

**PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY
P. O. BOX 362350
SAN JUAN, PUERTO RICO 00936-2350**

**AMENDMENT TO THE SPECIAL FUND FOR ECONOMIC DEVELOPMENT
INCENTIVES AGREEMENT**

NOW COME the **PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY**, an agency of the Commonwealth of Puerto Rico, created pursuant to *Act No. 188 of May 11, 1942*, as amended, Social Security Number _____, (hereinafter referred to as "PRIDCO"); and **MONSANTO PUERTO RICO INC**, a corporation organized and existing pursuant to the laws of the Commonwealth of Puerto Rico and authorized to do business in Puerto Rico. Social security number _____ (hereinafter referred to as "MONSANTO"); and now agree to amend the Special Fund for Economic Development Incentives Agreement into by them on **June 15, 2012**, as follows:

FIRST: The parties agree to amend the above cited agreement to modify the requirements for disbursements for them to be as they were authorized by PRIDCO's Board of Directors on its meeting on June 23, 2011.

SECOND: For that matter, it is here amended article 3 of the above cited agreement to read as follows:

"3. Disbursements.

(a) Disbursements. Subject to the terms and conditions hereof, and relying on the representations, covenants, and warranties of MONSANTO contained herein, PRIDCO agrees to disburse up to the amount of \$800,000.00 to MONSANTO as reimbursement for Eligible Improvements.

(b) Disbursement Request. During the term of this Agreement and until either (A) the amount set forth on section 3(a) of this agreement has been fully disbursed, or (B) MONSANTO has been reimbursed by PRIDCO for all eligible improvements related to the improvement project, as the case may be, MONSANTO may deliver to PRIDCO, as often as once a month, disbursement requests (hereinafter "disbursement request(s) " listing all eligible improvements incurred by MONSANTO during the period covered by such disbursement request, which shall be accompanied by the following supporting documents and/or evidence:

i. Copies of invoices for eligible improvements, certified by MONSANTO to be true and correct copies of the originals, along with appropriate evidence of payment of such invoices, including but not limited to cancelled checks or evidence of ACH electronic bank transfers, which demonstrate that MONSANTO has incurred the eligible improvements.

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(c) In no case shall PRIDCO disburse to MONSANTO any amount in excess of \$800,000.00 pursuant to the terms of this agreement. If the disbursement requests and their corresponding supporting documents show that Monsanto has incurred less than \$800,000.00 in eligible improvements, PRIDCO will only disburse the amount evidenced by such disbursement requests.

(d) Upon receipt of the disbursement request, PRIDCO shall promptly:

i. Cause PRIDCO'S engineering office and/or maintenance department to: (a) inspect the improvement project; (b) validate that the eligible improvements have been incurred; and, (c) validate the amount of such eligible improvements are reasonable;

ii. Audit the Disbursement Request and all supporting documents and/or evidence to verify that MONSANTO has complied with the terms of this agreement; and,

iii. Reimburse MONSANTO for all eligible improvements that meet the criteria set forth in sections 3(d) (i) and 3(d) (ii) above.

THIRD: All the terms and conditions of the Agreement shall be deemed supplemented and amended to the extent consistent with the terms hereof and shall remain in full force and effect as herein amended.

This is the sole Agreement between the parties and any clause in conflict with the above is herein amended.

IN WITNESS WHEREOF, the parties sign this Amendment to the Special Fund for Economic Development Incentives Agreement, in San Juan, Puerto Rico, this 1st day of march, 2013.

PUERTO RICO INDUSTRIAL DEVELOPMENT COMPANY

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MONSANTO PUERTO RICO INC.

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