

STATE OF TEXAS §
 §
COUNTY OF LUBBOCK §

PERFORMANCE AGREEMENT

This Performance Agreement (the “Agreement”) is made effective August 2, 2009, by and among LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC., a Texas nonprofit corporation (hereinafter referred to as “LEDA”); MONSANTO COMPANY (hereinafter referred to as “Monsanto” or “Recipient”) and RAH LUBBOCK, LLC (hereinafter referred to as “Developer”), by and through their duly authorized officers and affiliate organizations under the terms and conditions that follow.

1. Applicable Law: It is understood by and between the parties that the term “Act” as used herein, is intended to mean the Development Corporation Act of 1979, as amended. (Sec 501.001 et seq, Texas Local Government Code, formerly Sec 5190.6, VACS.) The parties hereto covenant and agree to comply with the terms of the Act as set forth in this Agreement.

2. Parties:

- A. LEDA, a Texas non-profit corporation as well as a tax exempt 501(c)(4) entity, was created by the City of Lubbock, Texas, as an Industrial Development Corporation under the Act for the purpose of creating and retaining positions and encouraging new businesses to be established in Lubbock, Texas, to stimulate business and commercial activities, as well as all other purposes allowed by the Act.

- B. Monsanto is preparing a new “Project” which shall include a research and development facility located in the Lubbock Business Park. The Project is anticipated to result in 20 new or retained Primary Jobs (as such term is defined in the Act) in the City of Lubbock, with a Target Annual Compensation of \$1,145,000.00 in the aggregate, or a total of \$5,725,000.00 over five years. Total capital investment cost estimate, which excludes Target Annual Compensation, is \$10,000,000.00.

- C. Monsanto is a foreign for-profit corporation authorized to do business in Texas.

- D. Developer is negotiating a contract with Monsanto to build the research and development facility in the Lubbock Business Park and lease the facility to Monsanto on a long term lease. Developer (RAH Lubbock, LLC) is a Texas limited liability company. It is understood that B-A Holding Company will take title to the real property conveyed pursuant to this Performance Agreement (the “Property,” as such term is defined in Section 9.A. herein) and will contribute the Property to RAH Lubbock, LLC for its ownership interest in RAH Lubbock, LLC, with RAH Lubbock, LLC being the ultimate owner of the Property for purposes of this Agreement (the “Owner”).

3. Purpose: The purpose for this Agreement is to formalize the agreements among LEDA, Monsanto and Developer for the conveyance of certain real property and the payment of certain costs associated with Monsanto’s Project and specifically state the covenants, representations of the parties, and the incentives associated with Monsanto and Developer’s commitment to abide by the provisions of the Act and to abide by the terms of this Agreement which has been approved by the Board of Directors of LEDA as complying with the specific requirements of the Act. It is expressly agreed that this Agreement constitutes a single transaction, although incentive payments thereunder are divided into multiple installments as annually earned. A failure to perform any obligation by Monsanto or Developer, as applicable, may constitute a breach of this Agreement, with the consequence of such breach being governed by Section 12 herein.

4. **Definitions:**

- A. The “Act” shall refer to the Development Corporation Act of 1979, as amended, as Sec 501.001 et seq, Texas Local Government Code, formerly Sec 5190.6, VACS.
- B. The “Developer” shall refer to RAH Lubbock, LLC, a Texas limited liability company.
- C. “LEDA” shall refer to Lubbock Economic Development Alliance, Inc., a Texas non-profit corporation, created by the City of Lubbock as an “Industrial Development Corporation,” pursuant to the Act.
- D. “Monsanto” or “Recipient” shall refer to Monsanto Company, a Delaware corporation authorized to do business in Texas, and the recipient party to this Agreement.
- E. “Project” shall mean the project identified in Paragraph 2B, above.
- F. “Request” shall mean LEDA’s auditor’s request for information submitted to Monsanto in respect of Monsanto’s then current Census, including documentation of the Full-Time Equivalent Employees holding the Target Job Positions on the Measurement Dates, all as calculated pursuant to Section 501.152 of the Texas Local Government Code (formerly Section 2(4) of the Act). The Request shall be made by LEDA’s auditor promptly after each Measurement Date, all in accordance with Section 10 of this Agreement
- G. “LEDA’s Sliding Scale” shall mean the incentive allocation to be utilized by LEDA in determining compliance with Target Annual Compensation undertakings described in Section 10. The application of LEDA’s incentive sliding scale as to each “Full-Time Equivalent Employee” is as follows:

Actual Annual Compensation As Defined Herein	Total Incentive
\$75,000 and above	\$10,000.00
\$60,000 - \$74,999.99	\$7,500.00
\$50,000 - \$59,999.99	\$5,000.00
\$40,000 - \$49,999.99	\$4,000.00
\$30,000 - \$39,999.99	\$3,000.00
\$25,000 - \$29,999.99	\$2,500.00

- H. “Full-Time Equivalent Employee” shall include individuals employed by Monsanto in the City of Lubbock in “Primary Jobs” as defined by the Act, as well as contract or leased employees performing “Primary Jobs” in the City of Lubbock on behalf of Monsanto.
- I. “Annual Compensation” shall mean the higher of actual compensation or annualized base pay or actual annualized payment (in each case exclusive of benefits) as determined within the sole discretion of LEDA’s auditor/representative.
- J. “Target Annual Compensation” means the projected Annual Compensation to be paid to Monsanto’s employees holding the Target Job Positions, all as set forth in the table in Section 10 of this Agreement.
- K. “Target Job Positions” means the 20 new or retained Primary Jobs to be created by Monsanto in connection with the Project.

- L. “Term”, as used herein, shall begin with August 2, 2009 and end on August 1, 2014, unless earlier terminated in connection with Monsanto’s failure to comply with the terms of this Agreement. LEDA’s obligation to pay the final installment of incentive payments to Monsanto pursuant to Section 10 of this Agreement shall survive the expiration of the Term.
- M. “Payback Provisions” shall mean Monsanto’s payment obligations as described in Section 12.B. herein.
- N. “Baseline Employment Level” is defined to mean the Census of Monsanto employees based in the City of Lubbock on August 2, 2009.
- O. “Census” is defined as a compilation listing of the employee name, address, date of hire, date of termination, position, base pay, and indication of full-time or part-time status (such information is preferred to be presented in Excel format), which shall be made available to LEDA’s auditor in performing an audit of the Project.
- P. “Measurement Date” shall mean the date upon which the determination is made as to whether Monsanto is in compliance with creating and/or maintaining the Target Job Positions. Measurement Dates shall be:
 - (1) August 2, 2010
 - (2) August 2, 2011
 - (3) August 2, 2012
 - (4) August 2, 2013
 - (5) August 2, 2014

5. Representations of Monsanto and Developer:

- A. Monsanto represents that it will utilize the incentive provided towards the employment involved and associated with the Project. Developer represents that it will initially utilize the Property for the development of the facilities involved and associated with the Project as contemplated herein.
- B. Monsanto represents that it is authorized to do business in Texas and has the authority to enter into this Agreement. Developer represents that it is authorized to do business in Texas and has the authority from its Manager and Members to enter into this Agreement.
- C. Monsanto represents that it has sought from LEDA economic assistance pursuing Monsanto’s Project.
- D. Monsanto represents that it has conferred with attorneys of its own choosing and is fully knowledgeable of the terms of the Act and understands the reporting requirements of the Act, as well as all conditions precedent and subsequent as required to be eligible for the incentives offered by LEDA, including the Payback Provisions. Developer represents that it has conferred with attorneys of its own choosing and is fully knowledgeable of the terms of the Act applicable to the Property.
- E. Monsanto represents that it acknowledges that its failure to perform any reporting requirements within a reasonable period of time after the request is made and/or its failure to maintain the Baseline Employment Level could result in payment adjustments.

- F. Monsanto and Developer understand and agree that any variations as to any term of this Agreement or any terms or conditions of the incentives as stated must be mutually agreed to in written supplements or addenda since no oral agreements, amendments, or representations will be binding on either party.

6. Representations by LEDA:

- A. LEDA represents that it is established as an Industrial Development Corporation under the Act and further represents that Monsanto's Project and the costs applied toward Monsanto's Project as stated in this Agreement have been found by the Board of Directors of LEDA sitting as fact finders to be in compliance with the requirements and purposes of the Act, the provisions of LEDA's charter, as well as for the benefit of the City of Lubbock, Lubbock County, Texas, and trade area.
- B. LEDA represents that it has authority to enter into this Agreement. LEDA understands and agrees that any variation in terms of this Agreement or the incentives offered to Monsanto or commitment by Monsanto and Developer will only be binding if mutually agreed to in writing. LEDA shall deliver to Monsanto and Developer a certified copy of the authorization by the Board of Directors of LEDA authorizing the execution and performance of this Agreement.

7. **WorkForce Solutions:** This Performance Agreement will also confirm that LEDA will assist Monsanto in obtaining approximately \$60,000.00 in training resources currently available for Monsanto which would be covered by a separate agreement between Monsanto and WorkForce Solutions.

8. **Additional Incentives:** LEDA agrees to consider and negotiate additional agreements for payments of additional incentives if a job target is not met for any year or years, but is exceeded in future years. LEDA seeks to award the creation and preservation of Primary Jobs in the Lubbock economy. If such additional jobs should arise, the subsequent incentive request would be considered under separate agreement and subject to LEDA Board approval.

9. Conveyance of Real Property:

- A. LEDA shall convey by Special Warranty Deed, title to the SURFACE ESTATE, subject to Permitted Encumbrances and Reservations (as defined in Section 9.G.3. below) to Developer (as defined above) of 12.2 acres, more or less (as agreed upon by the parties) being Lot 7, Lubbock Business Park Addition to the City of Lubbock, Lubbock County, Texas (the "Property"). The SURFACE ESTATE shall be all rights and title to the Property except the rights to minerals. Should the mineral estate revert to LEDA or its assigns, neither LEDA or its assigns shall take any action with regard to said mineral estate to interfere with the rights of the surface estate owner of the Property. The actual site location is subject to Monsanto and Developer's approval, as well as final adoption of the industrial park plans presently being prepared by Parkhill, Smith & Cooper of Lubbock, Texas, which shall be completed for Monsanto and Developer's approval upon approval of the plat by the City of Lubbock. LEDA shall use its best efforts to expedite the platting process. The Property will be conveyed as is without warranty except that LEDA will warrant title by Special Warranty Deed to the Property, subject only to Permitted Encumbrances and Reservations (as defined in Section 9.G.3. below), and will warrant that the Property is in "building condition" (i.e., raw land without the existence of structures or underground pipes or other impediments to building). LEDA further warrants and agrees that utilities (water, gas, electric, sewer, fiber optics, telephone, etc.) in quantity sufficient to support Monsanto's business operations are or will be provided adjacent to the Property to be occupied by Monsanto no later than the date that Developer

commences installing the utility laterals to the facilities and LEDA further warrants and agrees that all of the public roads providing access to the Property from and to the main public street/road arterials are or will be completed on or before the substantial completion date of construction of the facilities (projected to be on or before August 2010) (with a temporary road access authorized by LEDA to Developer and Monsanto during the time of construction). The conveyance shall be by special warranty deed, in a form and substance approved by Developer, and shall occur between two (2) and ten (10) business days before Developer is scheduled to begin site work toward the construction of the facilities.

- B. It is agreed that Monsanto intends for the acquisition and development of the Property to be by Developer (initially by B-A Holding Company with a transfer of the same to RAH Lubbock, LLC, a Texas limited liability company) and that the Developer will construct the improvements on the Property and lease the Property and improvements to Monsanto on a ten (10) year lease with three (3) - five (5) year options to extend the lease. LEDA shall be furnished with a signed copy of the lease agreement and a signed copy of the construction contract before the land is conveyed (and both of which may be a condition precedent to such conveyance).
- C. Should the land be conveyed and at least the site work portion of construction not commence within 180 days from date of LEDA's conveyance to the Developer (subject to force majeure) and construction commencing within one calendar year of LEDA's conveyance to the Developer (subject to force majeure), the Property shall be re-conveyed to LEDA for no consideration within fifteen (15) days after a written demand is provided to Developer by LEDA, which written demand may only be provided by LEDA before any site work has commenced. The Property will be conveyed subject to the covenants, restrictions and rules of the Lubbock Business Park recorded at Document No. 2007031921 of the Official Public Records of Lubbock County, Texas ("Restrictions of Lubbock Business Park"). Monsanto, Developer, and their successors in interest, if any, in their respective capacities, shall comply with such covenants Restrictions of Lubbock Business Park in respect of their use and enjoyment of the Property.
- D. The value of the Property at the time of conveyance from LEDA to Developer is stipulated to be \$800,000.00 (\$1.51 per square foot or \$65,340.00 for each full acre) of land. It is acknowledged and agreed that, except for Payback Provisions, no purchase price shall be required to be paid for the Property and the Property will be conveyed to Developer for no monetary consideration. LEDA will pay any transfer or deed taxes applicable to the conveyance of the Property to Developer.
- E. LEDA agrees to deliver to Developer, within ten (10) days of the date of this Agreement, copies of surveys, title reports and policies, of any kind or nature relating to the Property that LEDA has in its possession.
- F. The general real estate taxes for the year that LEDA conveys the Property to Developer shall be prorated to date of the conveyance, based on the most recent mill rate or tax rate times the most recent assessed value for the Property (or as reasonably allocated to the Property, if part of a larger tax parcel), with LEDA being responsible for the day of the conveyance. General taxes for all years prior to the year of conveyance shall be paid by LEDA on or before the date of the conveyance. Any unpaid special assessments or installments thereof affecting the Property (including those levied and/or assessed on or before the date of the conveyance), shall be paid by LEDA on or before the date of the conveyance. LEDA hereby represents and warrants to Developer and Monsanto that there will not be any assessments or levies against the Property and/or Developer for any

roads, utilities or other business park infrastructure that is in place or is to be developed/constructed in connection with the original development improvements for the Lubbock Business Park.

G. Developer's obligations under this Agreement (and the acquisition of the Property) shall be expressly conditioned upon the following provisions. In order for Developer to exercise Developer's right to terminate this Agreement pursuant to any of the following conditions, Developer must provide LEDA with written notification of Developer's intent to terminate this Agreement during the period commencing on the date of this Agreement and continuing until 5:00 p.m. on January 8, 2010 (the "Due Diligence Period"). If Developer delivers a timely written notice to LEDA pursuant to any of the conditions outlined in this Section, Developer's obligations under this Agreement shall be terminated.

1. Environmental Report. Developer obtaining a written report from an environmental consultant of Developer's choosing comprised of a Phase I environmental site assessment performed according to and stating the opinions as provided in the Standard Practice for Environmental Site Assessments and such further analyses, assessments and reports as required in order to confirm that there are no recognized environmental conditions affecting the Property, and that the soils, groundwater and surface waters on, in, or under the Property do not contain any hazardous substances. Developer shall also have the right to conduct Phase II investigations (if necessary as a result of matters disclosed in the Phase I environmental site assessment). LEDA hereby grants Developer and Developer's contractors with the right to enter the Property to perform the investigations and studies described in any of the subsections of this Section 9.G., including the right to perform physical investigation and soil borings on the Property, and Developer agrees to repair the land affected after the borings and after Developer's inspection is complete. Developer agrees to INDEMNIFY AND HOLD HARMLESS LEDA, its officers, directors and those in privity with it, from any and all damages, claims, losses, liabilities, penalties, fines, liens, judgments, costs or expenses whatsoever resulting from Developer's activities on the Property in the performance of its inspections or tests conducted on the Property. If the environmental report or any subsequent investigations disclose a recognized environmental condition which Developer is unwilling to accept or if Developer determines, in its reasonable discretion, that there are unacceptable amounts of any hazardous substances located on, in, or under the Property, then Developer may provide LEDA written notification of its intent to terminate within the Due Diligence Period or this contingency shall be deemed waived.
2. Survey. LEDA will provide, at LEDA's cost, upon approval of the plat by the City of Lubbock, but no later than five (5) business days before the expiration of the Due Diligence Period, a plat survey (the "Survey") setting forth: (i) the legal description of the Property, which shall be the same legal description as set forth in the Title Commitment issued by the Title Company (both as defined in Section 9.G.3. below); (ii) the location of all easements (whether recorded, unrecorded or apparent); (iii) the location of all public and private utilities and services and the fact that the connections to such services are available at the lot lines or within the Property, as well as the location of all water courses, drains, sewers and roads crossing the Property; (iv) that no portion of the Property lies within a flood plain or wetland; (v) the location of and that vehicular access is available to the Property from all roads adjoining the Property, as well as the location of applicable setback lines; and (vi) such other similar information as is necessary to

show the Property to be free from encroachments and other questions of survey and otherwise to be in such form as is acceptable to Developer, in its sole discretion, and as may be required to induce the Title Company to eliminate all of the survey exceptions from its Title Commitment and the final owner's policy. If Developer does not notify LEDA of its objection to the foregoing Survey within the Due Diligence Period, this contingency shall be deemed waived. In the event that Developer notifies LEDA of an objection to the Survey, LEDA shall be granted a reasonable period, not exceeding fifteen (15) days, in which to remove Developer's objections. If LEDA is unable, after using reasonable diligence, to remove Developer's objections within such fifteen (15) day period, then Developer may provide LEDA written notification of its intent to terminate within ten (10) days thereafter or this contingency shall be deemed waived.

3. Title Commitment. LEDA shall furnish to Developer, no later than five (5) business days before the expiration of the Due Diligence Period, at Developer's expense, a Commitment for Title Insurance ("Title Commitment") from Service Title Company of Lubbock, Texas ("Title Company"). The foregoing Title Commitment shall also show title to the Property to be free and clear of all encumbrances excepting only Permitted Encumbrances and Reservations (defined below) and any liens of record in respect of existing indebtedness, which shall be paid by LEDA and the related liens released on or before the date of conveyance. LEDA agrees to provide the Title Company with all documentation necessary to delete and remove all standard title exceptions from the owner's policy of title insurance. "Permitted Encumbrances and Reservations" as used herein shall be defined as municipal and zoning ordinances, recorded easements for public utilities serving the Property, the Restrictions of Lubbock Business Park, and such other matters contained in the public records in advance of the date of this Agreement not objected to by Developer. If Developer does not notify LEDA of its objection to any item disclosed in the historic title work or abstract and/or in the Title Commitment within the Due Diligence Period, this contingency shall be deemed waived. In the event that Developer notifies LEDA of an objection to the status of title to the Property as disclosed by the historic title work or abstract and/or in the Title Commitment, LEDA shall be granted a reasonable period, not exceeding fifteen (15) days, in which to remove Developer's objections. If LEDA is unable, after using reasonable diligence, to remove Developer's objections within such fifteen (15) day period, Developer may provide LEDA written notification of its intent to terminate this Agreement within ten (10) days or this contingency shall be deemed waived.

4. Intended Use. Developer obtaining zoning and building approvals and/or documentation sufficient, to Developer's reasonable satisfaction, from any governmental organization having jurisdiction and Lubbock Business Park Architectural Review Committee or other similar organization having authority over the use of the Property, that the Property may be utilized for a seed research facility within two buildings consisting of a total of approximately 43,600 square feet to be developed on the Property. All plans, considerations and variances are subject to LEDA Architectural Review Committee approval. Any variances shall be submitted with the final plans, including landscape and irrigation, submitted to LEDA for approval. LEDA agrees to cooperate with Developer and use reasonably diligent efforts in working with Developer and Monsanto toward Developer securing all necessary approvals from the LEDA Architectural Review Committee before the expiration of the Due Diligence Period.

5. Inspection for Construction. Developer or Developer's contractor (or any other professional of Developer's choosing) conducting an inspection of the Property, including the composition of the soils, to determine the feasibility and cost of construction for the Intended Use. If the inspection discloses matters which are likely to substantially increase the cost of construction for the Intended Use, then Developer may provide LEDA written notification of its intent to terminate within the Due Diligence Period or this contingency shall be deemed waived.
6. Financing. Developer obtaining an unconditional loan commitment from a lender of Developer's choosing for a construction loan to finance the development of the Property and for a permanent term loan, both with a loan amount equal to the amount required to develop the Property for the Intended Use (including all hard and soft costs), with a term of at least five (5) years and amortized over a period of at least twenty-five (25) years, a fixed interest rate during the term of no more than six and one-half percent (6-1/2%) per annum, a loan fee for the construction loan not to exceed one percent (1%) of the loan amount and a loan fee for the permanent loan not to exceed one and one-half percent (1-1/2%) of the loan amount, and otherwise containing such terms and provisions approved by Developer. If Developer is not able to obtain a commitment for the financing described above, Developer may provide LEDA with written notification of its intent to terminate within the Due Diligence Period or this contingency shall be deemed waived.
7. AS IS PROVISION. The deed to the Property shall include the following "as is" provision:

THIS CONVEYANCE IS AN ARMS-LENGTH CONVEYANCE BETWEEN THE PARTIES. THE CONVEYANCE WAS BARGAINED ON THE BASIS OF AN AS IS, WHERE IS TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY STATED IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT BETWEEN THE PARTIES ("PERFORMANCE AGREEMENT").

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY STATED IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT, THE PROPERTY IS CONVEYED TO GRANTEE IN AN AS IS, WHERE IS CONDITION, WITH ALL FAULTS. ALL WARRANTIES ARE DISCLAIMED, EXCEPT THE SPECIAL WARRANTY OF TITLE TO THE REAL PROPERTY IN THIS DEED AND LEDA'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PERFORMANCE AGREEMENT.

GRANTEE SPECIFICALLY ACKNOWLEDGES THAT BY ACQUIRING THE PROPERTY, GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM LEDA, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY, OTHER THAN THOSE SET FORTH IN THE PERFORMANCE AGREEMENT.

10. Baseline Employment Level, Measurement Date, and Census. Recipient agrees to calculate the Baseline Employment Level and shall timely provide such information to LEDA or its designated representative when requested. Promptly following the Request by LEDA’s auditor, Recipient shall provide to LEDA’s auditor an updated Census on an annual basis as of the preceding Measurement Date. Recipient agrees to maintain the Baseline Employment Level throughout the Term and create and maintain the Target Job Positions throughout the Term and to provide to LEDA such information as may be reasonably necessary for LEDA’s auditor to complete the Request. Recipient shall earn one-fifth (1/5) of the total incentives (\$23,500 out of the total incentives of \$117,500) at each Measurement Date, subject to confirmation by audit that Recipient attained the Target Job Positions and the Target Annual Compensation. Such earned portion shall be paid within a reasonable time following the completion of a yearly audit by LEDA or its designated representative. Unearned incentives will be subject to forfeiture. LEDA and its representative agree to maintain confidentiality of all of Recipient’s records.

Recipient understands and agrees that in the event Recipient fails to meet its total “Target Annual Compensation and/or Target Job Positions” as shown in the chart below, then LEDA shall have the right to reduce the incentive payments to be made to Recipient pursuant to this Section 10. Such reduction shall be made in accordance with LEDA’s Sliding Scale based upon the shortfall in Target Job Positions and the related shortfall in Target Annual Compensation. Should Recipient fail to attain Target Annual Compensation the annual incentive installment shall be reduced by applying LEDA’s Sliding Scale to calculate the incentives based upon the actual annual compensation.

In evaluating Recipient’s Request and pursuant to the Act, it is the intention of the parties that, assuming Recipient creates the Target Job Positions as described below, Target Annual Compensation is estimated to be \$1,145,000.00 and the incentive payments to Recipient pursuant to this Section 10 will be \$117,500.00.

Recipient’s Representation Regarding Job Incentives

Target Job Positions	Target Salary per Job	Target Annual Compensation	Target 5-year Compensation	Target Incentive Per Job	Target Total Incentives
Texas Regional Leads	\$100,000	\$100,000	\$500,000	\$10,000	\$10,000
Texas Regional Leads	\$100,000	\$100,000	\$500,000	\$10,000	\$10,000
Breeder	\$90,000	\$90,000	\$450,000	\$10,000	\$10,000
Breeder	\$90,000	\$90,000	\$450,000	\$10,000	\$10,000
Breeder	\$90,000	\$90,000	\$450,000	\$10,000	\$10,000
ESH Generalist	\$60,000	\$60,000	\$300,000	\$7,500	\$7,500
Research Associate	\$60,000	\$60,000	\$300,000	\$7,500	\$7,500
Research Associate	\$60,000	\$60,000	\$300,000	\$7,500	\$7,500
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000

Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Assistant	\$45,000	\$45,000	\$225,000	\$4,000	\$4,000
Research Technician	\$30,000	\$30,000	\$150,000	\$3,000	\$3,000
Research Technician	\$30,000	\$30,000	\$150,000	\$3,000	\$3,000
Research Technician	\$30,000	\$30,000	\$150,000	\$3,000	\$3,000
TOTALS	\$1,145,000.00	\$1,145,000.00	\$5,725,000.00	\$117,500.00	\$117,500.00

11. Conditions for Payment of Incentives:

It is specifically agreed and understood by and between the parties that LEDA has agreed to make the Project Cost Incentives available strictly upon the following terms and conditions:

- A. During the Term, Monsanto must maintain a business location in the City of Lubbock or Lubbock County and must maintain its legal status under federal and state law such that it remains qualified to do business in the State of Texas.
- B. During the Term, the operations or activities of Monsanto and its employees shall be performed and conducted in a businesslike manner and shall be in keeping (in all material respects) with federal and state laws and regulations, and any ordinances of the City of Lubbock and/or governmental entities which have jurisdiction over Monsanto's operations and activities.
- C. Monsanto agrees to permit LEDA to engage in a confidential review of all of Monsanto's material records relevant to the Project at such times and at such locations as may be reasonably convenient to the parties as necessary to insure compliance with the conditions of the incentive payments. At LEDA's auditor's request, Monsanto will forward the Census to the auditor.
- D. Monsanto and Developer certify that they do not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, either Monsanto or the Developer is convicted of a violation under 8 U.S.C. § 1324a(f), the party so convicted shall repay the public subsidy provided under this Agreement, with interest at the legal pre-judgment interest rate, with attorney's fees, not later than the 120th day after the date LEDA

notifies the party so convicted of the violation, all in accordance with Chapter 2264 of the Texas Government Code.

12. Payback Provisions and Events of Default:

- A. **Conditions for Grant not related to Land** - Monsanto acknowledges that LEDA and Monsanto are required to remain in conformance with the statutory provisions of the Act. The parties hereto agree that in the event Monsanto fails to comply with the provisions of this Agreement, including but not limited to Paragraphs 5E, 8C, 9C, 9D, 9E or 11, and after written notice and failure to cure the violation, then LEDA, in its sole discretion, may terminate this Agreement and permanently suspend all future payments to Monsanto. With respect to the time permitted for the curing of a breach or default, each party receiving a notice from another party of a breach or default of this Agreement shall be afforded sixty (60) days after receipt of written notice from the party asserting the breach or default in which to cure such default, or if the breach or default is capable of cure but cannot reasonably be cured within such sixty (60) days, then a party shall be afforded additional time to cure such breach or default, provided that such party provides assurances to the party asserting the breach or default that the breach or default will be cured as soon as is reasonable under the circumstances. Future payments shall be suspended during any cure period.
- B. **Conditions for Grant of Land** – The intent of the grant of the Property is to attract and keep Monsanto in the Lubbock Business Park. If for any reason Monsanto vacates the Property within fifteen (15) years from the date of conveyance by LEDA to Developer, LEDA is obligated to recover for the taxpayers of Lubbock, Texas the proportionate value of the Property. Therefore, should Monsanto abandon or vacate the Property within the said fifteen (15) year period:
1. Monsanto shall pay to LEDA, within one year from the date that Monsanto vacates the Property, the sum of \$53,333.33 multiplied by the number of full years left on the fifteen (15) year term after Monsanto vacates the Property.
 2. The Developer (including any future owner(s) of the Property) shall have the right to freely sell the Property (at any time) and/or lease the Property (after Monsanto abandons or vacates the Property), provided, however, that it is understood that the Property may only be used in a manner that satisfies the use restrictions of the Restrictions of Lubbock Business Park, is included in one of the North American Industry Classification System (“NAICS”) sectors described in Section 501.002(12) of the Texas Local Government Code in effect on the date of this Agreement or as such list of sectors may be expanded from time-to-time; and described in Section 501.101(2) of the Texas Local Government Code in effect on the date of this Agreement or as such list of sectors may be expanded from time-to-time. These use restrictions shall be restrictions contained in the deed from LEDA to Developer and shall run with the land.
 3. Should Monsanto fail and refuse to pay to LEDA the sum set forth herein within 1 year from the date that Monsanto vacates the Property, LEDA shall have the right to bring suit against the Monsanto for the amount set forth in clause 1 of this section plus reasonable attorney fees.
 4. The remedy provided in this Section 12.B shall constitute LEDA’s sole and exclusive remedy should Monsanto abandon or vacate the Property within the said fifteen (15) year period.

13. Assignment, Merger, and Termination Due to Merger, Etc.: Except as set forth below, this Agreement shall not be assignable, either in whole or in part. Termination as the result of assignment or merger or change in business form shall not disqualify the remaining or new entity from applying to LEDA for new incentive consideration. Notwithstanding the foregoing, but subject to the terms of Section 12.B.2 herein, Developer may freely sell or otherwise transfer the Property. Additionally, Monsanto may assign its rights and obligations under this Agreement in connection with any merger transaction, sale of assets, sale of business unit, corporate reorganization (including assignment to an affiliate of or successor to Monsanto) or similar transaction.

14. Insurance/Hold Harmless: During the period that Developer is constructing the improvements on the Property and ending on the date that Monsanto takes occupancy of the improved Property pursuant to the Lease between Developer and Monsanto, Developer covenants and agrees to include LEDA as an additional named insured to all policies of liability insurance obtained by Developer and providing coverage against liability for injury and/or property damage caused by Developer's employees, customers, clients, patrons, visitors, or guests. Commencing on the date that Monsanto takes occupancy of the improved Property pursuant to the Lease between Developer and Monsanto, Monsanto covenants and agrees to include LEDA as an additional named insured to all policies of liability insurance coverage (including through and by means of self insurance) against liability for injury or property damage caused by Monsanto's employees, customers, clients, patrons, visitors, or guests. Additionally, Monsanto agrees to indemnify and hold LEDA harmless from all loss, cost, or expenses (including attorneys fees) arising out of the existence of this Performance Agreement or any interpretation, application, or performance thereunder; provided, however, that Monsanto shall not be required to indemnify LEDA for any losses, costs or expenses arising out of or relating to the negligence or misconduct of LEDA or its employees, customers, clients, patrons, visitors or guests.

15. No Joint Venture: It is specifically agreed that there shall be no joint venture whatsoever between LEDA, Monsanto and Developer and the sole connection between the parties is the contribution of the economic assistance by LEDA under the restricted conditions as set forth herein and that such contributions as stated herein are for the sole purposes as set forth herein and it shall in no way be construed as a continuing basis of financial support by LEDA to Monsanto or Developer. The parties hereto have entered into this Agreement in an arms-length transaction. No agency relationship or fiduciary relationship is intended to be created by this Agreement and no such relationship shall be determined to exist.

16. Good Faith - Normal Business Operations: The parties agree that this Agreement has been entered into in good faith and that each party shall act in good faith in complying with its provisions. The parties further agree to transact all their business under and that which relates to this Agreement in accordance with their normal business operations.

17. Publicity. Any use of a party's name for publicity in connection with the Project must be approved in advance by such party. It is understood that LEDA may make known its contributions to Monsanto and Developer in whatever public manner as may be required by law.

18. Status of Information Provided to LEDA. Any information obtained by LEDA or its agents or assigns during negotiations leading up to the execution of the Agreement or otherwise about the business, have or will be returned upon the execution of this Agreement, subject to a right to a continuing examination by LEDA in order to comply with LEDA's reporting obligations under applicable law, if any. Such information shall be considered confidential and beyond the scope of any Open Records request as proprietary information.

19. Satisfaction of Obligations of Developer upon Completion of Construction and Commencement of Lease. Upon the completion of construction of the facilities and related

improvements by Developer and the occupancy of the improved Property by Monsanto pursuant to the Lease between Developer and Monsanto, Developer's obligations under this Agreement shall be completed and at an end. However, Developer understands and agrees that the Property shall continue to be subject to the terms described in Section 12.B.2. herein, which obligations shall be reflected in the Deed provided by LEDA to Developer and run with the land as contemplated in that Section. Upon the written request of Developer, LEDA shall provide a written confirmation that Developer's obligations under this Agreement have been met and that Developer is no longer obligated under any of the provisions of this Agreement, which written confirmation may not be unreasonably withheld by LEDA.

20. Miscellaneous Provisions:

A. Notices:

For the purposes of any notices to be given, pursuant to the terms of this Agreement, the parties shall use the following addresses or any other address as may be changed by the parties, upon written notice to the other party, as follows:

To LEDA:

(1) Kenny McKay
CEO and President
LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC .
1500 Broadway, 6th Floor
Lubbock, TX 79401

(2) With a copy to:

William F. "Pete" Baker
MCCLESKEY, HARRIGER, BRAZILL & GRAF, L.L.P.
5010 University Avenue, 5th Floor
P.O. Box 6170
Lubbock, TX 79493

To Monsanto:

(1) Monsanto Company
800 N. Lindbergh Blvd.
Creve Coeur, MO 63167
Attn: Mr. Trevor Hohls

(2) With a copy to:

Bryan Cave LLP
211 N. Broadway, Suite 3600
St. Louis, MO 63102
Attn: Harold R. Burroughs

To Developer:

(1) Mr. Carl Ruedebusch, Manager
RAH Lubbock, LLC
4605 Dovetail Drive
Madison, WI 53704

(2) With copies to:

Mr. Scott Harrison
RAH Lubbock, LLC
5200 West 94th Terrace, Suite 204
Prairie Village, KS 66207

AND

Bill Kutsunis, Esq.
Equity Advisors, LLC
350 Junction Road
Madison, WI 53717

Notices shall be deemed to be given upon the placing in the United States Mail, Certified Mail, Return Receipt Requested, to the above-described addresses or as may be changed, pursuant to the terms and conditions hereof.

- B. Entire Agreement: With the exception of the Lease to be entered into between Monsanto and Developer, which Lease is separate from this Agreement, this instrument constitutes the entire agreement between the parties hereto and neither this Agreement nor any of the Exhibits attached hereto, if any, can be altered, changed, or amended in any respect except by an instrument in writing duly executed by both parties.
- C. Governing Law and Performance: This Agreement shall be governed by the laws of the State of Texas and shall be deemed to be executed in and performance called for in Lubbock, Lubbock County, Texas.
- D. Partial Invalidity: In the event that any portion of this Agreement should be found or declared to be invalid for any reason, the remaining provisions of this Agreement shall remain in full force and effect and shall be binding upon the parties. The parties agree that it is their intent for this Agreement to be determined as being an indivisible obligation of the parties.
- E. Binding Effect: This Agreement shall be binding upon the undersigned, their successors and assigns, subject to the express terms of this Agreement concerning assignment.
- F. Force Majeure: If any default or performance of any other covenant or term of this Agreement is delayed by reason of strike, riots, shortages of labor, materials, supplies, or transportation, war, civil commotion, act of God, governmental restrictions, regulations, or interference, fire, or other casualty, or any other circumstances beyond a signatory party's control, then the duty to do or perform the term or covenant, regardless of whether the circumstance is similar to any of those enumerated above or not, is excused during the delay period.
- G. Time is of the Essence: The parties agree that time is of the essence in the execution of this Agreement.

EXECUTED in multiple counterparts, each of which is an original, on this 4th day of January, 2009.

LUBBOCK ECONOMIC DEVELOPMENT
ALLIANCE, INC.

Kenny McKay
Kenny McKay, CEO and President

ATTEST: Terrell M. Davis

Monsanto:

MONSANTO COMPANY

By: Doug Shoemaker
Doug Shoemaker

Its: Project Manager

ATTEST:

Developer:

RAH Lubbock, LLC

By: Carl Ruedebusch
Carl Ruedebusch

Its: Manager

ATTEST: Terrell M. Davis