

MEMORANDUM OF AGREEMENT

LAND LEASE

**THE UNIVERSITY OF PUERTO RICO
MAYAGÜEZ CAMPUS
AGRICULTURAL EXPERIMENT STATION (AES)
(FINCA MONTAÑA)
AND
MONSANTO CARIBE, LLC**

AS THE FIRST PARTY: THE UNIVERSITY OF PUERTO RICO, MAYAGÜEZ CAMPUS, ACTING THROUGH THE AGRICULTURAL EXPERIMENT STATION, represented by its Acting Chancellor, Prof. Lucas N. Avilés Rodríguez,

("UNIVERSITY").

AS THE SECOND PARTY: MONSANTO CARIBE, LLC, represented by its Authorized Representative Juan Santiago Cabán, Station Manager,

("MONSANTO").

BOTH PARTIES CONCUR

WHEREAS: THE UNIVERSITY in exercise of the duties and powers conferred upon the Law of the University of Puerto Rico, established by UNIVERSITY Rules and regulations, approved January 20, 1966, has vested interests in cooperating with MONSANTO in conducting certain field trials.

WHEREAS: MONSANTO is the developer and owner of certain corn hybrids and soybeans including lines of genetically transformed seeds that are regulated by the United States Department of Agriculture ("USDA") and/or the United States Environmental Protection Agency ("EPA"); MONSANTO wishes to plant a number of its corn and soybean seeds on land owned or farmed by UNIVERSITY for the purpose of conducting certain field trials; and UNIVERSITY wishes to cooperate with MONSANTO in conducting these field trials.

THUS BOTH PARTIES AGREE

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1. The UNIVERSITY has duly ownership over land in the Municipality of Aguadilla known as Finca Montaña.
 2. MONSANTO has expressed its interest in continuing a Land Lease with the UNIVERSITY within Finca Montaña.
 3. Both parties agree to enter a contract for the period of five years ("Lease Period") commencing on _____2013 ending on _____2018. During the Lease Period, the UNIVERSITY will make available to Monsanto an area of land of approximately 100 acres at the Montana Experiment Station for Monsanto's exclusive use in establishing certain field

trials, such land to be located at the following GPS Coordinates: 18.477333° -67.117933°; 18.480303° -67.108223°; 18.475877° -67.105646°; and 18.471783° -67.114870° (“Acreage”), which Acreage is depicted on Exhibit A attached hereto and incorporated herein by this reference. The fee for the Acreage is established at \$1,000.00/acre per year for a total of \$100,000.00 per year for the first three years of the Lease Period. If the fee is not renegotiated for the fourth and fifth year and agreed upon in writing by both parties before July 15, 2016, the fee will remain \$100,000.00 per year for fourth and fifth years of the Lease Period. The lease fee is due within fifteen days (15) at the beginning of each contractual year. The fees shall be paid by check to the address indicated in Terms and Conditions No. 18. to be deposited in account 106080814.

4. Definitions.

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- a. “Developmental Corn” means a corn line or hybrid being developed by Monsanto whether genetically transformed (commonly referred to as “transgenic corn”) or not, and including seed and all plant tissue.
 - b. “Developmental Soybean” means a soybean line being developed by Monsanto whether genetically transformed (commonly referred to as “transgenic soybean”) or not, and including seed and all plant tissue.
 - c. “Regulatory Compliance Requirements” means requirements of the USDA, Animal Plant and Health Inspection Service (“APHIS”) and/or the EPA regulating the planting and growing of transgenic Developmental Corn and/or Developmental Soybean on the Acreage. Such requirements include, but are not limited to, shipping, maintenance at a destination, preventing persistence in the environment, preventing inadvertent mixing of materials in environmental releases, devitalization and post harvest monitoring for volunteer plants as well as certain more stringent requirements of Monsanto, including but not limited to, shipping materials used in field trials of Monsanto’s transgenic Developmental Corn and/or Developmental Soybean. UNIVERSITY acknowledges and agrees that UNIVERSITY’S requirements described in Section 4 (“UNIVERSITY’S Requirements”) are critical and a condition precedent to Monsanto’s ability to meet the Regulatory Compliance Requirements and entering into this Agreement.
 - d. “Regulated Trial Area” means an area defined by Monsanto within the Acreage and planted with Developmental Corn and/or Developmental Soybean, which may be subject to Regulatory Compliance Requirements, and may include non-regulated seed or plant material planted as border rows or for other purposes.

- e. "Buffer Zone" means the minimum distance, within the Acreage that borders the Regulated Trial Area, which clearly separates the Regulated Trial Area from the Corn Isolation Zone, which may be required by Monsanto and which may be subject to Regulatory Compliance Requirements.
- i. "Corn Buffer Zone" means a minimum 15 foot distance within the Acreage that borders the Regulated Trial Area, which clearly separates the Regulated Trial Area from the Corn Isolation Zone, as required by Monsanto, and which may be subject to Regulatory Compliance Requirements.
- ii. "Soybean Buffer Zone" means a minimum 15 foot distance within the Acreage that borders the Regulated Trial Area, which clearly separates the Regulated Trial Area from the Soybean Isolation Zone, as required by Monsanto, and which may be subject to Regulatory Compliance Requirements.
- f. "Corn Isolation Zone" means a 660 foot distance from the Regulated Trial Area, outside the Acreage as identified by Monsanto, that borders the Corn Buffer Zone, and that clearly separates the Corn Buffer Zone from any other corn crop. UNIVERSITY shall not grow or allow anyone else to grow any corn on any land owned or farmed by UNIVERSITY within the Corn Isolation Zone, and UNIVERSITY shall permit Monsanto reasonable access to verify the same. However, UNIVERSITY may plant the Corn Isolation Zone with a crop other than corn, which allows Monsanto to effectively verify that the Corn Isolation Zone has been maintained.
- g. "Volunteer Monitoring Period" means a period of time commencing after harvest that may extend beyond the Lease Period, during which Monsanto shall have access to the Acreage and the Corn Isolation Zone (if applicable) to inspect for Developmental Corn and/or Developmental Soybean volunteers as certain Regulatory Compliance Requirements may require. The Volunteer Monitoring Period typically does not extend beyond 12 months from the harvest of Developmental Corn and/or Developmental Soybean, but may be extended by Monsanto as necessary to comply with USDA and/or EPA requirements by providing prior notice to UNIVERSITY.
5. Prior to the commencement of this Agreement and the activities outlined below, UNIVERSITY agrees to meet with a representative of Monsanto and to discuss UNIVERSITY's requirements under this Agreement and to:
- a. Access and Control of Acreage. UNIVERSITY shall:

- i. Permit Monsanto personnel to have access to the Acreage at all times during the Lease Period and during the Volunteer Monitoring Period to carry out activities under this Agreement.
 - ii. Not plant, or allow anyone other than Monsanto to plant, any crop within the Acreage (which includes the Corn or Soybean Buffer Zone) during the Lease Period and any corn or soybeans within the Acreage during the Volunteer Monitoring Period.
 - iii. Not remove any seed, corn ears, grain or other plant material from the Acreage (including border rows and material within the Corn or Soybean Buffer Zone) during the Lease Period or permit anyone other than Monsanto to do the same.
 - iv. Permit Monsanto to place cattle fencing or other barricades in or around the Acreage during the Lease Period and, as needed, during the Volunteer Monitoring Period, and to inspect any cattle fencing or barricades during the same periods.
- b. Planting Restrictions and Access to the Corn Isolation Zone. UNIVERSITY shall:
- i. Not plant, or allow anyone else to plant, any variety of corn on any land owned or farmed by UNIVERSITY within the Corn Isolation Zone during the Lease Period.
 - ii. If UNIVERSITY does plant corn, or allows anyone other than Monsanto to plant corn, during the Lease Period, on any land owned or farmed by UNIVERSITY within the Corn Isolation Zone, then UNIVERSITY shall be solely responsible for the cost of, and loss of value from, destroying such corn as Monsanto may request. UNIVERSITY understands that such destruction may be necessary to satisfy Regulatory Compliance Requirements.
 - iii. Permit Monsanto to have access during the Lease Period to any land owned or farmed by UNIVERSITY within the Corn Isolation Zone for the purpose of verifying the isolation distance.
 - iv. Permit Monsanto to have access to the Corn Isolation Zone during the Volunteer Monitoring Period so that Monsanto can monitor for, and eradicate if needed, volunteer corn plants in the Corn Isolation Zone.
- c. Agronomic Practices. UNIVERSITY shall:
- i. Prevent livestock from entering the Acreage, and take reasonable precautions to prevent wildlife from entering the Acreage. Specifically, UNIVERSITY shall prevent grazing on the Acreage, during the Lease Period and during the Volunteer Monitoring Period.
 - ii. Not feed to livestock or wildlife any plants, grain, or other plant residue from the Acreage during the Lease Period and the Volunteer Monitoring Period.

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- iii. Rotate the Acreage into an appropriate (non-corn/non-soybean) crop during the Volunteer Monitoring Period or leave the Acreage fallow for the cropping season following the Lease Period.
 - iv. Perform UNIVERSITY's obligations hereunder in strict accordance with all local, state and federal laws, rules and regulations, including, but not limited to, those applicable to herbicide applications and worker protection.
 - v. Comply with UNIVERSITY's obligations under this Agreement and accommodate any additional Monsanto requests related to Regulatory Compliance Requirements, even if UNIVERSITY sells the Acreage or leases the Acreage to a third party for any subsequent crop. However, should there be a compliance issue regarding UNIVERSITY's obligations under this Agreement or the Regulatory Compliance Requirements, UNIVERSITY shall cooperate fully with Monsanto in remedying or mitigating such non-compliance.
 - vi. Require UNIVERSITY's employees to understand the requirements of this Agreement, including UNIVERSITY's Requirements as specified herein.
- d. Notifications. So that Monsanto may fulfill its Regulatory Compliance Requirements, UNIVERSITY shall provide notification to the Monsanto Representative as specified below.
- i. Planting in adjacent Developmental Soybean areas: UNIVERSITY shall notify Monsanto at least 24 hours prior to planting any fields on any land owned or farmed by UNIVERSITY adjacent to and/or bordering the Acreage.
 - ii. Planting in the Developmental Corn Isolation Zone: UNIVERSITY shall notify Monsanto at least twenty-four (24) hours prior to planting any fields on any land owned or farmed by UNIVERSITY within the Corn Isolation Zone or otherwise adjacent to the Acreage.
 - iii. Harvest of adjacent Developmental Soybean areas: UNIVERSITY shall notify Monsanto 30 days prior to harvest of any crops on any land owned or farmed by UNIVERSITY adjacent to and/or bordering the Acreage, and notify Monsanto again 24 hours prior to harvest of the same.
 - iv. Harvest within Corn Isolation Zone: UNIVERSITY shall notify Monsanto 30 days prior to harvest of any crops on any land owned or farmed by UNIVERSITY within the Corn Isolation Zone or otherwise adjacent to the Acreage, and notify Monsanto again 24 hours prior to harvest of the same.

- v. Compliance: Notify the Monsanto Representative as soon as possible but in no event later than twenty-four (24) hours of a violation or a suspected violation of the terms of this Agreement and/or the Regulatory Compliance Requirements.
6. During the Lease Period and during the Volunteer Monitoring Period, MONSANTO shall have access to the Acreage at all times, and to any land owned or farmed by UNIVERSITY within the Corn Isolation Zone at all reasonable times, to carry out activities under this Agreement, including, but not limited to:
- a. Plan and supervise all fieldwork
 - b. Planting a crop of one or more lines of Developmental Corn or Developmental Soybean.
 - c. Placing appropriate fencing or other barricades in or around Acreage, and/or to inspect any fencing or barricades in or around Acreage.
 - d. Cultivating, thinning, and applying experimental treatments, harvesting and/or destruction of Developmental Corn and/or Developmental Soybean.
 - e. Collecting data.
 - f. Monitoring for and eradicating any volunteer plants relating to the Developmental Corn and/or Developmental Soybean.
 - g. Completely remove irrigation hoses and plastic mulch after each planting cycle, and to incorporate the crop residue into the soil.
 - h. Securing the necessary permits and sanitary certificates from the corresponding regulating state and federal agencies.
 - i. Avoid any dissemination or escape of transgenic plants or that might occur in UNIVERSITY'S surroundings. In the event that this happens, MONSANTO will be responsible for the recuperation and destruction of transgenic seeds or any vegetative material. MONSANTO will also be responsible for the necessary post-harvest monitoring.
 - j. Provide free of charge all the herbicide (RoundUp® branded) needed in for weed-control purposes of the Acreage. The parties estimate this need at 80 gallons of herbicide per year.
7. Representatives.
- a. MONSANTO'S contact for this Agreement shall be Eric Torres-Collazo ("MONSANTO Representative").
 - b. UNIVERSITY's contact for this Agreement shall be Dr. Carlos E. Ortiz Malavé, Associate Dean and Deputy Director ("UNIVERSITY's Representative"). Either party may change its representative, and any such change shall be effective upon written notice to the other party.

TERMS AND CONDITIONS

1. MONSANTO is required to maintain the Acreage in good condition and take charge of its maintenance. Upon expiration of the Lease Period, MONSANTO shall return the Acreage in condition to be used in agricultural activity.
2. The UNIVERSITY is not responsible for any damage or losses to crops due to weather conditions and does not guarantee any amount of production.
3. UNIVERSITY may lawfully initiate judicial eviction procedures established by the courts of Puerto Rico at the time that any of the clauses and conditions stipulated in this contract are violated by MONSANTO (beyond any applicable notice and cure period and subject to UNIVERSITY not being in default of any of its own obligations hereunder). UNIVERSITY may take Cash Collection legal action and / or Eviction as soon any of the rental payments are not paid when due (beyond any applicable notice and cure periods).
4. MONSANTO states that at the time of the signing of this Agreement MONSANTO has filed and paid income taxes that were due over the course of the five (5) years preceding the date of this Agreement and that MONSANTO owes no income tax debt either to the Commonwealth of Puerto Rico or to the federal government of the United States of America, to the Municipal Revenue Center (CRIM) or to the Child Support Administration (ASUME) or that a repayment plan has been established for such debt as there may be and that MONSANTO is currently in compliance with the terms and conditions of said plan. MONSANTO specifically understands that this is an essential condition to the present Agreement and that if the above certification is materially or fraudulently incorrect in all or in part, such will be sufficient cause for the termination of this Agreement on the part of UNIVERSITY, with no remuneration to MONSANTO and that MONSANTO will be responsible for restoring any monies received under the terms of this Agreement.
5. MONSANTO certifies and guarantees that at the time of the signing of this Agreement MONSANTO has paid the contributions for Unemployment, Temporary Handicap Insurances (FSE) and Social Security for Chauffeurs; or is currently in compliance with the terms and conditions of a payment plan. MONSANTO specifically understands that this is an essential condition to the present Agreement and that if the above certification is materially or fraudulently incorrect in all or in part, such will be sufficient cause for the termination of this Agreement on the part of UNIVERSITY, with no remuneration to MONSANTO and that the latter will be responsible for restoring any monies received under the terms of this Agreement.
6. Subject to the terms of Section 14 below, MONSANTO agrees to keep applicable reports, working and assistance sheets, and other documents which are not confidential and/or proprietary to Monsanto, related with the performance of this Agreement, so they can be audited or reviewed

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10. MONSANTO states that no employee or authority of UNIVERSITY has direct or indirect pecuniary interest in the fulfillment of this Agreement as established by Law Num. 1, January 3, 2012 known as Government Ethics Law. In the same way, the UNIVERSITY authority representing UNIVERSITY has no pecuniary interest in the above mentioned agreement.
11. UNIVERSITY certifies and guarantees that, in accordance with the requirement of the Office of Government Ethics, a copy of the Government Ethics Law (Law Num. 1, January 3, 2012) has been given to MONSANTO. MONSANTO certifies that at the moment of signing this Agreement, it received a copy of the above mentioned law. MONSANTO certifies that it does not hold a regular or trusted position in any of the instrumentalities of the Commonwealth of Puerto Rico and that does not receive payment or compensation for regular services rendered under appointment or professional services contract with any organism of the Commonwealth of Puerto Rico, except in those cases authorized by law.
12. TERMINATION - UNIVERSITY can terminate this Agreement by notifying one hundred and eighty (180) days prior to the date of the termination, but leaving enough time for MONSANTO to complete a full cycle of production, and crop residual disposal. MONSANTO can terminate this Agreement immediately in the event the Acreage is condemned, damaged or otherwise suffers a casualty that prevents MONSANTO from performing its trials as contemplated hereunder and the UNIVERSITY will not be responsible for any reimbursement.
13. CONFIDENTIALITY. This Agreement and the terms and conditions hereof together with all confidential information or data characterizing Developmental Corn and/or Developmental Soybean and the field trial screening, whether oral or written, shall be proprietary and remain the confidential information of MONSANTO. To the extent that UNIVERSITY acquires or has access to any such confidential information or data, UNIVERSITY agrees to hold such data in trust and not disclose it to any third party and not use it except for the benefit of MONSANTO in conducting the contemplated field trials. UNIVERSITY shall return or destroy (at MONSANTO'S instruction) all such confidential information or data when no longer needed for the field trial or on earlier instructions from MONSANTO. UNIVERSITY will take all reasonable precautions necessary to preserve the confidentiality of all of MONSANTO'S information or data resulting from the field trials. Upon MONSANTO'S request, UNIVERSITY shall cause such persons involved in the performance under this Agreement on UNIVERSITY'S behalf as MONSANTO may designate, to sign individual non-disclosure and confidentiality agreements in form satisfactory to MONSANTO.
14. In addition, the parties agree that all Developmental Corn and/or Developmental Soybean planted and grown on the Acreage is and shall remain the sole and exclusive property of MONSANTO.

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To the extent that any such Developmental Corn and/or Developmental Soybean comes into the possession or control of UNIVERSITY, UNIVERSITY agrees to hold it in trust for MONSANTO and not provide it to any third party and to return or destroy it according to written instructions from MONSANTO. UNIVERSITY hereby waives any rights to statutory liens or other interests in the crop being grown and will take all steps necessary to prevent any lien from attaching to Developmental Corn and/or Developmental Soybean planted and/or grown on the Acreage.

15. ASSIGNMENT. a) MONSANTO will not assign, transfer, mortgage or otherwise encumber this Agreement or its interest herein in whole or in part nor sublet all or any part of the Acreage, without the prior thirty (30) day notification of such transfer which notification will include a copy of the assignment documents and a written consent of UNIVERSITY not to be unreasonably withheld, conditioned or delayed. b) Provided however, without the consent of but on notice to UNIVERSITY, MONSANTO shall have the right to assign this Agreement in connection with the reorganization, merger, consolidation, spin-off, sale or transfer of substantially all of the stock or assets related to that portion of its business pertaining to the subject matter of this Agreement, either alone or in conjunction with other of MONSANTO's businesses as part of an overall reorganization of MONSANTO. In addition, MONSANTO shall have the right to assign its respective rights or obligations and delegate its performance hereunder, in whole or in part, without the prior consent of but with notice to UNIVERSITY, to any of its Affiliates. In either event, the assignees shall agree in writing to be bound by the terms of this Agreement, and MONSANTO shall thereafter be released from all obligations hereunder. As used herein, the following words shall have the meaning ascribed to them as set forth below. 1. "Affiliate" shall mean with respect to any person or entity, any other person or entity which, directly or indirectly, Controls, is Controlled by or is under common Control with such person or entity. 2. "Control" shall mean (i) the possession, direct or indirect, of power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise; (ii) the direct or indirect ownership of more than 50% (in the aggregate) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (iii) the direct or indirect ownership of more than 50% of the equity interest in a partnership or a limited liability company.
16. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. The parties will be responsible of complying with the laws governing the Commonwealth of Puerto Rico and those of the United States of America, as well as the Laws and Rules and Regulations of the University of Puerto Rico. This Land Lease complies with the provisions of the Law

Num. 99, August 11, 2013, known as UPR's Agricultural and Agro Ecological Reserve Act.

17. MONSANTO agrees to use commercially reasonable efforts to try to disclose to UNIVERSITY the general nature of the research being conducted on the Acreage, to the extent possible as determined by MONSANTO, and the manner in which such research and the agricultural practices associated therewith may affect or impact the Acreage. However, MONSANTO is not obligated to disclose to UNIVERSITY any information which MONSANTO deems to be confidential and/or proprietary in nature. Field trials may be performed in strict accordance with any and all local, state and Federal laws, rules and regulations and MONSANTO will obtain all required governmental permits before conducting field trial. UNIVERSITY acknowledges that the terms and conditions of such governmental approval may require, among other matters, that fields containing transgenic plants be monitored for volunteer plants in the following growing season and that all such volunteer plants shall be removed and destroyed prior to flowering. UNIVERSITY agrees that MONSANTO may monitor for and destroy all such volunteer plants (and have access to do the same). UNIVERSITY will comply with the terms and conditions of any MONSANTO permit covering the Acreage and will not do anything that would cause MONSANTO to be in violation of any applicable law or regulation. MONSANTO may enter upon the Acreage at all reasonable times for up to twelve months after the end of the Lease Period to eradicate such volunteer plants.
18. NOTICES. Any notice, demand, request or other instrument which may be or are required to be given under this Agreement shall be in writing and shall be deemed given when delivered electronically, personally delivered (including, without limitation, by means of telecopier or telefax systems) or the day following delivery to a nationally recognized, reputable overnight courier service which guarantees delivery within 24 hours, charges prepaid, or three (3) days following mailing by United States certified mail, postage prepaid, addressed to each party as set forth below, or at such other addresses as UNIVERSITY or MONSANTO shall designate by written notice:

If to UNIVERSITY:
Agricultural Exp. Station
Jardín Botánico Sur
1193 Calle Guayacan
San Juan, PR 00926-1118

If to Monsanto:
Monsanto Caribe, LLC
2229 Avenue Militar
Isabella, Puerto Rico 00662

With a copy to:
Monsanto Company

800 North Lindbergh Blvd.
St. Louis, Missouri 63167
Attn: Legal Department

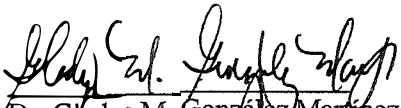
19. UNIVERSITY could immediately terminate this Agreement with previous notice when MONSANTO incurs any negligence, unfulfillment or violation of any term or condition of the contract when such breach is not remedied within forty-five (45) days of MONSANTO'S receipt of notice of breach (provided, however, that if the nature of Monsanto's breach is such that more than forty-five (45) days are reasonably required for its cure, then Monsanto shall not be deemed to be in breach if Monsanto commences such cure within said forty-five (45)-day period and thereafter diligently pursues such cure to completion). This Agreement may be terminated if during the Lease Period MONSANTO is found guilty by a court of competent jurisdiction of felony against the state treasury, or that a crime that involves funds, state or federal public property.
20. UNIVERSITY warrants, covenants and agrees with Monsanto that at the time of execution and delivery of this Agreement, UNIVERSITY is well and lawfully seized of the Acreage and holds fee simple title thereto free of liens, encumbrances or restrictions, which would render impossible the performance of the obligations of UNIVERSITY under the Agreement, all as detail herein. During the Lease Period, MONSANTO shall peaceably and quietly hold and enjoy the Acreage, without hindrance from UNIVERSITY or any party claiming, by, through, or under UNIVERSITY, but not otherwise, subject to the terms and conditions of this Agreement.
21. MONSANTO certifies and guarantees that during the performance of this Agreement it will comply with the Executive Order 11246 of September 24, 1965, Subpart B, Section 202 (41 CFR 60-1.4); the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (41 CFR 60-250.5); the Rehabilitation Act of 1973, Section 503 (41 CFR 60-741.5), all as amended, and any other applicable rules and regulations of the Office of Federal Contract Compliance Programs (OFCCP). MONSANTO is therefore deemed to have complied with these regulations, unless otherwise exempted under the rules, regulations and orders of the Secretary of Labor. MONSANTO recognizes that the absence of truth in this statement will constitute sufficient cause for UNIVERSITY to cancel, terminate or suspend, in whole or in part, this Agreement and that MONSANTO may be declare ineligible for further agreements with the UNIVERSITY. MONSANTO also certifies that it has a valid Assurance of Compliance on file.
22. WAIVER. The failure of either party to insist in any instance on strict performance of any of the covenants or conditions contained herein shall not be construed as a waiver of any such covenant or condition or any other covenant or condition.

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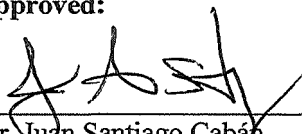
23. Neither party shall use the name of the other party, its initials, its stamp, logos, seal, or any other identifying emblem or symbol distinctive of the other party, for any matter related to the activities that are object of this Agreement, without express and written authorization of the other party.
24. According to Law Num. 18, October 30, 1975, no service object of this Agreement will be demanded until the Agreement has been registered in the Office of the Comptroller of Puerto Rico.
25. MISCELLANEOUS. This Agreement shall not be changed or supplemented in any way except by a written instrument duly executed by an authorized officer or representative of each of the parties hereto. If any provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and other application of such provision shall not be affected thereby. The headings in this Agreement are for convenience or reference only and shall not limit or otherwise affect the meaning hereof. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound. This Agreement shall bind and inure to the benefit of the parties hereto, their permitted successors and assigns.
26. GOVERNING LAW AND VENUE. The validity, interpretation and performance of this Agreement and any dispute connected with this Agreement shall be governed by and determined in accordance with the laws of the State of Missouri (exclusive of Missouri's choice or conflicts of laws rules) and, to the extent applicable, the federal law of the United States of America. Any legal action or proceeding with respect to this Agreement shall be brought in the Circuit Court of St. Louis County of the State of Missouri or the Federal District Court of the United States of America for the Eastern District of Missouri.

Signed in Mayaguez, Puerto Rico on _____

Recommended:


 Dr. Gladys M. González Martínez
 Acting Dean and Director
 College of Agricultural Sciences

Approved:


 Mr. Juan Santiago Cabán
 Monsanto Caribe LLC
 Authorized Representative



 Prof. Lucas N. Avilés Rodríguez
 Acting Ch II
 ance or
 UPR, Mayagüez Campus

EXHIBIT A

DEPICTION OF THE ACREAGE

The fields in the lease are mark in red.

