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MEMORANDUM OF AGREEMENT

WHEREAS, the Monsanto Company (Monsanto) owns and maintains certain business operations in Sangamon County, Illinois, that are located within the Lincoln-Logan County Enterprise Zone (the EZ), and

WHEREAS, Monsanto desires to become exempt from the State of Illinois natural gas tax which puts their business at a competitive disadvantage to other locations in other states, and

WHEREAS, Monsanto desires to have the Lincoln-Logan County Enterprise Zone (said EZ) expanded by adding new territory in Sangamon County, in order to level the playing field with other states and keep this facility competitive for any potential future reinvestment in its Sangamon County or for the expansion of its business operations in the said EZ, and

WHEREAS, the Sangamon County Board must enact certain ordinances and execute certain intergovernmental agreements in order to cause the expansion of the EZ as Monsanto wishes, and

WHEREAS, the creation and expansion of enterprise zones can be a valuable tool to be used by local governments to promote economic growth, job creation, and investment, and

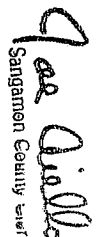

WHEREAS, the Sangamon County Board wants to cooperate with Monsanto in the manner that it desires, and further wants to insure that the economic benefits to the citizens of Sangamon County be shared by all such citizens, to the maximum extent possible, and

WHEREAS, Monsanto supports the desire of the Sangamon County Board to insure that the economic benefits of whatever activities that Monsanto may undertake within the EZ be shared by all the citizens of the County to the maximum extent possible.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. In the event that Monsanto decides to build, add to, modify, renovate, remodel, enlarge, or otherwise undertake any capital improvement project with a total cost exceeding three million dollars (\$3,000,000), over twenty-four (24) months to its facilities in the EZ, it agrees to solicit bids from local vendors and contractors for the purchase the necessary tools, equipment, supplies, materials, labor and other needed items, and inviting bids from such local vendors. Monsanto further agrees to employ local contractors, sub-contractors, and labor, and to give such local vendors and contractors priority if their goods and services are competitively priced and the local vendors and contractors otherwise meet Monsanto's contractor and vendor selection criteria for the making of such purchases. For purposes of this agreement, the word local means the area within fifty (50) miles of Springfield, Illinois. In the event that certain of the above specified items cannot be reasonably obtained within the local area, Monsanto may purchase them from any source it chooses. The Sangamon County Board may request the rationale as to why such purchases can not be made locally, and Monsanto will reply in a reasonable period of time.

If, after a hearing on the factual issues, if requested by Monsanto, the County determines that Monsanto has failed to honor its commitments herein, the County may take the actions necessary to remove from the EZ the territory that the Monsanto facilities now, or hereafter will occupy, and Monsanto will not object if their Sangamon County facilities are removed from the

  
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 Sangamon County Clerk  
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Enterprise Zone.

2. Monsanto further agrees that this agreement is binding upon it and subsidiary corporations, its successors and assigns with respect to the actual construction of such capital improvements.

3. Monsanto further agrees that it supports the desire of the Sangamon County Board to insure that the economic benefits of whatever activities that Monsanto may undertake within the EZ be shared by all the citizens of the County to the maximum extent possible, and will use its best efforts to cause that to occur.

4. Sangamon County agrees that upon its receipt of this agreement from Monsanto, signed by the appropriate company or corporate authorities, it will enact the ordinances and sign the intergovernmental agreements needed to effectuate this agreement.

Date: July 25, 2008

Monsanto Company

by: [Signature] [Signature]

its Manager Construction & Project Controls N.A. Seed Production Land

attest: [Signature]

its Contracts Technician

Sangamon County

by: [Signature]

its: Chairman

attest: [Signature]

its: County Clerk