

KUNIA AGRICULTURE PARK RULES

All entities and persons using or otherwise accessing the Kunia Agriculture Park shall comply with the following park rules (as amended from time to time, the "**Park Rules**"). Without limiting the generality of the foregoing, all Park Licensees (as hereinafter defined) shall require compliance with the Park Rules and shall be responsible for such compliance by such Park Licensee's employees, agents, licensees, invitees, partners and contractors.

1. PURPOSE. The purpose of the Kunia Agriculture Park is to promote the development of diversified agriculture by local farmers by providing appropriately-sized agricultural lots at reasonable license fees. The purpose of these Park Rules is to provide rules for the orderly operation, safety, security and maintenance of the Kunia Agriculture Park.

2. DEFINITIONS.

Capitalized terms not defined herein shall have the meaning set forth in the License Form. As used herein, the following capitalized terms shall have the following defined meanings:

a. "**Access Roads**" shall mean graded farm roads provided by the Foundation or Monsanto for egress and ingress to lots.

b. "**Foundation**" shall mean the Hawaii Agriculture Foundation, a Hawaii non-profit corporation (formerly known as the Hawaii Farm Bureau Foundation for Agriculture).

c. "**Common Areas**" shall mean those locations designated on the Site Plan or map as common areas, including, without limitation, the access roadways, the central oil change pad, the chemical mixing station, the central diesel fueling depot.

d. "**Contraband**" shall mean any item, material, device, equipment, object, substance or other good prohibited by Law or otherwise detrimental to Monsanto's operations on the property bordering the Park.

e. "**Farm/Farmer**" shall mean an individual engaged in the act or practice of cultivating crops and/or breeding and raising livestock.

f. "**Good Husbandry**" shall mean the act or practice of cultivating crops and/or breeding and raising livestock with reasonable skill, care, prudence and diligence as practiced generally by the agricultural industry in the State of Hawaii and shall, without being restricted thereto, include the reasonable minimization of waste; the employment of reasonable and customary soil conservation practices to prevent or arrest loss of soil by erosion, the fertilization of areas subject to cultivation with organic and inorganic fertilizers; the control of pests; the control of noxious weeds; the taking of all steps reasonably necessary to assure against any damage to the water or other natural resources, including keeping records in accordance with industry standards on all agricultural inputs (including without limitation pesticides, fertilizers, growth regulators and water), cropping and tillage operations; and compliance with applicable Laws (including, without limitation, all environmental Laws and any brush fire protocol promulgated by any government agency(ies) responsible for fire protection or prevention in the State of Hawaii).

g. "**Hazardous Materials**" shall mean any chemical, substance, medical or other waste, living organism or combination thereof which is hazardous to the environment, water resources or human or animal health or safety due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects. "Hazardous Materials" shall include, without limitation, petroleum hydrocarbons (including crude oil or any fraction thereof), asbestos, radon, polychlorinated biphenyls (PCBs), methane and all substances defined as "hazardous substances," "hazardous wastes," "extremely hazardous wastes," "hazardous materials" or "toxic substances" pursuant to any environmental Law or which are otherwise listed, defined or regulated in any manner pursuant to any environmental Law.

h. "**Irrigation Systems**" shall mean a non-potable water supply including, but not limited to pipes, valves, meters, tanks, and appurtenant works.

i. "**Kunia Agriculture Park**" shall mean the parcel(s) of land subleased to the Foundation by Monsanto for agricultural use.

j. "**Land Owner**" shall mean Island Palm Communities LLC, a Delaware limited liability company (formerly known as Army Hawaii Family Housing LLC), or its applicable successors and assigns.

k. "**Laws**" shall mean any applicable municipal, state, federal or other governmental statutes, rules, requirements, regulations, laws, standards, orders or ordinances including, without limitation, zoning ordinances and regulations, and covenants, easements and restrictions of record, now in force or hereinafter put into effect, including, without limitation, the Worker Protection Standard (40 CFR Part 170) and all other labor laws, and all quarantine or related regulations pertaining to the growing of crops within the Park and/or control of wild animals or pests.

l. "**License**" shall mean the particular license entered into by a Park Licensee with the Foundation, including the specific provisions thereof.

m. "**Licensee**" shall mean any person, association, partnership, corporation, agricultural cooperatives or other agricultural associations or partnerships meeting the eligibility requirements as set by the Foundation.

n. "**License Form**" shall mean the general form of license agreement utilized by the Foundation to license portions of the Park to the Park Licensees.

o. "**Lots**" shall mean the particular parcels of land licensed by the Park Licensees pursuant to written license agreements with the Foundation on the License Form.

p. "**Manager**" shall mean the property manager appointed by the Foundation, who shall have the authority to enforce the terms of the license and shall represent the Foundation interests.

q. "**Monsanto**" shall mean Monsanto Company, or, if applicable, its successors or assigns holding a direct lease with Land Owner of the land of which the Park is a part.

r. "**Park**" shall mean the Kunia Agriculture Park, as the boundaries thereof may be adjusted by Monsanto from time to time. The current boundaries of the Park are shown on the Site Plan.

s. "**Park Licensee**" shall mean a licensee of the Park pursuant to a written license agreement with the Foundation. In these Park Rules, the term "Park Licensee" shall include, as applicable, such Park Licensee's employees, agents, invitees, licensees and others permitted by such subtenant to access, use or occupy any portion of the Park.

t. "**Park Rules**" shall have the meaning set forth in the Preamble.

u. "**Permitted Substances**" has the meaning set forth in Rule 13(b).

v. "**Pesticides**" shall mean any substance registered under the Federal Insecticide, Fungicide, and Rodenticide Act.

w. "**Security Personnel**" shall mean any representative(s) engaged by Monsanto, the Foundation, and/or the Manager and granted authority by such parties to enforce security in the Park.

x. "**Site Plan**" shall mean the current map or drawing of the individual lots, roadways, common areas, drainage ways and other topographic features defining the Park, as such Site Plan is attached to the applicable License.

y. "**USDA**" shall mean the United States Department of Agriculture including the Natural Resources Conservation Service and other sister agencies.

z. "**Working Hours**" shall mean dawn to dusk hours of day light in accordance with seasonal variances; in general between 5:00 a.m. - 7:00 p.m. in summer months (April - September) and between 6:00 a.m. - 6:00 p.m. in the winter months (October - March).

3. ADMINISTRATION. The Foundation shall administer the Licenses and manage the operation of the Park in accordance with these Park Rules and the terms of the applicable Licenses. In connection with such administration, the Foundation shall have the power to: (a) accept and process applications for Licenses; (b) award and cancel

Licenses; (c) set license and other fees payable pursuant to the terms of the Licenses; (d) establish additional rules and criteria as are necessary in the Foundation's discretion to effectively manage the Licenses and the Park.

4. COMMON AREAS.

a. Generally. The rights of each Park Licensee to utilize the Common Areas are limited to (i) ingress to and egress from such Park Licensee's particular Lot via the roadways identified on the Site Plan or otherwise designated by the Foundation; and (ii) use of the central diesel fueling depot, central mixing station and the central oil change station, if and to the extent permitted by such Park Licensee's License, all in accordance with these Park Rules. No Park Licensee shall use, or permit the use of the Common Areas for any other purpose. No Park Licensee shall use the Common Areas in any manner as to interfere with the use and enjoyment of any of the Common Areas by other Park Licensees. No Park Licensee shall encumber or obstruct, or permit the encumbrances or obstruction of any of the Common Areas. The Foundation reserves the right to control and operate the Common Areas in such manner as the Foundation deems best for the benefit of all Park Licensees generally.

b. Roads. Park Licensees may utilize the roads located within the Park established by the Foundation, subject to such signage as may be posted by the Foundation or such additional rules as may be promulgated by the Foundation with respect to the use of such internal roads. For purposes of accessing the Park, Park Licensees may utilize the major roads depicted on the Site Plan. In no event may Park Licensees enter any property located outside of the Park other than such roadways. The right of Park Licensees to use such roads is nonexclusive and in common with all other parties having rights thereto. Park Licensees' rights to utilize such roads are subject to the relocation of such roads at any time. In the event access to the Park or a particular Lot is unavailable due to the relocation of such roads, the affected Park Licensee's sole remedy shall be as set forth in its License.

c. Boundaries. The boundaries of the Park and the Common Areas are subject to revision by Monsanto and the Foundation at any time. In the event change of such boundaries will materially adversely affect a particular Park Licensee or require the relocation of such Park Licensee, such Park Licensee's sole remedies shall be as set forth in its License.

d. Sanitation Facilities. Park Licensees are required to use portable sanitation facilities provided by the Foundation. Such use of the portable sanitation facilities shall be in accordance with all Laws. The portable sanitation facilities may be located at a central site with adequate access and potable water, as determined by the Foundation.

5. USE

a. Generally. The Lots may only be used for agricultural purposes as more particularly set forth in the License Form, provided such additional accessory uses as may be identified in the specific provisions of each License (and only such additional identified accessory uses) shall also be permitted. In no event may Park Licensees grow corn on the Lots. Violation of the "no corn cultivation" shall be grounds for immediate License termination without recourse.

b. Good Husbandry. In connection with the use of the Lots, Park Licensees shall exercise the practice of Good Husbandry.

c. Livestock.

(i) Generally. No Park Licensee shall permit or suffer the breeding, raising or slaughtering of livestock or any other animal on its Lot except to the extent expressly permitted by its particular License.

(ii) Prohibited Animals. In no event shall any animals be permitted in the Park other than the livestock animals expressly permitted in the specific provisions of each Park Licensee's License. Park Licensees shall comply with all directives issued by Monsanto and the Foundation with respect to the control of wild animals and shall in all events comply with all Laws governing the use and control of such animals.

(iii) Fencing. If a particular Park Licensee is permitted to raise livestock by its License, such Park Licensee may, with the Foundation's prior consent, erect, place or maintain on its Lot any fence, wall or other similar boundary improvement in accordance with applicable Law, and such Park Licensee shall obtain any permits required in connections with the installation of such fences, walls, or similar boundary improvement. Each Park Licensee shall be solely responsible for any damage caused to crops or neighboring properties caused by such Park Licensee's livestock.

(iv) Manure. The use and disposal of livestock manure is governed by the terms of the applicable License and Rule 13(f) below.

(v) Livestock Structures. No structures may be erected to house or otherwise shelter livestock.

(vi) Removal of Dead Livestock. All dead livestock must be removed from the Park within twenty-four (24) hours of the death of the animal. Such removal must be in compliance with Law.

(vii) Pasture Management Plan. Park Licensees that permit grazing by livestock must submit a pasture management plan to the Foundation to ensure the continued viability of the Park.

d. Prohibition on Hunting. Hunting is strictly prohibited in the Park.

e. Prohibition on Waste and Nuisance. Park Licensees shall not commit waste or nuisance in or about the Park.

f. Disposal of Waste; Compost. Park Licensees shall, at their sole cost, dispose of all waste that is or may be a Hazardous Material in accordance with Rule 13.e. All other waste shall be disposed of at the applicable Park Licensee's sole cost on a daily basis in dumpster facilities designated by Manager or, in the absence of such designation, at legal off-site locations outside of the Park. In no event may any waste be disposed of on neighboring property owned or occupied by Monsanto and/or the Land Owner. The use of green waste compost generated pursuant to growing activities on-site is permitted, provided that in no event shall the use of off-site compost be permitted unless approved in writing by the Foundation.

g. Construction Prohibited. In no event may any structures be constructed within the Park without prior written approval from the Foundation. Park Licensees may place movable storage trailers or "pods" on their Lots if and to the extent permitted by each Park Licensee's particular License, however, in no event shall any structure that would require a building permit and/or could result in the creation of a mechanic's lien be permitted.

h. No Residential Use. Residential uses of the Park are strictly prohibited.

i. Vehicles, Machinery and Equipment.

(i) Prohibited Vehicles. No heavy machinery, equipment or vehicles larger in size than a full-size pick-up truck may be utilized by Park Licensees except for vehicles, machinery or equipment that are regularly used by Farmers practicing Good Husbandry with respect to parcels of comparable size to the applicable Park Licensee's Lot.

(ii) Parking. Park Licensees may only park vehicles in the designated parking areas set forth in the Site Plan.

(iii) Overnight Storage. Only vehicles, machinery and equipment used regularly by Farmers practicing Good Husbandry with respect to parcels of comparable size to the applicable Park Licensee's Lot are allowed on the applicable Park Licensee's Lot and to be stored thereon. Any abandoned vehicles or other machinery or equipment are subject to removal at the Foundation's discretion.

(iv) Maintenance. Park Licensees shall maintain all vehicles, machinery and equipment in good condition and repair. No vehicles, machinery or equipment that have any fluid leaks will be allowed in the Park. Each Park Licensee shall be solely responsible for the clean-up of any fluid leaks from its vehicles, machinery and/or equipment.

(v) No Nuisance. No vehicles, machinery and equipment may be used that would be a nuisance or otherwise disturb other Park Licensees. By way of example and not limitation, all vehicles must include mufflers.

j. No Loud Noises. No noise, including the playing of any radio or musical device at unreasonable volumes, that might disturb other Park Licensees in the Park or owners or occupants of neighboring properties, shall be made or permitted by Park Licensees.

k. No Sales. Soliciting and peddling in the Park is prohibited.

l. Prohibition on Firearms. No firearms or other weapons are permitted in the Park.

m. No Underground Storage Tanks. Underground storage tanks are strictly prohibited in the Park.

6. COMPLIANCE WITH LAWS. Park Licensees shall comply with all Laws applicable to the Lots. Upon request by Monsanto or the Foundation, Park Licensees shall show reasonable proof of such compliance with Laws.

7. WATER USAGE.

a. Availability of Water. Water is provided to each Park Licensee by the Foundation under agreement with the Kunia Water Association pursuant to the terms of the License. There is no guarantee to Park Licensees that water will be available to the Park. In the event of interruption of the availability of water to the Park, Park Licensees shall not be entitled to any other remedies other than those expressly set forth in the License. The Foundation may impose an assessment for the water provided to the Park Licensees pursuant to the terms of the applicable License.

b. Use Restrictions. No Park Licensee may utilize water in excess of the amounts set forth in its particular License. Any water made available to the Park shall be for agricultural purposes only and not for human consumption. Water storage tank and/or reservoir may be permitted only with the written consent of the Foundation. Park Licensees shall comply with any and all additional water rules and restrictions as may be promulgated by the Foundation whether by posting of signs or delivery of written notice, with respect to the use of water in the Park, including rules governing access points and timing for pumping of water and temporary restrictions in the event of drought or other periods of low water availability.

8. RIGHT OF ENTRY. Monsanto, the Foundation and/or their respective agents shall have the right to enter into and upon the Park at all reasonable times and upon reasonable notice for the purpose of inspecting the Park (including the individual Lots), enforcing the Park Rules and/or for exhibiting the Lots to prospective purchasers, licensees or lenders.

9. SECURITY. Park Licensees shall comply with any and all security directives issued by Security Personnel. Security Personnel may refuse admission to the Park to any person not properly identified, and may require all persons admitted to or leaving the Park to register. Access to and from the Park by Park Licensees shall be prohibited outside of Working Hours unless otherwise coordinated in advance with Security Personnel. In the event fences are erected on the boundaries of the Park, Park Licensees shall only enter the Park at security entrances designated by Security Personnel and shall in no event circumvent such fences. Each Park Licensee shall be responsible for all persons for whom it requests permission for entrance to the Park and shall be liable for all acts of such persons. Any person whose presence in the Park at any time shall, in the reasonable judgment of Security Personnel, be prejudicial to the safety, character, reputation or interests of the Park or the subtenants thereof may be denied access to the Park or may be ejected therefrom. In case of emergency, Security Personnel may prevent all access to the Park during the continuance of the same, by locking gates or otherwise, for the safety of the subtenants and protection of property in the Park. Security Personnel may require any person entering or leaving the Park with any object to exhibit such object for inspection and may prohibit the object from entering or being removed, but the establishment and enforcement of such requirement shall not impose any responsibility on Monsanto or the Foundation. Security Personnel may remove any Contraband or other items whose presence is otherwise prohibited by the terms of these Park Rules at any time without liability to Park Licensees. The cost of removal of such Contraband shall be at the sole expense of the Park Licensee responsible for bringing such Contraband into the Park. Neither Monsanto nor the Foundation shall, in any way, be liable to any Park Licensees for damages or loss arising from the admission, exclusion or ejection of any person to or from the Park under the provisions of this rule. Park Licensees are solely responsible for securing their own crops and/or equipment. In no event shall Monsanto or the Foundation have any liability for any theft or vandalism.

10. SIGNS. In no event may Park Licensees erect signs within the Park. Park Licensees shall comply with any signs (including road signs) erected by the Foundation or its Manager and shall in no event remove or otherwise deface such signs.

11. NO MINERAL RIGHTS. In no event shall any Park Licensee have any mineral rights with respect to the Park.

12. ARCHAEOLOGICAL SITES. In the event any Park Licensee discovers, or if the Foundation notifies Park Licensees of, any historic, archeological or burial site on the Lot, Park Licensees shall immediately discontinue all operations in the vicinity of such site and, if applicable, notify the Foundation of the same, and otherwise comply with the terms and conditions of the License Form pertaining to archaeological sites.

13. HAZARDOUS MATERIALS.

a. Use Generally. The use and/or transport of any Hazardous Materials that are not Permitted Substances on or across the Lots and/or Common Areas is expressly prohibited. Permitted Substances may be used and/or transported on or across the Lots and/or Common Areas provided such use and transport is in accordance with these Park Rules and applicable Law.

b. Determination of Permitted Substances. Prior to the use of any Hazardous Material or any other substance on the Lots, each Park Licensee must submit a list of substances that such Park Licensee wishes to utilize on the Lots to the Foundation, which list shall set forth the proposed locations and quantities where such Park Licensee intends to utilize such substances and whether the substances are Hazardous Materials. By October 1, Licensee must provide the Foundation and Monsanto the list of substances, along with quantities and locations, it intends to use the following calendar year. The Foundation and Monsanto, in their sole discretion, will determine whether to approve or disprove Licensee's list, either in whole or in part. Only substances set forth in the list submitted by each Park Licensee for the Foundation's and Monsanto's approval and in fact approved by both the Foundation and Monsanto shall constitute "**Permitted Substances**" for such Park Licensee, and such Permitted Substances may only be utilized in such quantities and in such locations as are approved. No later than February 1st of each year, each Park Licensee shall provide the Foundation a list of all substances actually used during the previous calendar year, including the locations and quantities of such substances.

(i) Required Submissions. The list of proposed substances required to be submitted by Park Licensees pursuant to this Rule 13 must include each substance's Material Data Safety Sheet, and identify whether each listed substance has a Re-entry Interval after application.

(ii) Required Postings. In the event any Permitted Substance requires a Re-entry Interval after application, Park Licensees must make all postings in connection therewith required by applicable Law in order to ensure that no one enters the sprayed area too soon following application.

c. Inspection. All substances utilized by Park Licensees are subject to inspection at any time by Security Personnel or other representatives of Monsanto or the Foundation. If, as a result of such inspection, Monsanto or the Foundation determines that such substance constitutes Contraband, Monsanto or the Foundation may immediately require the cessation of use of such substance(s) and/or the removal of such substances from the park, regardless of whether such substance has previously been identified as a Permitted Substance. Monsanto shall have no obligation to perform such inspection, nor shall Monsanto's inspection thereof confirm that such substances are Permitted Substances or otherwise subject Monsanto to any liability.

d. Discontinuance of Use. Either Monsanto or the Foundation may revoke the status of any substance as a Permitted Substance or reduce the allowed quantity or restrict the location that the substance may be used at any time, in which event Park Licensees shall immediately discontinue the use of such substance in accordance with Monsanto's or the Foundation's revocation/reduction/restriction. Each Park Licensee shall remove any such discontinued substance from the Park at its sole expense, subject to any directions or requirements Monsanto or the Foundation may set forth in the notice of such discontinuance.

e. Disposal. Park Licensees shall dispose of all waste comprising Hazardous Materials and/or Permitted Substances, at off-site locations, unless and to the extent the Foundation requires disposal in designated locations, and in accordance with Law. Park Licensees shall provide the Foundation and Monsanto with a copy of any Hazardous Material manifests.

f. Manure. The use of manure generated pursuant to a Park Licensee's livestock operations on-site is permitted in accordance with the terms of this Rule 13.f. In no event shall the use of off-site manure be permitted unless (i) the applicable Park Licensee first submits a manure application plan to the Foundation for its approval; (ii) the Foundation approves such plan in writing; and (iii) application is made in accordance with such plan. If a Park Licensee uses manure in its farming operations, the manure must be either aged or processed and must be incorporated daily. Any manure that is not incorporated must be removed from the Park in accordance with applicable Law and the terms of these Park Rules.

14. FUELING.

a. In-Field Fueling. Park Licensees shall be permitted to fuel vehicles, machinery or other equipment in the field utilizing only (i) gasoline storage drums, tanks or other fuel storage devices that do not exceed 8 gallons in size

and and/or (ii) truck mounted diesel fuel tanks that do not exceed 119 gallons in size or are otherwise approved by the Hawaii Department of Transportation for use without a special use permit.

b. Central Diesel Fueling Depot. Except as expressly set forth in Rule 14.a, in no event shall Park Licensees be permitted to fuel any vehicle, equipment or machinery at any location in the Park, including the Lots, other than at the central diesel fueling depot, which central diesel fueling depot will provide diesel fuel and is initially located as shown on the Site Plan but may be re-located from time to time by the Foundation or Monsanto in their discretion. The central diesel fueling depot shall only be available for fueling during Working Hours or such other hours as the Foundation or the Manager shall designate. The procedures and pricing for obtaining fuel at the central diesel fueling depot shall be determined by the Foundation and either posted or stated in notice by the Foundation or Manager.

c. Limit on Number of Fuel Containers. In no event shall Park Licensees be permitted to utilize more than 4 total gasoline and/or diesel fuel containers (which fuel containers may not exceed the size requirements set forth in Rule 14.a).

15. CENTRAL MIXING STATION.

a. Pesticides. In no event shall Park Licensees be permitted to mix Pesticides unless such Pesticides constitute Permitted Substances and, in any event, such mixing of Pesticides shall not be permitted at any location in the Park, including the Lots, other than at the central mixing station, which central mixing station is initially located as shown on the Site Plan but may be re-located from time to time by the Foundation or Monsanto in their discretion. Licensees may use the central mixing station only for mixing Pesticides that Licensees intend to use on their respective Lot(s) within forty-eight (48) hours of mixing. The central mixing station shall only be available for mixing Pesticides during Working Hours or such other hours as the Foundation or the Manager shall designate. The procedures and pricing for mixing Pesticides at the central mixing station shall be determined by the Foundation and either posted or stated in notice by the Foundation or Manager. All Pesticide mixing shall be conducted in compliance with Law, and all transport of Pesticides to and from the central mixing station and the Lots shall be conducted in accordance with Law.

b. Back Pack Sprayers. On farm mixing of Permitted Substances in small back pack style sprayers will be allowed. Only commercially available back pack size sprayers are permitted, provided that in any event the maximum size of such sprayers shall not exceed 5 gallons. Monsanto, the Foundation and Manager as well as Security Personnel shall have the right to inspect items to be mixed as well as the results of such mixing at any time, and to prohibit such mixing or the removal of such resulting mixture from the central mixing station at their discretion. If such inspection reveals a violation of the terms of the License and/or these Park Rules, the violating Park Licensee may lose all privileges to utilize the central mixing station and otherwise shall be in default under the License Form.

c. Fertilizer Mixing. Fertilizers may be mixed at the central mixing station. Any other fertilizer mixing activities require the use of spill protection approved by the Foundation.

16. CENTRAL OIL CHANGE PAD. In no event shall Park Licensees be permitted to change the oil of any vehicle or machinery at any location in the Park, including the Lots, other than at the central oil change station, which central oil change station is initially located as shown on the Site Plan but may be re-located from time to time by the Foundation or Monsanto at their discretion. The central oil change station shall only be available during Working Hours or such other hours as the Foundation or the Manager shall designate. The procedures and pricing for oil changes at the central oil change station shall be determined by the Foundation and either posted or stated in notice by the Foundation or Manager. The restriction on oil changes shall apply even if vehicles or machinery are non-transportable without an oil change. In such event, the affected Park Licensee shall contact Manager to coordinate towing of such vehicle or machinery by a service provider acceptable to the Foundation.

17. COVENANT AGAINST DISCRIMINATION. No Park Licensees shall discriminate against any person on the basis of age, race, religion, sex, national origin, pregnancy, disability, or any other unlawful basis.

18. DISPUTES. Any disputes between any Park Licensee and any other Park Licensee shall be mediated by and, if necessary, resolution thereof determined by the Foundation and/or the Manager. In the event an affected Park Licensee disagrees with such resolution, such Park Licensee's sole remedy shall be to terminate its License upon thirty (30) days notice to the Foundation.

19. NO LIABILITY OF MONSANTO. Nothing in these Park Rules, the License Form or the particular Licenses shall be construed to impose upon Monsanto any duty or obligation to enforce the Park Rules or terms, covenants or conditions in any other lease, against any Park Licensee and Monsanto shall not be liable to Park Licensees for

violation of the same by any other Park Licensee. In no event shall Monsanto or the Foundation have any liability arising out of the trespass of third parties within the Park.

20. NO LIABILITY OF THE FOUNDATION. In no event does the Foundation have any liability arising out of trespass of third parties within the Park.

21. VIOLATION. A violation of these Park Rules shall be ground for immediate termination of the violating Park Licensee's right to occupy the Park, without limitation of any other remedy that may be available in law or equity to Monsanto and/or the Foundation (including, without limitation, application of such violating Park Licensee's security deposit to cure such violation).

22. CONFLICT. In the event of conflict between these Park Rules and the specific provisions of a particular License, the specific provisions of the License shall control.

23. ADDITIONAL RULES. These Park Rules are in addition to the terms, covenants, agreements and conditions contained in the License Form and each particular License. The Foundation reserve the right to make such other reasonable rules and regulations as in its judgment may from time to time be necessary in its sole discretion for the operation, safety, security and maintenance of the Park. Park Licensees shall observe faithfully, and comply with such other and further reasonable rules and regulations.

24. APPROVAL OF VARIATION. No waiver or variation from these Park Rules shall be permitted without the consent of the Foundation.