurrence of such event by (b) a fraction, the numerator of which is the sum of (I) the number of shares of Common Stock into which such shares was convertible immediately prior to the occurrence of such event plus (II) the number of shares of Common Stock which such holder would have been entitled to receive in connection with the occurrence of such event had such share been converted immediately prior thereto, and the denominator of which is the number of shares of Common Stock into which such shares was convertible immediately prior to the occurrence of such event. An adjustment made pursuant to this subsection 5.2.1 shall become effective (a) in the case of any such dividend, immediately after the close of business on the record date for the determination of holders of Common Stock entitled to receive such dividend, or (b) in the case of any such subdivision, at the close of business on the day immediately prior to the day upon which such corporate action becomes effective;

5.2.2 In case the Corporation at any time or from time to time shall combine or consolidate the outstanding shares of its Common Stock into a lesser number of shares of Common Stock, by reclassification or otherwise, then, and in each such case, the number of shares of Common Stock into which each share of the Series A Preferred Stock is convertible shall be adjusted so that the holder of each share thereof shall be entitled to receive, upon the conversion thereof, the number of shares of Common Stock determined by multiplying (a) the number of shares of Common Stock into which such share was convertible immediately prior to the occurrence of such event by (b) a fraction, the numerator of which is the number of shares which the holder would have owned after giving effect to

such event had such share been converted immediately prior to the occurrence of such event and the denominator of which is the number of Common Shares into which such share was convertible immediately prior to the occurrence of such event. An adjustment made pursuant to this subsection 5.2.2 shall become effective at the close of

business on the day immediately prior to the day upon which such corporate action becomes effective; and

5.2.3 In case the Corporation at any time or from time to time shall issue rights or warrants to all holders of shares of its Common Stock entitling them (for a period expiring within 45 calendar days after the date of issuance) to subscribe for or purchase shares of its Common Stock (or securities convertible into its Common Stock) at a price per share (or having a conversion price per share) less than the Current Market Price (as defined in subsection 5.3 below) per share of Common Stock on the record date fixed for the determination of shareholders entitled to receive such right or warrant, then, and in each such case (unless the holders of shares of the Series A Preferred Stock shall be permitted to subscribe for or purchase shares of Common Stock on the same basis as though such shares of the Series A Preferred Stock had been converted into shares of Common Stock immediately prior to the close of business on such record date), the number of shares of Common Stock into which each share of the Series A Preferred Stock is convertible shall be adjusted so that the holder of each share thereof shall be entitled to receive, upon the conversion thereof, the number of shares of Common Stock determined by multiplying (a) the number of shares of Common Stock into which such share was convertible immediately prior to such event by (b) a fraction, the numerator of which shall be the sum of (I) the number of shares of Common Stock outstanding on such record date plus (II) the number of additional shares of Common Stock offered for subscription or purchase, and the denominator of which shall be the sum of (I) the number of shares of Common Stock outstanding on such record date plus (II) the number of shares of Common Stock which the aggregate consideration receivable by the Corporation for the total number of shares of Common Stock so offered would purchase at such Current Market Price on such record date. For purposes of this subsection 5.2.3, the aggregate consideration receivable by the Corporation in connection with the issuance of rights or warrants to subscribe for or purchase securities convertible into Common Stock shall be deemed to be equal to the sum of the aggregate offering price of such securities plus the minimum aggregate amount, if any, payable upon conversion of such securities into shares of Common Stock. An adjustment made pursuant to this subsection 5.2.3 shall be made upon the issuance of any such rights or warrants and shall be effective retroactively immediately after the close of business as of the record date fixed for the determination of shareholders entitled to receive such rights or warrants. For purposes of this subsection 5.2.3, the granting of the right to purchase Common Stock (whether treasury shares or newly

issued shares) pursuant to any plan providing for the reinvestment of dividends or interest payable on securities of the Corporation, and the investment of additional optional amounts, in shares of Common Stock, in any such case at a price per share of not less than 95% of the current market price (determined as provided in such plans) per share of Common Stock, shall not be deemed to constitute an issue of rights or warrants by the Corporation within the meaning of this subsection).

5.3 The term "Current Market Price" shall mean, as applied to any class of stock on any date, the average of the daily "Closing Prices" (as hereinafter defined) for the twenty (20) consecutive "Trading Days" (as hereinafter defined) immediately prior to the date in question; provided, however, that in the event that the Current Market Price per share of Common Stock is determined during a period following the announcement by the Corporation of a dividend or distribution on its Common Stock payable in shares of its Common Stock or securities convertible into shares of its Common Stock, and prior to the expiration of thirty Trading Days after the ex-dividend date for such dividend or distribution, then, and in each such case, the Current Market Price shall be appropriately adjusted to reflect the Current Market Price per Common Stock equivalent. The term "Closing Price" on any day shall mean the last sales price, regular way, per share of such stock on such day, or, if no such sale takes place on such day, the average of the closing bid and asked prices, regular way, as reported in the principal consolidated transaction reporting system with respect to securities listed or admitted to trading on the New York Stock Exchange or, if shares of such stock are not listed or admitted to trading on the New York Stock Exchange, as reported in the principal consolidated transaction reporting system with respect to securities listed on the principal national securities exchange on which the shares of such stock are listed or admitted to trading or, if the shares of such stock are not listed or admitted to trading on any national securities exchange, as reported by the National Association of Securities Dealers Inc.'s Automated Quotation System. The term "Trading Day" shall mean a day on which the principal national securities exchange on which shares of such stock are listed or admitted to trading is open for the transaction of business or, if the shares of such stock are not listed or Thursday or Friday on which banking institutions in the Borough of Manhattan, City and State of New York, are not authorized or obligated by law or executive order to close;

5.4 The holder of any shares of the Series A Preferred Stock may exercise his option to convert such shares into shares of Common Stock by surrendering for such purpose to the Corporation, at its principal office or at such other office or agency maintained by the Corporation for that purpose, a certificate or certificates representing the shares of Series A Preferred Stock to be converted accompanied by a written notice stating that such holder elects to convert all or a specified whole number of such shares in accordance

with the provisions of this Section 5. Such notice shall be accompanied by payment of all transfer taxes payable upon the issuance of shares of Common Stock, provided that in no event shall a certificate of Common Stock be issued in contravention of Section 6 or any agreement between the Corporation and the holder. As promptly as practicable, and in any event within five business days after the surrender of such certificates and the receipt of such notice relating thereto and, if applicable, payment of all transfer taxes, the Corporation shall deliver or cause to be delivered (i) certificates representing the number of validly issued, fully paid and non assessable shares of Common Stock of the Corporation to which the holder of the Series A Preferred Stock so converted shall be entitled and (ii) if less than the full number of shares of the Series A Preferred Stock evidenced by the surrendered certificate or certificates are being converted, a new certificate or certificates, of like tenor, for the number of shares evidenced by such surrendered certificate or certificates less the number of shares converted. Such conversions shall be deemed to have been made at the close of business on the date of giving of such notice and of such surrender of the certificate or certificates representing the shares of the Series A Preferred Stock to be converted so that the rights of the holder thereof shall cease except for the right to receive Common Stock of the Corporation in accordance herewith, and the converting holder shall be treated for all purposes as having become the record holder of such Common Stock of the Corporation at such time;

5.5 Upon conversion of any shares of the Series A Preferred Stock, the holder thereof, after such conversion, shall not be entitled to receive any accumulated, accrued or unpaid dividends in respect of the shares so converted, provided that such holder shall be entitled to receive any dividends on such shares of the Series A Preferred Stock declared prior to such conversion if such holder held such shares on the record date fixed for the determination of holders of the Series A Preferred Stock entitled to receive payment of such dividend;

5.6 In connection with the conversion of any shares of the Series A Preferred Stock, no fractions of shares of Common Stock shall be issued, but the Corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to the market value of such fractional interest. In such event, the market value of a share of Common Stock of the Corporation shall be the Closing Price (as defined in section 5.3) of such shares on the last business day on which such shares were traded immediately preceding the date upon which such shares of Series A Stock are deemed to have been converted; and

5.7 The Corporation shall at all times reserve and keep available out of its authorized Common Stock the full number of shares of Common Stock of the Corporation issuable upon the conversion of all outstanding shares of the Series A Preferred Stock.

6. RESTRICTIONS ON TRANSFER. NO SHARES OF SERIES A PREFERRED STOCK SHALL BE SOLD, ASSIGNED, ALIENATED, PLEDGED, HYPOTHECATED, TRANSFERRED OR OTHERWISE DISPOSED OF WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CORPORATION. THE HOLDER, IN ACCEPTING SHARES OF SERIES A PREFERRED STOCK, ACKNOWLEDGES THAT CONVERSION PURSUANT TO SECTION 5 IS A PREREQUISITE TO ANY TRANSFER OF ANY BENEFICIAL INTEREST IN SUCH SHARES. EACH CERTIFICATE OF SERIES A PREFERRED STOCK SHALL BEAR A LEGEND SETTING FORTH THIS RESTRICTION.

7. REACQUIRED SHARES. Any shares of Series A Preferred Stock purchased or otherwise acquired by the Corporation in any manner whatsoever shall be retired and canceled promptly after the acquisition thereof. The Corporation shall cause all such shares upon their cancellation to become authorized but unissued shares of Preferred Stock which may be reissued as part of a new series of Preferred Stock subject to the conditions and restrictions on issuance set forth herein, in the Restated Certificate of Incorporation, in any other Certificate of Designation establishing a series of Preferred Stock or any similar stock, or as otherwise required by law.

8. LIQUIDATION, DISSOLUTION, OR WINDING UP. Upon any liquidation, dissolution, or winding up of the Corporation, the Series A Preferred Shares shall not be entitled to any preference over the Company's Common Stock with respect to distributions of the assets of the Company.

9. CONSOLIDATION, MERGER, ETC. In case the Corporation shall enter into any consolidation, merger, combination, or other transaction in which the shares of Common Stock are exchanged for or changed into other stock or securities, cash and/or any other property payable in kind, then in any such case, each share of Series A Preferred Stock shall at the same time be similarly exchanged or changed into an amount per share, subject to the provision for adjustment hereinafter set forth, equal to five (5) times the aggregate amount of stock, securities, cash, and/or any other property (payable in kind), as the case may be, into which or for which each share of Common Stock is changed or exchanged. In the event the Corporation shall at any time declare or pay any dividend on the Common Stock payable in shares of Common Stock, or effect a subdivision or combination or consolidation of the outstanding shares of Common Stock (by reclassification or otherwise than by payment of a dividend in shares of Common Stock) into a greater or lesser number of shares of Common Stock, then in each such case the amount set forth in the preceding sentence with respect to the exchange or change of shares of Series A Preferred Stock shall be adjusted by multiplying such amount by a fraction, the numerator of which is the number of shares of Common Stock outstanding immediately after such event and the denominator of which is the number of shares of Common Stock that were outstanding immediately prior to such event.

10. REDEMPTION. The shares of Series A Preferred Stock may be redeemed in whole or in part by the Corporation at any time after issuance for an amount equal to the issue price, plus any accrued and unpaid dividends.

11. RANK. The Series A Preferred Stock shall rank junior with respect to the payment of dividends and the distribution of assets to all series of the Corporation's Preferred Stock or any similar stock that specifically provide that they shall rank prior to the Series A Preferred Stock. Nothing herein shall preclude the Board from creating any series of Preferred Stock or any similar stock ranking on a parity with or prior to the Series A Preferred Stock as to the payment of dividends or the distribution of assets upon liquidation, dissolution, or winding up.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be executed in its name by the undersigned, thereunto duly authorized, this 13th day of April, 1994.

UNIVAR CORPORATION

By: /S/ James W. Bernard

Title: President

ATTEST:

/s/ William A. Butler
Corporate Secretary