

DELEGATION OF AUTHORITY


Monsanto Technology LLC, sole Member of Monsanto Caribe, LLC (the "Company"), hereby delegates authority to Carlos Morales-Figueroa to take any and all actions deemed necessary or desirable, directly or indirectly, to enter into the following leases (the "Leases") on behalf of the Company:

- \$500k - University of Puerto Rico - Montaña Experiment Station Land Lease Renewal
 - 100 acres - 5 years @ 100k/year - NPV (446k)
- \$200k - University of Puerto Rico - Isabela Experiment Station Land Lease Renewal
 - 40 acres - 5 years @ 40k/year - NPV (178k)

This delegation of authority includes, without limitation, the authority to execute any and all documents related, directly or indirectly, to the Leases, including without limitation leases, agreements, contracts and any other documents; and to take any other actions required to enter into the Leases.

Dated: June 28, 2007

MONSANTO TECHNOLOGY LLC



Sonya M. Davis
Assistant Secretary

MONSANTO CARIBE, LLC
800 N. Lindbergh Blvd.
St. Louis, Missouri 63167
USA

CERTIFICATE OF COMPANY

MONSANTO CARIBE, LLC

The undersigned, Sonya M. Davis, assistant secretary of Monsanto Caribe, LLC (the "Company"), a United States Foreign Limited Liability Company organized under the laws of Delaware, duly authorized to do business in Puerto Rico, does hereby certify:

1. The Company is a limited liability company, which was originally organized on June 2, 1997 as a corporation and converted on December 30, 1999 to a limited liability company, under the laws of the State of Delaware.
2. The Company is registered and authorized to do business in the Commonwealth of Puerto Rico as a foreign limited liability company.
3. Monsanto Technology LLC (the "Member") is the sole member of, and has the power to manage, the Company.
4. Under the terms of the Limited Liability Company Agreement for the Company, and various other resolutions, agreements and practices of the Company, the Member has authorized and empowered Carlos Morales-Figueroa to enter into a five-year renewal of a lease with the University of Puerto Rico for 100 acres of land, to execute any and all documents related, directly or indirectly, to the lease, including without limitation leases, agreements, contracts, and any other documents, and to take any other actions required to enter into this lease.

In St. Louis County, Missouri, USA, this 28th day of June, 2007.

[SEAL]

Sonya M. Davis
Sonya M. Davis
Assistant Secretary

Affidavit no.

Sworn and subscribed before me by Sonya M. Davis, of legal age, (married), in her capacity as Assistant Secretary of Monsanto Caribe, LLC, and resident

Missouri, USA, who is personally known to me, in St. Louis County, Missouri, this

28th day of June, 2007.



EVELYN COATES
My Commission Expires
September 6, 2008
St. Louis County
Commission #04582552

Evelyn Coates
NOTARY PUBLIC

MONSANTO CARIBE, LLC
800 N. Lindbergh Blvd.
St. Louis, Missouri 63167
USA

CERTIFICATE OF COMPANY

MONSANTO CARIBE, LLC

The undersigned, Sonya M. Davis, assistant secretary of Monsanto Caribe, LLC (the "Company"), a United States Foreign Limited Liability Company organized under the laws of Delaware, duly authorized to do business in Puerto Rico, does hereby certify:

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2. The Company is registered and authorized to do business in the Commonwealth of Puerto Rico as a foreign limited liability company.
3. Monsanto Technology LLC (the "Member") is the sole member of, and has the power to manage, the Company.
4. Under the terms of the Limited Liability Company Agreement for the Company, and various other resolutions, agreements and practices of the Company, the Member has authorized and empowered Carlos Morales-Figueroa to enter into a five-year renewal of a lease with the University of Puerto Rico for 40 acres of land, to execute any and all documents related, directly or indirectly, to the lease, including without limitation leases, agreements, contracts, and any other documents, and to take any other actions required to enter into this lease.

In St. Louis County, Missouri, USA, this 28th day of June, 2007:

[SEAL]

Sonya M. Davis
Sonya M. Davis
Assistant Secretary

Affidavit no.

Sworn and subscribed before me by Sonya M. Davis, of legal age, (married), in her capacity as Assistant Secretary of Monsanto Caribe, LLC, and resident of Missouri, USA, who is personally known to me, in St. Louis County, Missouri, this 28th day of June, 2007.



EVELYN COATES
My Commission Expires
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St. Louis County
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Evelyn Coates
NOTARY PUBLIC

NON-CONFLICT OF INTEREST ASSURANCE

Non-governmental parties engaged in or in the process of doing business with any public agency must release a certificate of assurance stating that:

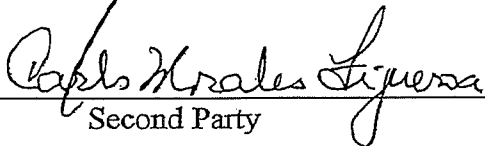
1. No public official or employee of the contracting agency possesses any financial interest in this contract, or business transaction, and that likewise, has had no direct or indirect financial interest in this business transaction for the past four (4) years.
2. No public official or employee of the contracting agency has solicited or accepted, directly nor indirectly, for himself (herself), or any member of his (her) immediate relatives, or any other party, gifts, gratuities, contributions, services, donations, loans or any other item of monetary value.
3. No public official or employee has solicited or accepted goods of any value, related to this transaction from any representative of the contractor as a form of compensation for performing he duties and responsibilities of his or her position.
4. No public official or employee has accepted, or solicited from any person whatsoever directly or indirectly, either for himself (herself), for any member of his (her) immediate family¹ unit, or for any other person, business or entity, any asset whatsoever of monetary value, including gifts, loans, promises, favors, or services, in exchange for the actions of said public official or employee being of influence in behalf of that person or any other.
5. There is no kindred relationship within the fourth (4th) degree of consanguinity and second (2nd) degree of affinity with any public official or employee in position of influencing or participating in institutional decisions of the contracting agency.



First Party

July 6th 2007

Date



Second Party

7-2-2007

Date

¹ The term immediate family includes spouse, dependent children, or any persons living under the public employee's legal residence, or whose financial transaction fall, "de facto" or "de jure", under the control of such public employee.