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**EXHIBIT A**

**LEGAL DESCRIPTIONS OF PREMISES**

**\*To be replaced with legal description set forth in the final Survey**

**[TO BE INSERTED PRIOR TO EXECUTION]**

**EXHIBIT 6.c**

**TRANSFER OF GOVERNMENTAL APPROVALS**

**[SEE ATTACHED]**

## EXHIBIT 7.a.x

### GENERAL ESCROW AGREEMENT

**THIS GENERAL ESCROW AGREEMENT** (this "Agreement") is executed this \_\_\_\_\_ day of \*\_\_\_\_\_\* , 2009, among **UNITED STATES SUGAR CORPORATION**, a Delaware corporation, **SBG FARMS, INC.**, a Florida corporation, and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation, as sellers, (collectively, "Seller"), the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373, Florida Statutes, as buyer ("Buyer"), and \*\_\_\_\_\_\* , as escrow agent ("Escrow Agent") (Seller and Buyer are herein collectively referred to as "Principals" or individually as a "Party" or collectively as the "Parties").

### RECITALS

A. Seller and Buyer entered into an Amended and Restated Agreement for Sale and Purchase dated \*\_\_\_\_\_\* , 2009 (the "Purchase Agreement").

B. The Closing has occurred on the date hereof.

C. Seller (or certain entities of Seller) and Buyer entered into certain lease agreements dated \_\_\_\_\_ pursuant to the Purchase Agreement (each a "Lease," and collectively the "Leases"), with Seller (or certain entities of Seller), as Lessee, and Buyer, as Lessor.

D. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meanings assigned to the same in the Purchase Agreement or Leases.

E. The Purchase Agreement provides, among other things, for Seller to deposit the General Escrow Fund, which, under the Leases, also serves as the Security Deposit Fund, in the amount of \$4,000,000 with Escrow Agent, by cash or a Letter of Credit, as security for any: (i) any Environmental Claim that Buyer may have under **Section 21.e** of the Purchase Agreement; (ii) as security for costs incurred by Seller to perform Additional Remediation pursuant to **Section 21** of the Purchase Agreement; (iii) as security for payment of one hundred thirty percent (130%) of the Final Remediation Cost Estimate to Buyer pursuant to **Section 21** of the Purchase Agreement; (iv) as security for costs incurred by Buyer to complete Additional Remediation begun by Seller, but which has not been timely completed by Seller pursuant to **Section 21** of the Purchase Agreement, or if Seller has not met a Milestone in the Additional Remediation Schedule as a result of its failure to diligently pursue same pursuant to the terms of the Purchase Agreement (the matters and obligations described in the foregoing clauses (i) – (iv) are referred to herein, collectively, as the "Environmental Obligations"); and (v) as security for all obligations of Seller under the Leases (the "Seller Lease Obligations", the Seller Lease Obligations, together with the Environmental Obligations described in the foregoing clauses (i) – (iv) are referred to herein, collectively, as the "Escrow Claims"). Amounts in the General Escrow Fund shall be used solely to satisfy the Escrow Claims as and to the extent the same is required to be disbursed in accordance with this Agreement and for no other purpose.

F. Principals desire that the General Escrow Fund be held in escrow by Escrow Agent, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein set forth and other good and lawful consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **GENERAL ESCROW.**

(a) The foregoing recitals are true, correct and incorporated into this Agreement. The General Escrow Fund shall be held by Escrow Agent in escrow in an interest bearing account (if cash) at \* \_\_\_\_\_ \* Bank or other bank agreed to by the Principals in writing, subject to the terms and conditions contained in this Agreement, as security for the Escrow Claims.

(b) Any interest that may accrue on the General Escrow Fund shall be for the benefit of Seller.

2. **LETTER OF CREDIT.** In the event Seller delivers the Letter of Credit to Escrow Agent for the General Escrow Fund, then:

(a) The Letter of Credit shall meet the requirements set forth in the Purchase Agreement and the Leases, including, without limitation, the requirements that the Letter of Credit shall: (i) be in the form of an irrevocable commercial letter of credit with a term of at least twelve (12) months, (ii) be issued by one or more of Seller's lenders, under its revolving credit facility, naming the Escrow Agent, as beneficiary, (iii) provide for draws as set forth below in this Agreement, and (iv) have an "evergreen" clause and be renewed automatically each year by the issuing bank, unless the bank gives written notice to the beneficiary at least thirty (30) days prior to the expiration date of the then existing Letter of Credit that the bank elects that it not be renewed.

(b) In the event any Letter of Credit is not timely renewed and Seller has not replaced the same within ten (10) business days prior to the expiration thereof, then Escrow Agent shall, unless otherwise directed by Buyer, draw upon the same and hold it as a cash General Escrow Fund pursuant to the terms of this Agreement

(c) Any draws under the Letter of Credit by the Escrow Agent shall be made by sight draft substantially in form and substance attached hereto as **Exhibit A** (unless another form is required by the issuing bank of the Letter of Credit and is reasonably approved by Buyer) for release of funds in accordance with **Paragraph 3** below.

(d) The Letter of Credit shall be renewed automatically each year by the issuing bank as provided in the Purchase Agreement, and shall expire on the third (3<sup>rd</sup>) anniversary of the final Lease Termination Date under the Leases, unless the Escrow Agent is required to continue to act as the Escrow Agent beyond the third (3<sup>rd</sup>) anniversary of the final Lease Termination Date under the Leases as provided in **Paragraph 4(b)** below, in which case the Letter of Credit shall not expire until this Agreement is no longer in effect in accordance with **Paragraph 4(b)** below.

(e) Seller may, at any time, deliver cash to Escrow Agent to replace any existing Letter of Credit or deliver a Letter of Credit to Escrow Agent to replace any existing cash being held thereby. Escrow Agent agrees to execute any documentation reasonably requested by Seller to effectuate the foregoing.

3. **DISBURSEMENT OF GENERAL ESCROW FUNDS.**

(a) **Claims With Respect to Environmental Obligations.**

(i) **Draws by Buyer.** In the event that Escrow Agent receives a written notice from Buyer that an Environmental Obligations exists (including any right to receive reasonable legal fees and expenses associated with such Environmental Obligation as and to the extent provided in the Purchase Agreement) or any failure by Seller to maintain the full amount of the General Escrow Fund in accordance with **Section 10.b.v** of the Purchase Agreement (“**Funding Failure**”) and demanding disbursement of all or a portion of the General Escrow Fund representing the amount of such Environmental Obligation or Funding Failure, which demand shall include an explanation, in reasonable detail, setting forth the factual and legal basis of the Environmental Obligation or Funding Failure, the computation of the amounts demanded to be paid to Buyer, and (if applicable) a copy of any settlement and/or judgment obtained in connection with an Environmental Obligation, then, upon receipt of such written notice from Buyer, Escrow Agent shall give written notice to Seller of such demand and of Escrow Agent's intention to disburse the amount demanded by Buyer, unless Escrow Agent and Buyer receive a written objection from Seller within ten (10) business days of Escrow Agent's delivery of its written notice to Seller. If Escrow Agent does not receive a written objection from Seller within that ten-day period, then Escrow Agent is hereby authorized to disburse and shall disburse the demanded portion of the General Escrow Fund to Buyer and notify Seller of such disbursement. If, however, within ten (10) business days after the Escrow Agent's delivery of written notice to Seller, the Escrow Agent receives either a written objection from Seller for the disbursement thereof, or a conflicting demand from Seller for a different disbursement to Buyer, then Escrow Agent shall continue to hold the demanded portion of the General Escrow Fund until otherwise directed by joint written instructions from Seller and Buyer or until receipt of a final, unappealable judgment of a court with appropriate jurisdiction directing payment for the Environmental Obligations or Funding Failure demanded by Buyer.

(ii) **Draws by Seller.** In the event that Escrow Agent receives a written notice from Seller certifying that one or more invoices attached to such notice were incurred for the cost of performing Additional Remediation under **Section 21** of the Purchase Agreement and demanding disbursement of all or a portion of the General Escrow Fund to pay such invoices, the Escrow Agent shall pay such invoices in accordance with the instructions for payment provided on such written notice. When Seller delivers such written notice to the Escrow Agent, it shall simultaneously deliver a copy (including all attachments) to Buyer. Upon receipt of such written notice from Seller, Escrow Agent shall give written notice to Buyer of Escrow Agent's intention to pay the amount demanded by Seller, unless Escrow Agent and Seller receive a written objection from Buyer within ten (10) business days of Escrow Agent's delivery of its written notice to Buyer. If Escrow Agent does not receive a written objection from Buyer within that ten-day period, then Escrow Agent is hereby authorized to disburse and shall disburse the demanded portion of the General Escrow Fund in accordance with the instructions provided by

Seller and to notify Buyer of such disbursement. If, however, within ten (10) business days after the Escrow Agent's delivery of written notice to Buyer, Escrow Agent receives either a written objection from Buyer or a conflicting demand from Buyer concerning payment of one of more invoices, then Escrow Agent shall continue to hold the demanded portion of the General Escrow Fund in the General Escrow until otherwise directed by joint written instructions from Seller and Buyer or until receipt of a final, unappealable judgment of a court with appropriate jurisdiction directing payment of invoices submitted by Seller.

(b) **Claims with Respect to Seller Lease Obligations.** Escrow Agent shall only have the right and obligation to disburse any portion of the General Escrow Funds for any Seller Lease Obligations in the event that Escrow Agent receives a written notice from Buyer, as Lessor under the applicable Lease, that: (i) an agreement has been executed by Buyer, as Lessor, and Seller (or the applicable Seller entity), as Lessee, under the applicable Lease agreeing upon the reason for, and amount of, disbursement of the General Escrow Fund, (ii) a monetary Default by Lessee has occurred under the applicable Lease, or (iii) all appeal periods have expired following a final order by a court of law rendering a monetary judgment against Seller (or the applicable Seller entity), as the Lessee, in favor of Buyer, as the Lessor. When Buyer delivers such written notice to the Escrow Agent, which shall include an explanation and supporting documentation, in reasonable detail, setting forth the factual and legal basis of such disbursement, it shall simultaneously deliver a copy (including all attachments) to Seller. In the event Buyer delivers a written notice to Seller and Escrow Agent with respect to clauses (i), (ii) or (iii) above, then Escrow Agent is hereby authorized to disburse and shall immediately disburse the demanded portion of the General Escrow Fund to Buyer and notify Seller of such disbursement notwithstanding receipt of any written objection from Seller.

#### 4. **REPLENISHMENT/RELEASE OF GENERAL ESCROW FUND**

(a) The Escrow Agent shall notify Buyer and Seller of any disbursements from the General Escrow Fund. Until this Agreement terminates in accordance with **Paragraph 4(b)** below, Seller shall be required to replenish the General Escrow Fund within fifteen (15) days after Seller has received written notice from Escrow Agent that any disbursement has been made from the General Escrow Fund in accordance with **Paragraph 3(a)** or **Paragraph 3(b)** of this Agreement. Without limiting the foregoing, if any claim by Buyer for disbursement under **Paragraph 3(a)** or **Paragraph 3(b)** of this Agreement is in excess of the amount then on deposit in the General Escrow Fund and Escrow Agent disburses the full amount of the General Escrow Fund then on deposit to Buyer pursuant to **Paragraph 3(a)** or **Paragraph 3(b)** of this Agreement (the "**Initial Disbursement**"), then Seller shall deposit the amount of the applicable claim that is in excess of the Initial Disbursement into the General Escrow Fund within fifteen (15) days after receipt of written notice from Escrow Agent of the Initial Disbursement and the Escrow Agent shall immediately disburse such excess to Buyer. Escrow Agent shall immediately notify Seller and Buyer if Seller fails to comply with any of the requirements set forth in this **Paragraph 4** and such failure shall constitute an immediate Default under the Purchase Agreement and the Leases.

(b) Upon the third (3rd) anniversary of the final Lease Termination Date occurring under the Leases: (i) if there are not any pending claims to any portion of the General Escrow Fund relating to any of the Escrow Claims which have been made pursuant to **Paragraph 3(a)**

and/or **Paragraph 3(b)** of this Agreement; and (ii) if Buyer provides no Additional Remediation Notice to Seller under **Section 21.c.i** of the Purchase Agreement (or if the obligations under any such Additional Remediation Notice have been satisfied); and (iii) if Buyer Indemnified Parties provide no Environmental Notices to Seller (or any such indemnification claims have been satisfied); and (iv) if Governmental Confirmations for all of the Additional Remediation to be performed by Seller pursuant to **Section 21.c.ii.1** of the Purchase Agreement have been issued for all of the Additional Remediation, then, subject to the terms of clauses (x) and (y) below, Seller shall be entitled to receive any remaining amounts in the General Escrow Fund, the General Escrow Fund shall terminate and Seller and Buyer shall jointly notify Escrow Agent to release the amount in the General Escrow Fund to Seller. After the Escrow Agent releases the amount in the General Escrow Fund in accordance with this **Paragraph 4(b)**, this Agreement shall terminate and no longer be in effect. Notwithstanding the foregoing: (x) if substantially all (but not all) of the Additional Remediation has been completed, Buyer and Seller shall use good-faith efforts to mutually agree to reduce the General Escrow Fund to an amount reasonably sufficient to cover the remaining costs of the Additional Remediation; and (y) if there are any pending claims to any portion of the General Escrow Fund relating to any of the Seller Lease Obligations which have been made pursuant to **Paragraph 3(b)** of this Agreement, then Escrow Agent shall continue to hold a portion of the General Escrow Fund in accordance with this Agreement in the reasonably estimated amount necessary to satisfy such Seller Lease Obligations until the same are resolved pursuant to **Paragraph 3(b)** of this Agreement, and shall release the remaining amount of the General Escrow Fund to Seller.

(c) Buyer, as “Lessor” under the Leases, shall not have the right to make any claims against the General Escrow Fund for Seller Lease Obligations after the third (3<sup>rd</sup>) anniversary of the applicable Lease Termination Date. Any claims for Seller Lease Obligations that may be made by Lessor during the 3-year period after the applicable Lease Termination Date under this Agreement, may only be made Lessor within the applicable survival periods of each applicable provision under the applicable Lease as provided in **Paragraph 32.H** thereof. For the purposes of this Agreement, if the Lease Termination Date has occurred due to an assignment of all of Lessee’s interest under the Lease pursuant to a permitted “Assignment” thereunder: (i) Seller, as Lessee under the Lease, shall only be liable for Seller Lease Obligations during such 3-year period after the applicable Lease Termination Date to the extent such liability is for matters or conditions arising, occurring or existing prior to the effective date of any such Assignment; (ii) as provided in **Paragraph 10** of the Leases, Seller, as Lessee under the Lease, shall, upon such Assignment, be automatically released of its duties, responsibilities or obligations under the applicable Lease from and after the effective date of the Assignment; provided, however, that Seller, as Lessee under the applicable Lease, shall not be released with respect any of the representations, warranties, duties, responsibilities, liabilities or obligations under the applicable Lease for matters or conditions arising, occurring or existing prior to the effective date of any such Assignment; (iii) the survival periods under the applicable Lease for any Seller Lease Obligations shall be deemed to commence on the date that Lessee has assigned all of its interest under the applicable Lease pursuant to a permitted “Assignment” thereunder; and (iv) upon the initial funding of the Security Deposit Fund by the assignee, Buyer shall have no further rights or claims upon or with respect to the General Escrow Fund or the General Escrow Agreement as a result of the failure of such assignee and/or its successors or assigns to perform its/their representations, warranties, duties, responsibilities, liabilities or obligations under the applicable Lease.

(d) Buyer agrees that the only claims that Buyer, as “Buyer” under the Purchase Agreement or as “Lessor” under the Leases, may make against the General Escrow Fund are for Escrow Claims and in no event may Buyer make any other claim whatsoever against the General Escrow Fund.

5. **LIABILITY OF ESCROW AGENT.** Escrow Agent hereby accepts its appointment hereunder subject to the following conditions:

(a) Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or signature reasonably believed by Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by Escrow Agent to be authorized, has been duly authorized to do so. Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct, the Escrow Agent shall be excused from all responsibility, including insolvency of any depository, and shall be indemnified by Seller and Buyer in connection with the performance of its obligations hereunder. Buyer shall pay fifty percent (50%) of the costs of such indemnification and Seller jointly and severally shall pay fifty percent (50%) of the cost of such indemnification, subject to either Party’s right to recover such costs from the other Party under any applicable provisions of the Purchase Agreement or applicable Lease.

(b) Escrow Agent shall not be deemed to have knowledge of any matter or thing unless and until Escrow Agent has actual knowledge of such matter or thing, and Escrow Agent shall not be charged with any constructive notice or knowledge whatsoever.

(c) In the event instructions from any of the Principals would require Escrow Agent to expend any monies or to incur any cost, Escrow Agent shall be entitled to refrain from taking any action until it receives payment for such costs. Such costs shall be paid by the applicable Principal who required the Escrow Agent to incur them, subject to either Party’s right to recover such costs from the other Party under any applicable provisions of the Purchase Agreement or applicable Lease. If both Buyer and Seller require the Escrow Agent to incur such costs, Buyer shall pay fifty percent (50%) of the costs and Seller jointly and severally shall pay fifty percent (50%) of them, subject to either Party’s right to recover such costs from the other Party under any applicable provisions of the Purchase Agreement or applicable Lease.

(d) If written notice of default, non-performance or dispute by or between the Parties is given to Escrow Agent, Escrow Agent may in its sole discretion perform in accordance with its obligations hereunder or prepare to and shortly thereafter file an interpleader action to resolve the conflict and thereafter be free from any further obligation to the Parties or hereunder.

6. **DISPUTE RESOLUTION PROCEDURES.**

(a) Negotiation by the Parties. If a dispute arises under this Agreement between Buyer on one hand and any or all of Seller on the other hand, executives of both Parties shall

meet at a mutually acceptable time and place within ten (10) days after delivery of notice of such dispute and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to negotiate resolutions of the dispute. If the matter has not been resolved within ten (10) days from the referral of the dispute to the executives, either Party may initiate mediation as provided hereinafter.

(b) Mediation.

(i) If the dispute has not been resolved by the negotiation as provided above, the Parties shall endeavor to settle the dispute by mediation. Either Party may initiate a non-binding mediation proceeding by a request in writing to the other Party; thereupon, both Parties will be obligated to engage in mediation. The proceeding will be conducted at a mutually agreeable location in West Palm Beach, Florida.

(ii) If the Parties have not agreed within ten (10) days of the request for mediation on the selection of a mediator willing to serve, Buyer will provide a list of five (5) independent mediators from which Seller shall choose a mediator.

(iii) Efforts to reach a settlement will continue until the conclusion of the proceeding, which is deemed to occur when: a written settlement is reached, the mediator concludes and informs the Parties in writing that further efforts would not be useful, the Parties agree in writing that an impasse has been reached, or a Party commences litigation in accordance with **Paragraph 6.c** below. Neither Party may withdraw before the conclusion of the proceeding unless litigation is commenced pursuant to the provisions of **Section 6.c** below or either Party has elected to terminate this Agreement in accordance with the terms of this Agreement.

(iv) In case of violation of the aforesaid obligation to mediate by either Party, the other Party may bring an action to seek enforcement of such obligation in the courts specified in **Paragraph 8** of this Agreement.

(c) Litigation. If the dispute has not been resolved by mediation as provided in **Paragraph 6.b** above within forty-five (45) days of the initiation of such mediation procedure, either Party may initiate litigation upon five (5) days written notice to the other Party; provided, however, that if one Party has requested the other to participate in a nonbinding procedure, as provided for under this **Paragraph 6**, and the other Party has failed to participate, the requesting Party may initiate litigation before expiration of the above period. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the courts specified in **Paragraph 8** of this Agreement.

(d) Confidentiality. To the extent allowed by Law, all negotiations, settlement agreements and/or other written documentation pursuant to this **Paragraph 6** shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and Florida Rules of Evidence.

(e) Costs of Dispute Resolution. Each party shall bear its own fees and expenses with respect to the dispute resolution procedures and Buyer and Seller shall each pay fifty percent (50%) of the fees and expenses of any mediator used under **Paragraph 6.b** above.

7. **NOTICES**

Any notice, request, demand, instruction, or other communications to be given, provided or delivered to any party hereunder, shall be in writing and shall be deemed to be delivered upon the earlier to occur of: (a) actual receipt if delivered by (i) hand, commercial courier or reputable overnight delivery service to the address indicated, (ii) facsimile transmission, with confirmation of receipt or (iii) electronic transmission, if also sent by another alternative means of delivery named herein; or (b) the delivery by registered or certified United States Postal Service mail, return receipt requested, postage prepaid, addressed as follows:

If to Escrow Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Buyer: South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406  
Attention: Executive Director and Chairman  
Fax: (561) 681-6233

With a copy to: South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, Florida 33406  
Attention: General Counsel  
Fax: (561) 682-6447

If to Seller: c/o United States Sugar Corporation  
111 Ponce de Leon Avenue  
Clewiston, Florida 33440  
Attention: Malcolm S. (Bubba) Wade, Jr. and  
Edward Almeida, Esq.  
Fax:(863) 902-2120

The addresses for the purpose of this **Paragraph 7** may be changed by any party by giving written notice of such change to the other Parties in the manner provided herein. Attorneys for the respective Parties to this Agreement may send and receive notices on their client's behalf.

8. **JURISDICTION AND VENUE.** The parties acknowledge that a substantial portion of negotiations and anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida, and that, therefore, each of the parties irrevocably and unconditionally (1) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement may be brought in the courts of record of, as applicable, the State of Florida in Palm Beach County or the court of the United States, Southern District of Florida; (2) consents to the jurisdiction of each such court in any suit, action or proceeding; (3) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such

courts; and (4) agrees that service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws or court rules in said state.

9. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as originals.

10. **GOVERNING LAW.** This Agreement and all transactions contemplated by this Agreement shall be governed by, construed, and enforced in accordance with, the internal laws of the State of Florida without regard to principles of conflicts of laws.

11. **TIME.** Time is of the essence with regard to every term, condition and provision set forth in this Agreement. Time periods herein of less than six (6) days shall in the computation exclude Saturdays, Sundays and state or national legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or a legal holiday shall extend to 5:00 p.m. (E.S.T.) of the next business day.

12. **WAIVER OF JURY TRIAL.** AS INDUCEMENT TO THE PARTIES AGREEING TO ENTER INTO THIS AGREEMENT, EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY A PARTY AGAINST ANY OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. EACH OF THE PARTIES CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE ACTUAL WAIVERS AND CERTIFICATIONS OF THIS PARAGRAPH 12.

13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement among the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No agreements or representations, unless incorporated in this Agreement shall be binding upon any of the parties. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of the Purchase Agreement and/or any of the Leases, then the terms and provisions of this Agreement shall control.

DONE AND AGREED this \_\_\_\_\_ day of \* \_\_\_\_\_ \*, 2009.

**ESCROW AGENT**

\* \_\_\_\_\_ \*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title \_\_\_\_\_

**SELLER:**

\* \_\_\_\_\_ \*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[BUYER'S SIGNATURE BLOCK ON FOLLOWING PAGE]

**BUYER:**

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A to EXHIBIT 7.a.x**

**SIGHT DRAFT**

[\*DATE\*]

To: Issuing Bank

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

At sight, pay to the order of \* \_\_\_\_\_ \* [\*INSERT NAME OF ESCROW AGENT\*], the amount of \* \_\_\_\_\_ \* (\$\* \_\_\_\_\_ \*).

Draw under Letter of Credit No. \* \_\_\_\_\_ \*, dated \* \_\_\_\_\_ \* (“Letter of Credit”).

The undersigned is entitled to draw under the Letter of Credit pursuant to the terms of the Escrow Agreement (the “Agreement”) dated \* \_\_\_\_\_ \* between United States Sugar Corporation [INSERT OTHER SUBSIDIARIES AS NEEDED], South Florida Water Management District and the undersigned (as escrow agent) and the Purchase Agreement (as defined in the Agreement).

**[INSERT NAME OF ESCROW AGENT]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \* \_\_\_\_\_

**EXHIBIT 7.a.xiv**

**LEGAL OPINION**

OUR FILE NUMBER: 00013776.00076  
WRITER'S DIRECT DIAL NUMBER: (561) 655-1980

**[INSERT DATE]**

South Florida Water Management District  
3301 Gun Club Road  
West Palm Beach, FL 33406

ATTN: Carol Wehle, Executive Director

Re: Amended and Restated Agreement for Sale and Purchase (the "Agreement") with an Effective Date of \*\_\_\_\_\_, 2009 by and among U.S. Sugar Corporation, a Delaware corporation ("Parent"); SBG Farms, Inc., a Florida corporation; and Southern Garden Groves Corporation, a Florida corporation; (collectively, the "Selling Subsidiaries" and, together with Parent, "Sellers"); and the South Florida Water Management District, a public corporation created under Chapter 373 of the Florida Statutes, as Buyer ("Buyer").

Ladies and Gentlemen:

We have acted as legal counsel to Sellers in connection with certain transactions described in the Agreement. This letter is being furnished at the request of the Sellers pursuant to **Section 7.a.xiv** of the Agreement. Capitalized terms that are used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

This letter has been prepared and is to be construed in accordance with the Report on Standards For Opinions of Florida Legal Counsel dated April 8, 1991, issued by the Business Law Section of the Florida Bar, as updated September 4, 1998 (collectively, the "Report"). The Report is incorporated by reference into this letter. For purposes of construing the Report, the "client" as referenced in the Report is, collectively, the Sellers.

Members of our firm involved in the preparation of this letter are licensed to practice law in the State of Florida, and we express no opinion with respect to the effect of any law other than the laws of the State of Florida and the Federal laws of the United States (collectively, "Applicable Law"), and, with respect to the opinions set forth in Paragraphs 1 through 3 below, the statutory provisions of the General Corporation Law of the State of Delaware (the "DGCL"). While we are not licensed to practice law in the State of Delaware, we have reviewed applicable provisions of the DGCL as we have deemed appropriate in connection with the opinions expressed herein. Any opinion herein which implicates Delaware law is limited solely to the statutory provisions of the DGCL. Without limiting the generality of the forgoing, we express no opinion on judicially developed interpretations of the DGCL or any other aspects of Delaware law, nor on general principles of equity, considerations of public policy, judicial discretion or other considerations

which may effect the application of the DGCL to the specific facts. Except as described above, we have neither examined nor do we express any opinion with respect to Delaware law.

In rendering the following opinions, we have examined originals or copies of the Agreement and originals or copies of the documents that have been represented to us as true originals or copies of the documents described in Schedule I (the “Authority Documents”) attached hereto and made a part hereof. In rendering the opinions set forth in Paragraphs 1 through 3 below, we have relied solely upon the Authority Documents.

In rendering the following opinions, we have relied, with your approval, as to factual matters that affect our opinions, solely on our examination of: (a) certificates of the Sellers and their representatives (the “Officers’ Certificates”), and (b) the Agreement and Authority Documents, including the representations and warranties and other statements and assertions of facts set forth in the Officers’ Certificates, the Agreement and the Authority Documents. We have made no independent investigation, inquiry or verification of the representations and warranties and other statements and assertions of facts set forth in the Officers’ Certificates, the Agreement and the Authority Documents, and we do not opine as to the accuracy of any such factual matters. Without limiting the foregoing, with your approval: (i) we have made no examination or investigation to verify the accuracy or completeness of any financial, accounting, statistical or other similar information set forth in the Agreement, or with respect to any other accounting or financial matter and accounts, and express no opinion with respect thereto; (ii) except for the Authority Documents, we have not reviewed the minute books, minutes, resolutions, shareholders agreements, voting trusts or other similar agreements, or other corporate documents of any Seller, as applicable; (iii) we have assumed that the Sellers are duly organized and we have not verified whether or not all of the steps in the organization, the chain of elections of directors, the issuances and transfers of shares, and/or the adoption of and amendments to the articles of incorporation, certificate of incorporation, bylaws, or comparable matters, as applicable, at the time of or since each Seller’s formation were performed in accordance with the corporate law in effect when the actions were taken (and taken in regular and continuous manner), and we have relied on the presumption of regularity and continuity of such steps in rendering our opinions set forth in this letter; and (iv) we have not conducted a search or investigation of the records of any court or governmental authority for litigation, suits, proceedings, orders, judgments, decrees, filings, or otherwise.

In our examination of the Agreement and in rendering the following opinions, in addition to those assumptions and qualifications set forth in the Report and the assumptions and qualifications contained elsewhere in this letter, we have, with your consent, assumed, without investigation, (i) the power and authority of each party to the Agreement, other than Sellers, to execute, deliver, and perform the same without violating its certificate of incorporation or by-laws or any other organizational or governing documents or any law or governmental rule or regulation applicable to it, (ii) that the execution, delivery and performance of the Agreement by each party thereto will not conflict with, constitute a default under, or result in a breach of any requirement of law or any contractual obligation of such party, and (iii) the genuineness of all signatures on such originals or copies.

Based upon and subject to the foregoing and the assumptions, qualifications, limitations and exceptions set forth in this letter and/or in the Report, as of the date hereof, we are of the opinion that:

1. The Parent is a corporation duly incorporated under the laws of the State of Delaware and is in good standing, and each of the remaining Sellers have been duly incorporated under the laws of the State of Florida, and each such entities' status is active.
2. Each of the Sellers has the requisite corporate power to execute and deliver the Agreement and to perform its respective obligations thereunder.
3. The execution, delivery and performance by Sellers of the Agreement have been duly authorized by all necessary corporate action on the part of each of the Sellers.

Nothing contained in this letter shall be deemed to be an opinion other than those set forth in numbered Paragraphs 1 through 3 which immediately precede this paragraph.

Although we have acted as counsel to the Sellers in connection with the Agreement, our engagement has been limited to such matters as to which we have been consulted. Accordingly, there may exist matters of a legal or factual nature involving the Sellers in connection with which we have not been consulted and which would affect the opinions rendered herein.

The opinions set forth in this letter are limited to the matters stated herein and are based on the Applicable Law and judicial decisions of the State of Florida as of the date hereof, which are subject to amendment, repeal or other modification. We shall have no obligation to notify or otherwise inform you of the amendment, repeal or other modification of the Applicable Law or judicial decisions that serve as the basis for the opinions set forth in this letter or laws or judicial decisions hereinafter enacted or rendered which impact on the opinions set forth herein.

We undertake no obligation to inform you of any changes or other matters occurring after the date of this letter which may affect in any way the opinions stated herein.

This letter is furnished to Buyer by us as counsel for Sellers, is solely for the benefit of Buyer, and is rendered solely to the Buyer in connection with the transactions contemplated by the Agreement. The opinions expressed in this letter may not be relied upon, in whole or in part, by Buyer for any other purpose, or relied upon by any other persons or entity for any purpose without our prior written consent. The opinions expressed in this letter are rendered as of the date hereof and we express no opinion as to circumstances or events that may occur subsequent to such date. Furthermore, the opinions provided herein are provided as legal opinions only and not as a guarantee or warranty of the matters discussed herein.

Sincerely,

GUNSTER, YOAKLEY & STEWART, P.A.

By: \_\_\_\_\_

## **SCHEDULE I to Exhibit 7.a.xiv**

### **AUTHORITY DOCUMENTS**

In addition to the Agreement, we have also examined in rendering this letter, and upon which we have relied, the following documents:

- (a) A copy of the Certificate of Incorporation or Articles of Incorporation, as applicable, of each of the Sellers, certified as of \_\_\_\_\_ by the Florida or Delaware Secretary of State, as appropriate;
- (b) A copy of the Bylaws of each of the Sellers, certified as of \_\_\_\_\_ by the Secretary of each such corporation to be true and correct;
- (c) A copy of a certificate dated as of \_\_\_\_\_ from the Secretary of State of Delaware indicating that Parent is in good standing in the State of Delaware;
- (d) A copy of certificates dated as of \_\_\_\_\_ from the Secretary of State of Florida indicating that each of the Sellers' (other than Parent) status is active under the laws of the State of Florida (collectively, with the certificate referred to in Section (c) above, referred to herein as "Certificates of Status");
- (e) A copy of the resolutions dated as of \_\_\_\_\_ adopted by the Board of Directors of each of the Sellers authorizing the execution, delivery and performance of the Agreement and related Officers' Certificate;
- (f) Copies of the Written Consent in Lieu of Meeting of Shareholders dated \_\_\_\_\_ for each of the Sellers and related Officers' Certificate; and
- (g) A Certificate of the Secretary or other responsible officer of each of the Sellers certifying as to certain factual matters set forth in the Agreement (the "Sellers' Certificates").

**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 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, 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.

**IN WITNESS WHEREOF**, Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**GRANTOR:**

**United States Sugar Corporation**, a  
Delaware corporation [**SBG FARMS, INC.**,  
a Florida corporation] [**SOUTHERN  
GARDENS GROVES CORPORATION**,  
a Florida corporation]

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \* \_\_\_\_\_ \*

The foregoing Statutory Warranty Deed was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, as \_\_\_\_\_ of **United States Sugar Corporation**, a Delaware corporation, [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation] for said corporation, who ( ) is personally known to me, OR ( ) has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

My Commission Expires:

**Exhibit A to Exhibit 9**

**(Legal Description)**

**[To be attached at Closing]**

**EXHIBIT 10.a**

**OWNER'S AFFIDAVIT**

**\*SUBJECT TO REVISION AT CLOSING BASED UPON MATTERS  
DISCLOSED BY TITLE BINDER AND SURVEY\***

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, the undersigned authority, personally appeared \_\_\_\_\_  
 ("Affiant"), who, being by me first duly sworn, deposes and says:

1. That Affiant is the \_\_\_\_\_ of **United States Sugar Corporation**, a Delaware corporation [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation] (the "Corporation"), and has sufficient knowledge and authority to make this Affidavit for and on behalf of the Corporation and makes this Affidavit in such capacity and not personally.

2. That the Corporation is the owner of the following described real property (the "Property"):

See **Exhibit A** attached hereto and made a part hereof.

3. That the Corporation is the only party in possession or having a right of possession of the Property, except those certain parties in possession or having a right of possession, as tenants only, more particularly described on **Exhibit B** attached hereto and made a part hereof.

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 \_\_\_\_\_, 2009 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.

**FURTHER AFFIANT SAYETH NOT.**

**UNITED STATES SUGAR CORPORATION**, a Delaware corporation [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

The foregoing Title and Non-Foreign Affidavit was sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, as \_\_\_\_\_ of **UNITED STATES SUGAR CORPORATION**, a Delaware corporation [**SBG FARMS, INC.**, a Florida corporation] [**SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation], for said corporation, who ( ) is personally known to me, or ( ) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My commission expires:

**Exhibit A to EXHIBIT 10.a**  
**[Legal Description of Property]**

**[To be attached at Closing]**

**Exhibit B to EXHIBIT 10.a**

**[List of Tenants]**

**[To be attached at Closing]**

**EXHIBIT 10.c.iv**

**GENERAL LETTER OF CREDIT**

Irrevocable  
Standby Letter of Credit No.:

Date Issued:

Beneficiary:

Applicant:

Amount:

Expiry Date:

By order of our client, \_\_\_\_\_, we hereby establish this irrevocable Letter of Credit No. \_\_\_\_\_ in your favor for an amount up to but not exceeding the aggregate sum of \_\_\_\_\_ effective immediately, and expiring at the offices of \_\_\_\_\_ on \_\_\_\_\_ unless renewed as hereafter provided.

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Funds under this Letter of Credit are available to you against your sight draft(s), drawn on us, bearing the clause "Drawn under Credit No. \_\_\_\_\_ in the form attached hereto.

This Letter of Credit will be automatically renewed without amendment for a one year period upon the expiration date set forth above and upon each anniversary of such date unless at least sixty (60) days prior to such expiration date, or prior to any anniversary of such date, we notify you in writing by registered mail or courier that we elect not to so renew this Letter of Credit.

Upon receipt of you of our notice of election not to renew this Letter of Credit, you may draw hereunder by your sight draft(s) drawn on us and bearing the clause "Drawn under Credit No. \_\_\_\_\_".

This Letter of Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

All charges and commissions incurred under this transaction will be for the applicant's account. The drawing amount will be paid in full without any deductions for banking related charges.

We hereby agree with the drawers, endorsers and bona fide holders of drafts drawn under and in compliance with the terms of this Credit that such drafts will be duly honored upon presentation to the drawee. We shall honor drawings under the Letter of Credit, without enquiring whether you have a right as between yourself and our said Customer to make such demand and without recognizing any claim of our said Customer. The obligation of \_\_\_\_\_ under this Letter of Credit is the individual obligation of \_\_\_\_\_, and is in no way contingent upon reimbursement with respect thereto.

Except as otherwise expressly stated herein, this Credit is subject to and governed by the Laws of the State of New York and 1993 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication No. 500) and, in the event of any conflict, the laws of the State of New York will control. If this Credit expires during an interruption of business as described in Article 17 of Said I.C.C. publication, we agree to effect payment if the Credit is drawn against within 30 days after the resumption of business.

Signing Officer

Authorized Signing Officer

**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 Amended and Restated Agreement for Sale and Purchase dated as of \_\_\_\_\_, 2009 (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 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.

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.

**IN WITNESS WHEREOF**, this Assignment and Assumption of Tenant Leases 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 11.a.viii**

TENANT LEASES

**[To be attached at Closing]**

**EXHIBIT 11.a.x**

**[THIS EXHIBIT DOES NOT LIMIT BUYER'S RIGHT UNDER THE PURCHASE AGREEMENT TO DETERMINE WHETHER THE CONTRACT TO BE ASSIGNED HEREIN IS ACCEPTABLE TO BUYER AS A TITLE MATTER UNDER SECTION 7.a.xvi OF THE PURCHASE AGREEMENT]**

**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 Amended and Restated Agreement for Sale and Purchase dated as of \_\_\_\_\_, 2009 (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 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 Contracts 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 11.a.x**

- 1. Agreement for the Purchase and Sale of Real Property, dated December 26, 2002, by and between SBG and Hugh Branch.**

**EXHIBIT 12.a.xvi**

**[SEE ATTACHED]**

**EXHIBIT 19.e-1**

**NON-SUGAR CANE ACREAGE EXCLUDED FROM LEASE**

**EXHIBIT 19.e-2**

**LEASE**

**[SEE ATTACHED]**

**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

amount of \$ \_\_\_\_\_ and constituted payment of rent for the month of \_\_\_\_\_.

7. The undersigned has not prepaid any rent.
8. The current balance of the undersigned's security deposit is: \$ \_\_\_\_\_.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional \_\_\_\_\_, \_\_\_\_\_-year period(s) which option(s) **[please circle one:]** (have)(have not) been exercised.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

Witnesses:

\_\_\_\_\_

Print: \_\_\_\_\_

\_\_\_\_\_

Print \_\_\_\_\_

Tenant:

By: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

**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 Amended and Restated 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 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.
  
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.

4. **No Assignment**. The grant of access provided herein to the undersigned shall be non-assignable and shall not confer any estate, title or possessory rights in the Premises to undersigned.

5. **Due Authorization and Execution.** Buyer represents and warrants to Seller and Seller represents and warrants to Buyer that each has the right, power, legal capacity and authority to enter into and perform its obligations under this Access Agreement, and that this Access Agreement constitutes the valid and legally binding obligation of Buyer and Seller enforceable in accordance with its terms.

6. **Modification.** This Access Agreement shall not be modified (and no purported modification thereof shall be effective) unless in writing and signed by Buyer and Seller.

7. **Governing Law.** The parties hereto do hereby agree that this Access Agreement and the rights and obligations of the parties hereto shall be governed by the laws and jurisdiction of the State of Florida.

8. **Miscellaneous.** Except as otherwise stated herein, this Access Agreement is governed by all the terms and conditions of **Section 21** of the Agreement.

IN WITNESS HEREOF, the parties have duly executed this Agreement as of the date first set forth below.

**Witnessed by:**

**SELLER:**

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 26.a**

**OPTION PROPERTY DESCRIPTION**

**EXHIBIT 26.i**

**PROVISIONS FOR NEW LEASE**

I. Section 2.A of the Lease shall be revised to insert any then existing uses of the Option Property, including, without limitation, any permitted uses under any then existing leases.

II. Section 3 of the Lease shall be revised to provide that the Lease Term shall terminate on the date which is the next occurring May 1<sup>st</sup> [\*or July 1<sup>st</sup> as to Citrus\*] that follows the twentieth (20<sup>th</sup>) anniversary of the Closing Date under the Agreement for Sale and Purchase.

III. Section 4.B.(1) of the Lease will not be included in the New Lease.

IV. Section 5 of the New Lease shall reflect that the initial Rent as of the Commencement Date thereof will be Fair Market Rent, and thereafter shall be adjusted to Fair Market Rent on every third anniversary of the New Lease Commencement Date and adjusted annually in accordance with Section 5.F. of the Lease.

**EXHIBIT 28.o**

**MEMORANDUM OF AGREEMENT**

THIS INSTRUMENT PREPARED BY  
AND AFTER RECORDING RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEMORANDUM OF AGREEMENT  
(Concerning Purchase Option and Right of First Refusal)**

THIS MEMORANDUM OF AGREEMENT (this "Memorandum") is dated as of \_\_\_\_\_, 20\_\_ (the "Effective Date") among **UNITED STATES SUGAR CORPORATION**, a Delaware corporation ("Parent"), whose mailing address is \_\_\_\_\_, **SBG FARMS, INC.**, a Florida corporation ("SBG"), whose mailing address is \_\_\_\_\_ and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation ("SGGC"), whose mailing address is \_\_\_\_\_, (SBC and SGGC together with Parent, individually and collectively, the "**OPTIONOR**"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, as **OPTIONEE** (together with its successors and assigns, "**OPTIONEE**"), whose mailing address is \_\_\_\_\_.

Optionor and Optionee hereby certify as follows:

1. Optionor and Optionee have entered into that certain Amended and Restated Agreement for Sale and Purchase (the "Agreement"), dated as of \_\_\_\_\_, pursuant to which Optionor has granted to Optionee certain purchase option rights and right of first refusal rights concerning the Option Property described in Exhibit A attached hereto, upon the terms and subject to the conditions set forth in the Agreement (the "Option") (all capitalized terms used but not defined herein shall have the meanings assigned to the same in the Agreement).

2. The Option shall terminate if not exercised on or before [INSERT DATE], 20\_\_\_\_, unless sooner terminated in accordance with the terms of the Agreement.

3. The covenants and agreements of Optionor under the Agreement are covenants running with the land and shall be binding upon Optionor and Optionor's successors and permitted assigns.

4. Optionor and Optionee enter into this Memorandum, which is to be recorded in the land record office of [INSERT COUNTIES] County, Florida, in order that third parties may have notice of the Agreement. This Memorandum shall not supersede or in any way modify the terms or conditions of the Agreement, or be used in interpreting the Agreement.

5. This Memorandum of Agreement shall be: (i) at all times subject and subordinate to any and all mortgages, deeds of trust, trust indentures, or other instruments evidencing a security interest upon the Option Property, which may now or hereafter affect any portion of the Option Property (subject, nonetheless to Optionor's obligation under the Option Purchase Agreement to satisfy or discharge any such instrument upon the closing of the acquisition of the Option Property by Optionee); (ii) during the Exclusive Period (i.e., the period commencing from the Effective Date through the date that is immediately prior to the third (3rd) anniversary thereof), subject and subordinate to the leases permitted under the terms of the Agreement (whether of record or not) and other matters of record entered into from and after the Closing, all as to the Option Property, and (iii) during the Non-Exclusive Period (i.e., the period commencing upon the third (3rd) anniversary of the Effective Date through the tenth (10th) anniversary thereof), subject and subordinate to any and all leases (whether of record or not) and other matters of record entered into from and after the commencement of such Non-Exclusive Period, all as to Option Property. Without limiting the automatic effectiveness of the foregoing subordination, within forty-five (45) days after written request by Optionor, Optionee hereby agrees to execute and deliver a subordination agreement, in form and substance reasonably acceptable to Optionee and Optionor, evidencing such subordination.

IN WITNESS WHEREOF, Optionor and Optionee have caused this Memorandum to be executed as of the Effective Date.

Signed, sealed and delivered in the

OPTIONOR:

Presence of:

UNITED STATES SUGAR CORPORATION,

a Delaware corporation

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Print Name:

Its

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, as \_\_\_\_\_ of United States Sugar Corporation, a Delaware corporation, \_\_\_ who is personally known or \_\_\_ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

Signed, sealed and delivered in the

Presence of:

SBG FARMS, INC., a Florida corporation

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, as \_\_\_\_\_ of SBG Farms, Inc., a Florida corporation, \_\_\_ who is personally known or \_\_\_ who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

Signed, sealed and delivered in the

Presence of:

SOUTHERN GARDENS GROVES  
CORPORATION, a Florida corporation

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Witness

Print Name: \_\_\_\_\_

Its

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2009, by \_\_\_\_\_,  
as \_\_\_\_\_ of Southern Gardens Groves Corporation, a Florida  
corporation, \_\_\_ who is personally known or \_\_\_ who has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Notary Public State of Florida at Large

My Commission Expires: \_\_\_\_\_

My Commission Number: \_\_\_\_\_

Signed, sealed and delivered in the

Presence of:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_

Witness

\_\_\_\_\_  
\_\_\_\_\_  
Print Name: \_\_\_\_\_  
\_\_\_\_\_

Witness

OPTIONEE:

SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT, a public  
corporation created under Chapter 373 of  
the Florida Statutes

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name:  
Its

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2009, by \_\_\_\_\_,  
as \_\_\_\_\_ of South Florida Water Management District, a public  
corporation created under Chapter 373 of the Florida Statutes, \_\_\_ who is personally  
known or \_\_\_ who has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public State of Florida at Large  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_