

December 12, 2008

VIA EMAIL

Abe Cooper, Esq.
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406

Re: Agreement for Sale and Purchase (the "Agreement") between United States Sugar Corporation, SBG Farms, Inc., and Southern Gardens Groves Corporation, as "USSC", and The South Florida Water Management District, as "SFWMD", for approximately 180,000 acres located in Palm Beach, Glades and Hendry Counties.

Dear Abe:

Enclosed are the following revisions and replacement pages to the Agreement (including the schedules and exhibits), which you are authorized to insert in lieu of the applicable existing pages into the four (4) original Agreements that USSC transmitted to SFWMD on December 8th:

- 1) Agreement – Pages 6, 29, 30 and "List of Schedules and Exhibits" (which is attached at the end of the Agreement before the schedules and exhibits).
- 2) Schedules –
 - a) Schedule 12.a.v (Required Governmental Approvals) (NOTE – one (1) new permit was added).
 - b) Schedule 19.b (Inspection Matters).
 - c) Schedule 19.j (Relocation Area).
- 3) Exhibits –
 - a) Cover Page.
 - b) Exhibit 6.c (Transfer of Governmental Approvals).
 - c) Exhibit 9 (Deed) – First page only.

- d) Exhibit 10.a (Owner's Affidavit) – Second page only.
- e) Exhibit 11.a.viii (Assignment and Assumption of Tenant Leases) – First page only.
- f) Exhibit 11.a.x (Assignment and Assumption of Contracts) – First page only.
- g) Exhibit 12.a.xvi (Beneficial Interest and Disclosure Affidavit).
- h) Exhibit 19.e (Lease) –
 - i) Page containing Section 18.F;
 - ii) Schedule 4 of Lease (Best Management Practices) – Pages 25, 26 and 29 of the Sugar Cane Best Management Plan (NOTE - these were missing from original submission); and
 - iii) Schedule 6 of Lease (Portion of Premises to be Used as Everglades Restoration Project) - Pages 38 and 39.
- i) Exhibit 19.f.ii (Tenant Estoppel Certificate) – First page only.
- j) Exhibit 21.c.iv (Remediation Access Agreement) – First two (2) pages only.

For your convenience, also enclosed are blacklined pages showing the changes that were made to the replacement pages.

Please feel free to call me if you have any questions or comments. Thank you.

Sincerely,


Daniel M. Mackler

Bill Sudow, Esq. (via email w/enc.)
Malcolm S. Wade, Jr. (via email w/enc.)
Ed Almeida, Esq. (via email w/enc.)
Danielle DeVito Hurley (via email w/enc.)
Marybeth Bosko (via email w/enc.)

FTL 352143.1
12/12/08

BUYER shall follow the trade secret protocol established by SELLER attached hereto as **Schedule 6.a.**.

- b. Notwithstanding the foregoing, in no event shall SELLER be obligated to provide any (i) financial or accounting information (e.g., pro-formas, tax returns, production reports, financial statements, appraisals, etc), other than reports listed in subsection (a)(iv) above; (ii) confidential information (i.e., subject to a confidentiality agreement with another party); (iii) information that is proprietary (except for the information described in Paragraph 6.a. above); or (iv) information that pertains to SELLER's business operations or assets other than the Premises.
- c. Prior to or on the Closing Date, to the extent transferable, SELLER ~~shall deliver an assignment of and~~ BUYER shall take such actions as are necessary to transfer all of the Governmental Approvals of each SELLER relating to the Premises, ~~in form and substance as in accordance with Exhibit 6.c~~ attached hereto ~~as Exhibit 6.e~~, subject to the right of SELLER to continue its agricultural operations on the Premises pursuant to the Lease and to continue SELLER's agricultural operations on any other real property leased by SELLER, it being agreed that BUYER and SELLER shall mutually and reasonably cooperate to ensure that SELLER continues to receive the legal rights and entitlements afforded under the Governmental Approvals for such operations. In addition, to the extent permitted by applicable law, BUYER shall be listed as owner and SELLER shall be listed as an operator and/or joint permittee under any Governmental Approvals during the term of the Lease; provided, however, nothing in this subparagraph c. shall be deemed to impair or limit BUYER's regulatory rights to enforce the conditions of any Governmental Approval that BUYER has issued or to obligate BUYER to issue any Governmental Approvals or to obligate BUYER, as purchaser under this Agreement, to take any action that conflicts with the enforcement obligations of the relevant regulatory agencies. This Section shall survive Closing.
- d. BUYER shall (and BUYER shall cause BUYER's Representatives) to keep any and all written or verbal information provided by SELLER or SELLER's Representatives, or otherwise obtained by BUYER, with respect to the Premises or the transactions contemplated hereby, in strict confidence in accordance with the terms and conditions of that certain Confidentiality Letter dated July 5, 2008 between Parent and BUYER, a copy of which is attached hereto as **Schedule 6.d.** "BUYER's Representatives" means any and all of BUYER's directors, officers, officials and employees, legal counsel, consultants, contractors, agents or other representatives engaged by BUYER in connection with the acquisition of the Premises, and investment bankers and underwriters engaged by BUYER to structure and issue the Certificates of Participation or the refinancing of the Certificates of Participation. "SELLER's Representatives" means any and all of SELLER's directors, officers, officials and employees, legal counsel, consultants, contractors, agents or other representatives engaged by SELLER in connection with the conveyance of the Premises.

7. **ADDITIONAL CONDITIONS PRECEDENT TO CLOSING**

- a. In addition to all other conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein or provided elsewhere in this Agreement, the following shall be additional conditions precedent to BUYER's obligation to consummate the purchase and sale contemplated herein:

- p. Appraisal(s). Prior to the execution of this Agreement, BUYER has obtained an appraisal(s) that is in an amount and in a form acceptable to, and complies with the statutorily mandated appraisal standards as determined by, BUYER ~~and Florida Department of Environmental Protection ("FDEP")~~, ~~in their~~, in its sole and absolute discretion (the "Appraisal(s)").
- q. Right of First Refusal.
- i. Offer to Purchase; Notice to Company. If at any time after Closing and subject to subsection (vi) below, SELLER desires to sell for cash or any other form of consideration (including a promissory note or other deferred consideration) any or all of its sugar mill, sugar refinery, internal railroad, and/or external short-line railroad to any Person who, as of the Effective Date, is unaffiliated with SELLER (for purposes of this Section, the "Proposed Transferee"), and has received a bona fide written offer (for purposes of this Section, the "Bona Fide Offer") from such Proposed Transferee to purchase such assets (for purposes of this Section, the "Offered Assets") from such SELLER, the SELLER shall submit a written offer (the "Offer") to sell all, but not less than all, of such Offered Assets to BUYER on terms and conditions, including price, not less favorable to the BUYER than those on which the SELLER proposes to sell such Offered Assets to the Proposed Transferee. The Offer shall disclose the identity of the Proposed Transferee (if any), the Offered Assets proposed to be sold and the terms and conditions, including price, of the proposed sale, and shall be accompanied by a copy of the Bona Fide Offer, together with any information concerning SELLER, its business operations and its assets,

including the Premises, that has been provided by SELLER to the Proposed Transferee, or by the Proposed Transferee to SELLER, in connection with the Bona Fide Offer that has not previously been provided to BUYER, all of which shall be designated "Trade Secret" by SELLER and shall be kept confidential by BUYER in accordance with the Confidentiality Letter. The Offer shall further state that BUYER may acquire the Offered Assets, in accordance with the provisions of this Agreement, for the price and upon the terms and other conditions of the proposed sale to the Proposed Transferee set forth in the Bona Fide Offer. As used in this Agreement, the term "Person" shall be construed broadly and shall include, but not be limited to, an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

- ii. **Exercise of Purchase Right.** If the BUYER desires to purchase the Offered Assets, BUYER shall deliver a written notice of its election to purchase such Offered Assets to the SELLER within forty (40) calendar days of the date of receipt by such holder of the Offer. If BUYER does not timely deliver such written notice of election, then Buyer shall be deemed to have waived its right of first refusal with respect to such Offer and BUYER shall, upon request of SELLER, promptly deliver to SELLER a written waiver of its rights under this **Section 19.g.**
- iii. **Closing.** The closing of the sale of Offered Assets to the BUYER pursuant to this Section shall be made at the offices of the BUYER on such date as may be agreed by the SELLER and the BUYER (but in no event later than the closing date specified in the Offer). Such sale shall be effected by the SELLER's delivery to the BUYER of commercially reasonable documentation, including, without limitation, a purchase and sale agreement, that is necessary to evidence the transfer and conveyance of the Offered Assets to be purchased by the BUYER and the payment to the SELLER of the purchase price in immediately available funds (or other mutually acceptable arrangement).
- iv. **Sale of Offered Assets to Proposed Transferee.** If BUYER declines to purchase the Offered Assets or fails to respond to the Offer in a timely manner as prescribed above, the Offered Assets may be sold by the SELLER at any time thereafter. Any such sale shall be only to the Proposed Transferee or its assignee (to the extent the Bona Fide Offer permits such assignment), at not less than the price and upon other terms and conditions, if any, not more favorable to the Proposed Transferee than those specified in the Offer. Promptly after completing the sale to the Proposed Transferee or its assignee, the SELLER shall provide notice of such sale (the "Notice") to the BUYER. Any Offered Assets not sold pursuant to the Offer shall again be subject to the requirements of a prior offer pursuant to this Section.
- v. In no event shall the provisions of this Section be assigned by BUYER, other than to ~~FDEP~~ the Florida Department of Environmental Protection ("FDEP").

Blackline Purchase Agreement

LIST OF SCHEDULES AND EXHIBITS

Schedules

Schedule 5.a	Survey Requirements
Schedule 6.a	Trade Secret Protocol
Schedule 6.d	Confidentiality Letter
Schedule 12.a.ii(A)	Third Party Rights to Real Property
Schedule 12.a.ii(B)	List of Tenant Leases
Schedule 12.a.iii	Compliance with Laws
Schedule 12.a.v	Required Governmental Approvals
Schedule 12.a.vi	Proceedings
Schedule 12.a.ix	Determinations
Schedule 12.a.xiii	Outstanding Agreement for Purchase and Sale of Premises
Schedule 12.a.xvii	Tenant Leases - Representations
Schedule 12.a.xx	Insurance Policies Relating to Premises
Schedule 19.b	Inspection Matters
Schedule 19.j.	Relocation Area

Exhibits

Exhibit A-1	Legal Descriptions of Premises
Exhibit A-2	Property to be Retained by Seller
Exhibit 6.c	Assignment and Assumption <u>Transfer</u> of Governmental Approvals
Exhibit 7.a.x	General Escrow Agreement
Exhibit 7.a.xiv	Legal Opinion
Exhibit 9	Deed
Exhibit 10.a	Owner's Affidavit

SCHEDULE 12.a.v

REQUIRED GOVERNMENTAL APPROVALS

List of Required Governmental Approvals

Item #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
1.	Bourne and Boy Ditch and Fence on R/W	Right of Way	Palm Beach County	Parent	06009-R	Buyer
2.	Bourne 10, 2, 3, 4, & 5	Right of Way	Palm Beach County	Parent	50-00187-R	Buyer
3.	Prewitt 1	Right of Way	Palm Beach County	Parent	50-00170-R	Buyer
4.	Section 34	Right of Way	Palm Beach County	Billy Rogers	50-00239-R	Buyer
5.	Section 35 (T44S, R36E)	Right of Way	Palm Beach County	Parent	50-00027-R	Buyer
6.	Wetherald 2 & 3	Right of Way	Palm Beach County	Parent	50-00375-R	Buyer
7.	Bolles Canal Levee	Right of Way	Palm Beach County	Parent	06596-R	Buyer
8.	Curran Land	Right of Way	Palm Beach County	South Bay Growers, Inc.	26-00039-R	Buyer
9.	Dunwoody Plant, Sec. 1, 2 & 3	Right of Way	Hendry County	Parent	09141-R	Buyer
10.	Ritta D.D. Culv. No. 1 connection	Right of Way	Palm Beach County	Parent	50-00105-R	Buyer
11.	Vaughn R/W	Right of Way	Palm Beach County	Parent	50-00183-R	Buyer
12.	Knight Land	Right of Way	Hendry County	S.N. Knight Jr.	26-00074-R	Buyer
13.	Dunwoody Unit I	Right of Way	Hendry County	Parent	09310-R	Buyer
14.	Southern Unit I	Right of Way	Hendry County	Parent	26-00094-R	Buyer
15.	Hageman Culv. Crossing	Right of Way	Hendry County	Parent	07559-R	Buyer
16.	L - 8 Vehicle Bridge	Right of Way	Palm Beach County	Parent	06081-R	Buyer
17.	Miami Canal Vehicle Bridge	Right of Way	Palm Beach County	Parent	02453-R	Buyer
18.	W.P.B. Canal Vehicle Bridge at Boy Farm	Right of Way	Palm Beach County	Parent	07553-R	Buyer
19.	Boca Chica (partial ownership)	Right of Way	Palm Beach County	Parent	50-00107-R	Buyer
20.	Tecan I (partial ownership)	Right of Way	Hendry County	Tecan Inc.	26-00113-R	Buyer
21.	Talisman West - PS4 (partial ownership)	Right of Way	Palm Beach County	Parent	50-00168-R	Buyer
22.	Bridge Over L-13 - Cross Canal (partial ownership)	Right of Way	Palm Beach County	Parent	02191-R	Buyer
23.	W. P. B. Canal RR/Vehicle Bridge	Right of Way	Palm Beach County	Parent	04629-R	Buyer
24.	Miami Canal R.R. / Truck Bridge	Right of Way	Palm Beach County	Parent	06239-R	Buyer

Item #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
50.	Dunwody Unit I	Surface Water Management	Hendry, Southern Gardens	Parent	26-00423-S	Buyer
51.	Dunwody, Sec. 10	Surface Water Management	Hendry, Southern Gardens	Parent	26-00485-S	Buyer
52.	Southern Grove Unit I/ Southern Division Ranch Unit I	Surface Water Management	Hendry, Southern Gardens	Parent	26-00094-S	Buyer
53.	Harlem Add. No. 8 & 9	Surface Water Management	Hendry, Residential Sub.	Parent and Sugar land Drainage District as operating entity	26-00402-S	Buyer
54.	Boca Chica (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00107-S	Buyer
55.	Talisman West (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00168-S	Buyer
56.	Florida Sugar (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00221-S	Buyer
57.	Deer Fence Canal Trustee - Deer Fence Canal Control Culverts	Surface Water Management	Palm Beach	Drainage Canal Trust to the attention of Raymond Unit	85-00057-S	Buyer
58.	Basore (partial ownership)	Surface Water Management	Palm Beach	Parent as co-applicant only	50-00436-S	Buyer
WATER USE						
59.58.	Bourne 1, 2, 3, & 5	Water Use	Palm Beach Canal L-10	Parent	50-00187-W	Buyer
60.59.	Bourne Farm Tractor Shop	Water Use	Palm Beach Bourne	Parent	50-03785-W	Buyer
61.60.	Boy Farm	Water Use	Palm Beach Canal L-12	Parent	50-00173-W	Buyer
62.61.	Prewitt 1 Plantation	Water Use	Palm Beach Canal L-14	Parent	50-00170-W	Buyer
63.62.	Prewitt 2	Water Use	Palm Beach	Parent	50-00266-W	Buyer
64.63.	Rabbit Island/ Section 2, 3 and 11	Water Use	South Shore	South Bay Growers, Inc.	50-00217-W	Buyer
65.64.	Section 19	Water Use	Runyon	South Bay Growers, Inc.	50-00220-W	Buyer
66.65.	Section 23 South Shore Farm	Water Use	Palm Beach	Parent	50-03201-W	Buyer
67.66.	Section 34 Farm	Water Use	Palm Beach L-21	SBG	50-00239-W	Buyer
68.67.	Wetherald Farm Section 35 (T44S, R36E)	Water Use	Palm Beach L-21	Parent	50-03200-W	Buyer
69.68.	Wetherald I	Water Use	Palm Beach LWD Canal L-21	Parent	50-00375-W	Buyer
70.69.	Curtin Land / Mott and Vaughn Plantations	Water Use	Hendry and Palm Beach	South Bay Growers, Inc.	26-00039-W	Buyer
71.70.	Dunwody Plant. Sec. 26, 34 & 35	Water Use	Hendry	Parent and South Bay Growers, Inc.	26-00292-W	Buyer
72.71.	Dunwody Plant. Sec. 1, 2 & 3	Water Use	Hendry	Parent	26-00377-W	Buyer

LANDOWNER AGREEMENTS WITH THE 298 DISTRICTS

Item #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
95.94.	Landowner Agreement, dated July 29, 2004, by and between South Shore Drainage District and US Sugar Corp	Works of the District Agreement	South Shore Drainage District	Parent	N/A	South Shore Drainage District (as described in 50-00081-E)
96.95.	Landowners Agreement, dated November 15, 1993, by and between Bolles Drainage District and Robert E. Fritz, Trustee	Works of the District Agreement	Bolles Drainage District	Robert E. Fritz, Trustee	N/A	Bolles Drainage District (as described in 26-00010-E)
97.96.	Landowner Agreement, dated May 29, 1992, by and between Everglades Agricultural Area Environmental Protection District and South Bay Growers, Inc.	Works of the District Agreement	Everglades Agricultural Area Environmental Protection District	South Bay Growers, Inc.	N/A	EAA EPD (as described in 50-40000-1-E)
98.97.	Landowner Agreement, dated May 29, 1992, by and between Everglades Agricultural Area Environmental Protection District and United States Sugar Corporation	Works of the District Agreement	Everglades Agricultural Area Environmental Protection District	Parent	N/A	EAA EPD (as described in 50-40000-1-E)
99.98.	Landowner Agreement, dated September 16, 1993, by and between East Beach Water Control District and United States Sugar Corporation	Works of the District Agreement	East Beach WCD	Parent	N/A	East Beach WCD (as described in 50-00033-E)
100.99.	Landowner Agreement, dated August 24, 2000 by and between East Shore Water Control District and United States Sugar Corporation	Works of the District Agreement	East Shore WCD	Parent	N/A	East Shore WCD (as described in 50-00080-E)
101.10	Landowner Agreement, dated September 16, 1993, by and between Pelican Lake Water Control District and United States Sugar Corporation	Works of the District Agreement	Pelican Lake Water Control District	Parent	N/A	Pelican Lake WCD (as described in 50-00015-E)
102.10	Landowner Agreement, dated October 28, 1993, by and between Pahokee Water Control District and United States Sugar Corporation	Works of the District Agreement	Pahokee WCD	Parent	N/A	Pahokee WCD (as described in 50-00002-E)
103.10	Landowner Agreement, dated September 16, 1993, by and between South Florida Conservancy District and United States Sugar Corporation	Works of the District Agreement	South Florida Conservancy District	Parent	NA	South Florida Conservancy District (as described in 50-00010-E)
104.10	Landowner Agreement, dated July 29, 2004, by and between South Shore Drainage District and SBG Farms Inc.	Works of the District Agreement	South Shore Drainage District	Parent	N/A	South Shore Drainage District (as described in 50-00081-E)
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION						
105.10	Aboveground Storage Tank (Lake Hiapoochee Nichols/Retention Pond	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64654	Florida Department of Environmental Protection
106.10	Aboveground Storage Tank (Doverspike Pond 2)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64065	Florida Department of Environmental Protection
107.10	Aboveground Storage Tank (Doverspike Pond 3)	Storage Tank	Benbow – Hendry County	Parent	Facility # 268731985 USSC # 64673	Florida Department of Environmental Protection
108.10	Aboveground Storage Tank (Townsite Farm, replaced old tank #33)	Storage Tank	Townsite – Hendry County	Parent	Facility # 268731987 USSC# (no USSC# provided)	Florida Department of Environmental Protection

ITEM #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
109.10	Aboveground Storage Tank (South Line Pump Station – 7 pumps)	Storage Tank	Townsite – Hendy County	Parent	Facility # 268731987 USSC# 63007	Florida Department of Environmental Protection
110.10	Aboveground Storage Tank (Vaughn Bolles Sec.36)	Storage Tank	Mott – Hendy County	Parent	Facility # 268731988 USSC# 64739	Florida Department of Environmental Protection
111.11	Aboveground Storage Tank (Vaughn Griffin Sec.23 aka Mott 3)	Storage Tank	Mott – Hendy County	Parent	Facility # 268731988 USSC# 63010	Florida Department of Environmental Protection
112.11	Aboveground Storage Tank (On Hendry – PB County line)	Storage Tank	Mott- Hendy County	Parent	Facility # 268731988 USSC# 70201	Florida Department of Environmental Protection
113.11	Aboveground Storage Tank (Rittita Tractor Shed)	Storage Tank	Rittita – Palm Beach County	Parent	Facility # 508623012 (no USSC# provided)	Florida Department of Environmental Protection
114.11	Aboveground Storage Tank (Section 27 (Vaughn 3))	Storage Tank	Vaughn Farm – Palm Beach County	Parent	Facility # 508623015 USSC# 63012	Florida Department of Environmental Protection
115.11	Aboveground Storage Tank (Section 19 (Vaughn Unit 2))	Storage Tank	Vaughn Farm – Palm Beach County	Parent	Facility # 508623015 USSC# 64632	Florida Department of Environmental Protection
116.11	Aboveground Storage Tank (Section 22 (Weatherald 1))	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63013	Florida Department of Environmental Protection
117.11	Aboveground Storage Tank (Weatherald 2)	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63014	Florida Department of Environmental Protection
118.11	Aboveground Storage Tank (Section 32/33 (Weatherald 3))	Storage Tank	South Shore Farm – Palm Beach County	Parent	Facility # 5087311989 USSC# 63015	Florida Department of Environmental Protection
119.11	Aboveground Storage Tank (Prewitt Office)	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 (no USSC# provided)	Florida Department of Environmental Protection
120.11	Aboveground Storage Tank (Old FI Sugar off Old 80 (Prewitt 3))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63046	Florida Department of Environmental Protection
121.12	Aboveground Storage Tank (Section 10 (Prewitt 1))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63000	Florida Department of Environmental Protection
122.12	Aboveground Storage Tank (Section 30 (Prewitt 2))	Storage Tank	Prewitt – Palm Beach County	Parent	Facility # 508731999 USSC# 63001	Florida Department of Environmental Protection
123.12	Aboveground Storage Tank (Section 14 Bulk Tank (Runyon))	Storage Tank	Runyon – Palm Beach County	Parent	Facility # 508732000 USSC# 70001	Florida Department of Environmental Protection
124.12	Aboveground Storage Tank (Bourne 3)	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63005	Florida Department of Environmental Protection
125.12	Aboveground Storage Tank (Bourne 2)	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63004	Florida Department of Environmental Protection
126.12	Aboveground Storage Tank (Section 32 (Bourne 5))	Storage Tank	Bourne – Palm Beach County	Parent	Facility # 508732003 USSC# 63003	Florida Department of Environmental Protection

Item #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
127.42	Aboveground Storage Tank (Section 2 (Bourne 1))	Storage Tank	Bourne - Palm Beach County	Parent	Facility # 508732003 USSC# 63002	Florida Department of Environmental Protection
128.42	Aboveground Storage Tank (Boy pumping station)	Storage Tank	Boy - Palm Beach County	Parent	Facility # 508732004 USSC# 63016	Florida Department of Environmental Protection
129.42	Aboveground Storage Tank (Boy tractor shed)	Storage Tank	Boy - Palm Beach County	Parent	Facility # 508732004 USSC# 7000	Florida Department of Environmental Protection
130.42	Aboveground Storage Tank (South Shore Tractor Shed)	Storage Tank	South Shore - Palm Beach County	Parent	Facility # 508732388 USSC# 70200	Florida Department of Environmental Protection
131.43	Aboveground Storage Tank (South Shore Tractor Shed - Tanks 1, 2 and 3)	Storage Tank	South Shore - Palm Beach County	Parent	Facility # 508732388 USSC# 70200	Florida Department of Environmental Protection
132.43	Aboveground Storage Tank (Section 15 (Ritta J.C. Pump station))	Storage Tank	Mott - Palm Beach County	Parent	Facility # 509200672 USSC# 63011	Florida Department of Environmental Protection
133.43	Industrial Waste Water Facility/Agricultural Use Plan	IWWF	Hendry County	Southern Gardens Citrus Processing Corporation	Fia014296	Florida Department of Environmental Protection
134.43	Florida Department of Environmental Protection Storage Tank Registration - Southern Gardens Groves	Storage Tank	Hendry County	Parent	Facility Nos. 8520167, 8731944, and 8732389	Florida Department of Environmental Protection
FLORIDA DEPARTMENT OF HEALTH						
135.43	Vaughn Village Operating Permit (Migrant Labor Camp)	Operating Permit	Hendry County	Vaughn Village	26-52-00446	Florida Department of Health
136.43	Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-03585	Florida Department of Health
137.43	Vaughn Village Limited Use Operating Permit	Operating Permit	Hendry County	USSC	26-57-03586	Florida Department of Health
138.43	Vaughn Village Limited Use Operating Permit	Operating Permit	Hendry County	Vaughn Village #3	26-57-03587	Florida Department of Health
139.43	Devils Gardens Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Devil's Garden South House	26-57-00051	Florida Department of Health
140.43	Dunwody Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-00057	Florida Department of Health
141.44	Alcoma Limited Use Operating Permit	Operating Permit	Hendry County	SGGC	26-57-00179	Florida Department of Health
142.44	Southern Horse Barn Limited Use Water	Operating Permit	Hendry County	SGCP - Horse Barn	26-57 - 914253	Florida Department of Health
143.44	Southern Gardens Citrus Limited Use Operating Permit	Operating Permit	Hendry County	Southern Gardens Citrus	26-57-00055	Florida Department of Health
144.44	United States Sugar Corporation Vaughn Farm Office Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Vaughn Farm office	26-57-00052	Florida Department of Health
145.44	United States Sugar Corporation Southern Division Citrus Office Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Citrus Office Southern Div.	26-57-00053	Florida Department of Health
146.44	United States Sugar Corporation Southern Division Citrus Tractor Shed #3 Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Div. Citrus Tractor Sh #3	26-57-00054	Florida Department of Health

Item #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
147.14	United States Sugar Corporation Southern Division Citrus Foreman's House Limited Use Operating Permit	Operating Permit	Hendry County	USSC - Southern Division Citrus - Foreman's House	26-57-00056	Florida Department of Health
148.14	Prewitt R.O. Water Plant	Water Treatment Facility	Palm Beach County	Parent	239533-002-WC	Florida Department Of Health
149.14	R.O. System for Prewitt Tractor Shed	Water Treatment Facility	Palm Beach County	Parent	239533-001-WC	Florida Department Of Health
U.S. ARMY CORPS OF ENGINEERS						
150.14	Southern Division Unit I	United States Army Corps of Engineers	Hendry County	Parent	89IPD-20207	United States Army Corps of Engineers
151.15	Southern Division Unit 2	United States Army Corps of Engineers	Hendry County	Parent	89IPD-20207	United States Army Corps of Engineers
152.15	Devil's Garden N & S	United States Army Corps of Engineers	Hendry County	Parent	89NWN-90662	United States Army Corps of Engineers
153.15	Dunwoody area	United States Army Corps of Engineers	Hendry County	Parent	90NWN-00245	United States Army Corps of Engineers
154.15	Van Ness Ranch	Department of the Army	Hendry County	Parent	199605653 (NW-JP)	Department of the Army
FLORIDA DEPARTMENT OF TRANSPORTATION						
155.15	For a driveway to a pump station of US 27, west of Clewiston	Agriculture	U.S. 27	Parent	98A1930006	Florida Department of Transportation
156.15	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023730	Florida Department of Transportation
157.15	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 0237321	Florida Department of Transportation
158.15	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023733	Florida Department of Transportation
159.15	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023732	Florida Department of Transportation
160.15	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023734	Florida Department of Transportation
161.16	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023720	Florida Department of Transportation
162.16	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023721	Florida Department of Transportation
163.16	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023723	Florida Department of Transportation

Item #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
164.46	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023722	Florida Department of Transportation
165.46	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023726	Florida Department of Transportation
166.46	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023724	Florida Department of Transportation
167.46	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023728	Florida Department of Transportation
168.46	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023725	Florida Department of Transportation
169.46	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023729	Florida Department of Transportation
170.46	Farm equipment self propelled or under own power	Overweight / Overdimensional Permit	N/A	Parent	LR 023727	Florida Department of Transportation
171.47	Construction or Industrial Equipment, or Prefab Structural Item On Truck Tractor	Overdimensional / Overweight Permit	N/A	Parent	JD 108915	Florida Department of Transportation
172.47	United States Sugar Corporation	Hazardous Materials Certificate of Registration For Year(s) 2008-2009	N/A	Parent	052008 550 061Q	U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration
FLORIDA DEPARTMENT OF AGRICULTURE						
173.47	Open Air Burn Permits	Seller receives temporary, daily authorizations from the Florida Department of Agriculture to allow open burning associated with their agricultural operations.				
PALM BEACH COUNTY						
174.47	Florida Rock Industries – Palm Beach County Zoning Resolution R-2006-0708	Zoning / Conditional Use	Palm Beach County	Parent – as co-applicant	R-2008-0708	Palm Beach County
175.47	Stewart Mining Industries, Inc. – Palm Beach County Zoning Resolution R-2006-0931	Zoning / Conditional Use	Palm Beach County	Parent – as co-applicant	R-2006-0931	Palm Beach County
CITY OF CLEWISTON						

Written Notices

None.

Item #	PROJECT NAME OR DESCRIPTION	TYPE OF PERMIT	PROPERTY DESCRIPTION	HOLDER	PERMIT NO.	AGENCY
176.47 5.	Multi-Family - Other - City of Clewiston Ordinance No. 2006-13	Local Government Zoning Approval	South Francisco Street between Sonora Avenue and Arroyo Avenue, Clewiston, containing 15.32 acres of land	N/A	Ordinance No. 2006-13	City of Clewiston
177.47 6.	Mixed Use Planned Unit Development District - City of Clewiston Ordinance No. 2006-8	Local Government Zoning Approval	20 acre parcel on south side of US 27 along the western boundary of the City of Clewiston	N/A	Ordinance No. 2006-8	City of Clewiston

SCHEDULE 19.b

INSPECTION MATTERS

1. Best Management Practices and Monitoring
2. Soil Inversion Project and Results and Related Environmental Matters
3. Permits/Governmental Approvals
4. Title Matters in Relation to SELLER's Representations and Covenants
5. Survey
6. Unrecorded Easements and Agreements Disclosed by ~~USSC~~SELLER and its Counsel
- ~~5-7~~ 7. Railroad Relocation Agreement and Related Railroad Agreements and Easements
- ~~6-8~~ 8. Insurance Claims and Information

SCHEDULE 19.J

RELOCATION AREA

{SEE ATTACHED}

**ANY PORTION OF THE RAILROAD SYSTEM LOCATED WITHIN THE EXTERNAL
BOUNDARIES OF THE PREMISES**

Blackline Exhibit Cover Page

Exhibits

Exhibit A-1	Legal Descriptions of Premises
Exhibit A-2	Property to be Retained by Seller
Exhibit 6.c	Assignment and Assumption <u>Transfer</u> of Governmental Approvals
Exhibit 7.a.x	General Escrow Agreement
Exhibit 7.a.xiv	Legal Opinion
Exhibit 9	Deed
Exhibit 10.a	Owner's Affidavit
Exhibit 10.c.iv	General Letter of Credit
Exhibit 11.a.viii	Assignment and Assumption of Tenant Leases
Exhibit 11.a.x	Assignment and Assumption of Contracts
Exhibit 12.a.xvi	Beneficial Interest and Disclosure Affidavit
Exhibit 19.e	Lease
Exhibit 19.f.ii	Tenant Estoppel Certificate
Exhibit 21.c.iv	Remediation Access Agreement

EXHIBIT 6.c

ASSIGNMENT AND ASSUMPTIONTRANSFER OF GOVERNMENTAL APPROVALS

~~THIS ASSIGNMENT AND ASSUMPTION OF GOVERNMENTAL APPROVALS (this "Assignment"), dated this _____ day of _____, 200__, by and between UNITED STATES SUGAR CORPORATION, a Delaware corporation, SBG FARMS, INC., a Florida corporation, and SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation, collectively, as assignor (collectively, the "Assignor"), and SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created under Chapter 373 of the Florida Statutes, as assignee (the "Assignee").~~

~~WHEREAS, Assignor and Assignee are parties to that certain Agreement for Sale and Purchase dated as of _____, 2008 (the "Agreement"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;~~

~~WHEREAS, pursuant to the Agreement, Assignor desires to assign, transfer, set over and deliver to Assignee, without recourse, representation or warranty of any kind, all of Assignor's right, title and interest in and to the licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits issued by the Assignor), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Premises, or any portion thereof, all to the extent transferable, which are more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Governmental Approvals"); and~~

~~WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Governmental Approvals.~~

~~NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby incorporate the above recitals and covenant and agree as follows and take the following actions:~~

~~1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, without recourse, representation or warranty of any kind, all of Assignor's right, title and interest in and to the Governmental Approvals, to the extent transferable, from and after the date hereof (the "Assignment Date"), subject to the right of Assignor to continue its agricultural operations on the Premises pursuant to the Lease and to continue Assignor's agricultural operations on any other real property leased by Assignor, it being agreed that Assignee and Assignor shall mutually and reasonably cooperate to ensure that Assignor continues to receive the legal rights and entitlements afforded under the Governmental Approvals for such operations. In addition, to the extent permitted by applicable law, Assignee shall be listed as owner and Assignor shall be listed as an operator and/or joint permittee under any Governmental Approvals during the term of the Lease; provided, however, nothing in this Section shall be deemed to impair or limit Assignee's~~

~~regulatory rights to enforce the conditions of any Governmental Approval that Assignee has issued or to obligate Assignee to issue any Governmental Approvals or to obligate Assignee, as purchaser under the Agreement, to take any action that conflicts with the enforcement obligations of the relevant regulatory agencies. In order to further effectuate this Assignment with respect to any Governmental Approvals issued by Assignee, Assignor shall comply with the transfer procedures set forth on Exhibit "B" attached hereto.~~

~~2. Assignee hereby assumes the Governmental Approvals and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Governmental Approvals accruing and arising on or after the Assignment Date.~~

~~3. This Assignment shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.~~

~~4. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.~~

~~[TEXT AND SIGNATURES FOLLOW]~~

~~IN WITNESS WHEREOF~~, this Assignment and Assumption of Governmental Approvals has been signed, sealed and delivered by the parties as of the date first above written.

~~Witnessed by:~~

~~ASSIGNOR:~~

~~UNITED STATES SUGAR CORPORATION,~~
~~a Delaware corporation~~

~~Witness:~~ _____

~~By:~~ _____

~~Name:~~ _____

~~As its:~~ _____

~~Witness~~ _____

~~Date of Execution~~ _____

~~SBG FARMS, INC., a Florida corporation~~

~~Witness:~~ _____

~~By:~~ _____

~~Name:~~ _____

~~As its:~~ _____

~~Witness~~ _____

~~Date of Execution~~

~~SOUTHERN GARDENS GROVES-~~
~~CORPORATION, a Delaware corporation~~

~~Witness:~~ _____

~~By:~~ _____

~~Name:~~ _____

~~As its:~~ _____

~~Witness~~ _____

~~Date of Execution~~

~~ASSIGNEE:~~

~~SOUTH FLORIDA WATER-~~
~~MANAGEMENT DISTRICT,~~
~~a public corporation created under Chapter-~~
~~373, Florida Statutes~~

~~Witness:~~ _____

~~By:~~ _____

~~Name:~~ _____

~~As Its:~~ _____

~~Witness~~ _____

~~Date of Execution~~ _____

Exhibit "A" to Exhibit 6.c

GOVERNMENTAL APPROVALS

{To be attached at Closing}

Exhibit "B" to Exhibit 6.e

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

**~~Request for Environmental Resource,
Surface Water Management,
Water Use or Wetland Resource Permit Transfer~~**

~~(to be completed, executed and submitted by the new owner)~~

~~SOUTH FLORIDA WATER MANAGEMENT DISTRICT
Environmental Resource Regulation~~

It is hereby requested that District Permit No.(s) _____,
issued under Application No.(s) _____ be
transferred as follows:-

FROM: Name _____
Address _____
City _____ State _____ ZIP _____
Project Name _____
Permitted Acreage _____

TO: Name _____
Address _____
City _____ State _____ ZIP _____
E-mail Address _____ Acreage to be transferred _____
Project Name _____

~~Enclosed are the following documents:-~~

~~Recorded copy of documents effectuating transfer of ownership~~

~~Permit Application Processing fee(s)~~

~~Project or boundary map~~

~~Pursuant to Rule 40E-1.6107, Rule 40E-2.351 (Water Use), and Rule 40E-4351 (Environmental Resource), Florida Administrative Code, the undersigned agrees to be bound by all terms and conditions of the permit, including any subsequent modifications thereto. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.~~

~~(Deviation from the permitted acreage, such as the purchase of less acreage than permitted, or from any activities authorized by a District Permit shall require a Permit modification prior to consideration of Permit transfer.)~~

~~Print Name of New Permittee~~

~~Authorized Signature~~

~~Title~~

~~Telephone Number~~

~~Date~~

~~Form 0483 (09/2004)~~

~~40E-1.6105 Notification of Transfer of Interest in Premises~~

~~Within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer. Notification of a transfer shall not constitute a permit transfer pursuant to Rule 40E-1.6107.~~

~~Specific Authority: 373.044, 373.113 F.S.~~

~~Law Implemented; 373.083, 373.171, 373.309, 373.416, 373.426, 373.429, 373.436 F.S.~~

~~History--New: 5-11-93~~

~~40E-1.6107 Transfer of Environmental Resource or Water Use Permit~~

~~(1) To transfer a water use or environmental resource permit, the permittee, in addition to satisfying the application provisions in Rules 40E-2.351 and 40E-4.351, F.A.C., must provide information required in Rule 40E-1.6105, F.A.C., together with a written statement from the proposed transferee that it has reviewed the District permit and project design and will be~~

~~bound by all terms and conditions of the permit, including all compliance requirements, for the duration of the permit.~~

~~(2) The District shall approve the transfer of a permit unless it determines that the proposed transferee cannot provide reasonable assurances that conditions of the permit will be met. The determination shall be limited solely to the ability of the new permittee to comply with the conditions of the existing permit, and it shall not concern the adequacy of those permit conditions.~~

~~(3) The District shall approve the transfer of the permit if the requirements in Subsections (1) and (2) are met. If the District proposes to deny the transfer, it shall provide both the permittee and the proposed transferee a written objection to such transfer together with the notice of right to request a Chapter 120, P.S., proceeding on such determination.~~

~~4) Until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for any corrective actions that are required as a result of any violations of the permit prior to the transfer of the permit.~~

~~Specific Authority: 1 20.53(1), 373.044, 373.113, F.S.~~

~~Law Implemented: 373.083, 373.171, 373.309, 373.416, 373.426, 373.429, 373.436 F.S.~~

~~History—New: 5-11-93, Amended~~

~~Letter to be prepared by the Assignor:~~

~~Assignor shall acknowledge that a certain Surface Water Management Permit exists and shall provide in writing acknowledgment that in accordance with Chapter 40E-2 Florida Administrative Code (F.A.C.) Assignee will fill out the proper documentation for the transfer of the permit the new owner.~~

~~BUYER agrees to be bound by all terms and conditions of the permit, including any subsequent modifications hereto.~~

~~Name of New Permittee~~

~~See attached form for New Permittee~~

~~**Note: The following should be included:-**~~

- ~~1. Project or boundary map, or survey~~
- ~~2. Recorded copy of Warranty Deed~~

~~[SEE ATTACHED]~~

EXHIBIT 9

DEED

This instrument prepared by:
Daniel M. Mackler, Esq.
Gunster, Yoakley & Stewart, P.A.
450 E. Las Olas Blvd., Suite 1400
Ft. Lauderdale, FL 33301

STATUTORY WARRANTY DEED

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this ____ day of ___, 2009, between **UNITED STATES SUGAR CORPORATION**, a Delaware corporation [SBG FARMS, INC., a Florida corporation] [SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation], whose post office address is 111 Ponce de Leon Avenue, Clewiston, Florida 33440, ("**Grantor**"), and _____, whose post office address is _____, ("**Grantee**").

WITNESSETH, That Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold ~~Seller's interest~~ to Grantee, its successors and assigns forever, the following described land, situate, lying and being in the Counties of Glades, Hendry and Palm Beach, State of Florida, to wit:

See **Exhibit A** attached hereto and made a part hereof (the "**Land**").

TOGETHER with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO zoning; restrictions, prohibitions and other requirements imposed by governmental authority; easements, restrictions, easements—and-other-matters reservations, covenants and rights of way of record, if any, but without the intent to reimpose any of the foregoing; and taxes for the year of 2009 and subsequent years.

AND Grantor does hereby fully warrant the title to said Land, and will defend the same against the lawful claims of all persons whomsoever.

TO HAVE AND TO HOLD the same in fee simple forever.

4. That there are no matters pending or threatened against the Corporation which could give rise to a lien which would attach to the Property between _____, 2008 at _____.m., the effective date of that certain Commitment No. _____ underwritten by Chicago Title Insurance Company, and the recording of the deed from the Corporation to SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created under Chapter 373 of the Florida Statutes ("Buyer"), and, further, the Corporation neither has nor will execute any instruments or documents which could adversely affect the interest to be conveyed by said deed.

5. That there have been no improvements, repairs, additions or alterations performed, or furnishing of materials or supplies with respect thereto, upon the Property within the past 90 days for which the costs thereof remain unpaid.

6. Pursuant to §1445 of the Internal Revenue Code, the undersigned certifies that the Corporation is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). This certification may be disclosed to the Internal Revenue Service by Buyer. I understand that any false statement contained in this paragraph could be punished by fine, imprisonment, or both.

7. The Corporation's federal taxpayer identification number is _____ and its address is _____.

8. I understand that material reliance will be placed upon this Affidavit by the Buyer and the parties issuing title insurance incidental to this transaction.

9. That this Affidavit is made for the purpose of inducing Buyer to acquire an interest in the Property, and to induce Chicago Title Insurance Company to issue and/or underwrite title insurance in connection therewith.

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Exhibit 11, d. viii

EXHIBIT 11.a.viii

ASSIGNMENT AND ASSUMPTION OF TENANT LEASES

THIS ASSIGNMENT AND ASSUMPTION OF TENANT LEASES (this "Assignment"), dated this _____ day of _____, 200__, by and between **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, **SBG FARMS, INC.**, a Florida corporation, and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation, collectively, as assignor (collectively, the "Assignor"), and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, as assignee (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Agreement for Sale and Purchase dated as of _____, 2008 (the "Agreement"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;

WHEREAS, pursuant to the Agreement, Assignor desires to assign, transfer, set over and deliver to Assignee, without recourse, representation or warranty of any kind, except as and to the extent provided in the Agreement, all of Assignor's right, title and interest in and to the those certain leases, which are more particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Tenant Leases"); and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Tenant Leases.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby incorporate the above recitals and covenant and agree as follows and take the following actions:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor's right, title and interest in and to the Tenant Leases from and after the date hereof (the "Assignment Date"), but only to the extent that the Tenant Leases, or any of them, remain in full force and effect as of the Assignment Date and have not been terminated, by Assignor or otherwise, prior to the Assignment Date.

2. Assignee hereby assumes the Tenant Leases and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Tenant Leases accruing and arising on or after the Assignment Date.

3. This Assignment shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in accordance with the laws of the State of Florida, without regard to the application of choice of law principles, except to the extent such laws are superseded by federal law.

*Blackline
Exhibit 11.a.x.*

EXHIBIT 11.a.x

ASSIGNMENT AND ASSUMPTION OF CONTRACTS

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS (this "Assignment"), dated this _____ day of _____, 200__, by and between **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, **SBG FARMS, INC.**, a Florida corporation, and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation, collectively, as assignor (collectively, the "Assignor"), and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, as assignee (the "Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Purchase and Sale Agreement dated as of _____, 2008 (the "Agreement"; terms not defined herein shall have the meanings given them in the Agreement), pursuant to which Assignor is conveying to Assignee all of Assignor's interest in and to the Premises;

WHEREAS, pursuant to the Agreement, Assignor desires to assign, transfer, set over and deliver to Assignee, without recourse, representation or warranty of any kind, except as and to the extent provided in the Agreement, all of Assignor's right, title and interest in and to those certain agreements more particularly set forth on **Exhibit "A"** attached hereto ("Assumed Contracts"); and

WHEREAS, Assignee desires to assume the duties and obligations of Assignor with respect to the Assumed Contracts.

NOW, THEREFORE, in accordance with the Agreement and in consideration of the sum of Ten Dollars (\$10.00), the sufficiency and receipt of which are hereby acknowledged, the parties do hereby incorporate the above recitals and covenant and agree as follows and take the following actions:

1. Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee, all of Assignor's right, title and interest in and to the Assumed Contracts from and after the date hereof (the "Assignment Date"), but only to the extent that the Assumed Contracts, or any of them, remain in full force and effect as of the Assignment Date and have not been terminated, by Assignor or otherwise, prior to the Assignment Date.

2. Assignee hereby assumes the Assumed Contracts and the performance of all of the terms, covenants and conditions imposed upon Assignor under the Assumed Contracts accruing and arising on or after the Assignment Date.

3. This Assignment shall be: (a) binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns; and (b) construed in

Blackline Exhibit 12.a.xvi

Exhibit "A" to Exhibit 12.a.xvi

[Legal Description of Property]

See Exhibit A-1 to the Agreement for Sale and Purchase among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, and South Florida Water Management District.

~~{To be attached at Closing}~~

E. Within ninety (90) days, or such longer time as is reasonably necessary, of delivery of notice from **LESSOR** to **LESSEE**, and except as otherwise provided in **subparagraph C**, above, **LESSEE** shall be solely responsible, at **LESSEE**'s sole cost and expense, for commencing and thereafter performing, or causing to be performed, any and all assessments, cleanup and monitoring (collectively, "**Remediation**") of all Pollutants disposed of or otherwise discovered on the Premises or emanating from the Premises to adjacent lands, in violation of Environmental Laws, as a result of use or occupation of the Premises or surrounding lands by **LESSEE**, its agents, licensees, invitees, subcontractors or employees during the Lease Term (provided, however, that the foregoing shall not in any way limit any liability, obligations or rights of **LESSEE** or **LESSOR**, to the extent independently arising under the Agreement for Sale and Purchase, as modified and amended). In the event Remediation is necessary as required in the previous sentence, then **LESSEE** shall furnish to **LESSOR** within a reasonable period of time written proof from the appropriate local, state and/or federal agency with jurisdiction over the Remediation that the Remediation has been satisfactorily completed in full compliance with all Environmental Laws.

F. **LESSEE** understands and acknowledges **LESSOR'S** intended use for portions of the Premises ~~as shown on Schedule "6" attached hereto~~ as an everglades restoration project (hereinafter referred to as "**LESSOR's Intended Use**") and that it is imperative that **LESSEE's** use of chemicals be monitored in accordance with the Best Management Practices to prevent the release of chemicals in concentrations that may have adverse impacts which jeopardize **LESSOR's** Intended Use, including, but not limited to, adverse impacts to human health or fish and wildlife. Material non-compliance with the Best Management Practices by **LESSEE** its agents, licensees, invitees, subcontractors or employees during the Lease Term, after expiration of applicable grace and notice periods, shall constitute a Default under this **LEASE**.

G. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, **LESSEE** shall indemnify; defend and hold harmless **LESSOR**, from and against any and all claims, suits, judgments, loss, damage, and liability which may be incurred by **LESSOR**, including but not limited to **LESSOR's** reasonable attorney's fees and costs, which arises directly, indirectly or proximately as a result of the Disposal of any Pollutants which violate Environmental Laws and are caused by **LESSEE**, its agents, licensees, invitees, subcontractors or employees with respect to the Premises during the Lease Term. This responsibility shall continue to be in effect for any Disposal of Pollutants in violation of Environmental Laws for which **LESSOR** provides written notice to **LESSEE** on or before the third anniversary of the Expiration Date.

H. While this **Paragraph 18** establishes contractual liability for **LESSEE** regarding Disposal of Pollutants on the Premises as provided herein, it does not alter or diminish any statutory or common law liability of **LESSEE** for such Disposal of Pollutants, except to the extent provided in **subparagraph C** above.

I. The provisions of this **Paragraph 18** shall survive for three years after the Expiration Date.

*Blackline Lease -
Schedule 6*

SCHEDULE "6"

~~Portions of Premises to be used as Everglades Restoration Project~~

~~INTENTIONALLY DELETED~~

Blackline Lease -
Schedule 6

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EXHIBIT 19.f.ii

TENANT ESTOPPEL CERTIFICATE

**TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680**

RE: Tenant: _____, as Tenant of those
certain properties described as _____
_____ (the Premises) pursuant to a Lease (the "Lease")
dated _____, with
_____, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on _____.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$ _____ plus \$ _____ for sales tax and is payable in advance on the _____ day of each month. The undersigned last made a rental payment on _____, which payment was in the

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Exhibit 21.c.iv

EXHIBIT 21.c.iv

REMEDIATION ACCESS AGREEMENT

United States Sugar Corporation, a Delaware corporation, SBG Farms, Inc., a Florida corporation and Southern Gardens Groves Corporation, a Florida corporation (collectively, "Seller") and South Florida Water Management District, a State agency created under Chapter 373, Florida Statutes ("Buyer") have entered into that certain Agreement for Sale and Purchase dated _____ ("Agreement") (unless otherwise defined herein, all capitalized terms used in this Remediation Access Agreement (the "Access Agreement") shall have the meanings ascribed to them in the Agreement) for the sale of the Premises, as more particularly described therein. The Closing has occurred under the Agreement and Seller has requested access to the Premises from and after the Lease Termination Date in order to perform any Additional Remediation under **Section 21** of the Agreement, if any ("Seller's Obligations"), and Buyer has consented to providing such access, in accordance with the terms of the Agreement. In connection therewith, Seller and Buyer agree as follows:

1. **Insurance.** Before being granted access to the Premises, Seller shall deliver to Buyer a certificate of insurance, or complete copies of policies, if requested in writing, in form reasonably acceptable to Buyer, demonstrating that Seller, and its agents and/or contractors carry commercial general liability insurance, in an amount not less than \$1,000,000.00 ~~combined single limit~~ per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage liability, which certificate shall name Buyer as an additional insured thereunder, ~~and a confidentiality agreement in a form and substance satisfactory to Buyer.~~

2. **Access and Inspections.** Buyer hereby agrees to allow Seller and its agents, employees, and contractors to enter the Premises as limited by the terms of this Access Agreement. Seller, its agents, employees, or contractors shall have access to the Premises

on the terms set forth in the Agreement (subject to compliance with **Section 1 above**, if applicable) for the purposes of performing Seller's Obligations, which shall include, without limitation: any investigation, study, sampling, testing, abatement, construction, cleanup, removal, remediation, or other action reasonably required in order for Seller to complete the Seller's Obligations pursuant to the terms of the Agreement. Seller shall provide at least forty-eight (48) hours prior written notice to Buyer requesting such access, which written request shall specify the time and manner of such activities which are scheduled to occur during such access. Buyer shall have the right to have a representative accompany Seller, its agents, employees, or contractors during all such access or activities. All activities by the undersigned shall be conducted in such a manner so as (i) not to cause any lien or claim of lien to exist against the Premises, (ii) not to unreasonably interfere with the operation of the Premises and the business of Buyer and its tenants and occupants; and (iii) at all times to comply with all of Buyer's or its tenant's safety standards and requirements. The rights granted to Seller in this **Section 2** shall expire on the completion of the Seller's Obligations. In the event of any default by Seller, including Seller's non-compliance with the terms and conditions of Section 21 of the Agreement, after expiration of applicable grace and notice periods, Buyer may, by notice to Seller, immediately terminate the license granted hereunder.

3. **Indemnity.** Seller shall indemnify, defend and hold Seller harmless from and against any personal injury, loss, damage, cost or expense (including reasonable attorneys fees and costs) incurred by Buyer as a result of or arising out of Seller's and its agents and contractors access to the Premises and to restore the Premises to its condition, to the extent reasonably practicable, prior to such access (it being understood that the foregoing indemnity and obligation to restore and repair the Premises shall specifically survive any termination of this Access Agreement). Such indemnity does not include conditions caused solely by Buyer's own use or operation of the Premises or Buyer's own negligence.