AMENDED AND RESTATED AGREEMENT FOR SALE AND PURCHASE

THIS AMENDED AND RESTATED AGREEMENT FOR SALE AND PURCHASE (this "Agreement") is made as of May 13, 2009, by and among **UNITED STATES SUGAR CORPORATION**, a Delaware corporation ("Parent"), **SBG FARMS, INC.**, a Florida corporation ("SBG") and **SOUTHERN GARDENS GROVES CORPORATION**, a Florida corporation ("SGGC") (collectively, "Selling Subsidiaries" and, together with Parent, individually and collectively, the "SELLER"), and the **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a public corporation created under Chapter 373 of the Florida Statutes, as BUYER (together with its successors and assigns, "BUYER"). BUYER and each SELLER are referred to herein individually as a "Party" and collectively as the "Parties." Each of the Parent and BUYER shall furnish to the other an original of this Agreement executed on its behalf promptly after execution.

For and in consideration of mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. AGREEMENT TO SELL AND BUY

a. SELLER and BUYER have previously entered into an Agreement for Sale and Purchase dated December 29, 2008, as amended by that certain First Amendment to Agreement for Purchase and Sale dated January 15, 2009, that certain Second Amendment to Agreement for Purchase and Sale dated February 12, 2009 and that certain Third Amendment to Agreement for Purchase and Sale dated March 12, 2009 (collectively, the "Original Agreement") for approximately 180,000 acres. In connection therewith, SELLER and BUYER have now agreed to amend and restate the Original Agreement to provide, among other things, that SELLER shall sell and BUYER shall purchase approximately 72,813 acres on the Closing Date and BUYER shall thereafter have an option to purchase the remaining approximately 107,817 acres in accordance with the provisions hereof. Accordingly, by execution of this Agreement, the Original Agreement shall be deemed to be completely amended, restated, replaced and superseded by the terms of this Agreement.

b. The SELLER hereby agrees to sell to the BUYER and the BUYER hereby agrees to buy from the SELLER, subject to the terms and conditions hereinafter set forth, that certain real property located in Hendry, Glades, and Palm Beach Counties, Florida (collectively, the "Counties"), legally described in **Exhibit "A"** attached hereto and made a part hereof; it being understood that the parties anticipate that the total acreage of the Premises shall be approximately seventy-two thousand eight hundred thirteen (72,813) acres, together with all and singular the rights, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (hereinafter referred to as the "Premises"); it being agreed

that in no event shall the Premises include any unharvested citrus and planted sugar cane crops, which Seller shall retain subject to the terms of the Lease (provided that pursuant to the Lease any cane stubble existing at the end of the Lease term shall belong to BUYER). Subject to the Title Exceptions, the conveyance of the Premises will include, without limitation, all citrus groves, fixtures, buildings, structures, improvements, pumps, pump motors, pump stations, culverts, ditches, canals, levees, roads, bridges, and all other irrigation and drainage works and infrastructure located on the Premises and any and all other right, title and interest in and to the Premises, including but not limited to all logs and timber rights, all water rights, all mineral rights, all oil and gas rights, all pasturage rights, all grazing rights and all other rights connected with the beneficial use and enjoyment of the Premises; as well as all right, title and interest in all alleys, roads, streets, streams, canals, ditches and other water bodies located on the Premises, appurtenant to the Premises or which may provide access to the Premises; and all right, title and interest in any alleys, roads, streets and easements included within the Premises, appurtenant to the Premises or which may provide access to the Premises.

c. Notwithstanding anything in this Agreement to the contrary, but subject to the express conditions of this Agreement, in no event shall any of SELLER's or BUYER's rights or obligations hereunder be deemed to be conditioned upon BUYER entering into any third party agreements including, without limitation, real property swaps, asset purchases or sales, or real property purchases or sales.

d. Should BUYER determine before or after Closing that minor adjustments to the relative boundaries of the Premises and SELLER's retained lands (but only to the extent that SELLER then owns such lands) would advance BUYER's purposes for the Premises, SELLER and BUYER agree to mutually and reasonably cooperate to consider whether a mutually agreeable land swap can be implemented, without additional consideration, to accomplish such objective, it being agreed that if either Party determines that such swap cannot be accomplished on terms and conditions acceptable thereto, then such Party may elect to not enter into such land swap without any further obligation or liability.

2. PURCHASE PRICE

The purchase price for the Premises is **FIVE HUNDRED THIRTY-SIX MILLION FOUR HUNDRED EIGHTY-SIX THOUSAND ONE HUNDRED EIGHTY AND No/100 U.S. Dollars ($536,486,180)** (the "Purchase Price") payable at time of Closing by a wire transfer in immediately available funds from BUYER to Title Company ("Closing Agent"), to be disbursed by the Closing Agent by wire transfer in immediately available funds to SELLER at Closing, subject only to the prorations and adjustments as otherwise provided in this Agreement. The Purchase Price is subject to adjustment based upon $7,368.00 per acre multiplied by the actual amount of acres reflected on the Surveys (as defined in Section 5).

3. TIME FOR ACCEPTANCE

This Agreement shall not be effective unless it is executed and delivered by the SELLER to the BUYER on or before May 12, 2009, and is executed by the BUYER on or before May 14, 2009. Notwithstanding the foregoing, in the event this Agreement is executed by the SELLER and delivered to the BUYER after May 12, 2009, BUYER, in BUYER's sole and absolute discretion, may extend said date until the date the BUYER actually receives this Agreement fully executed by the SELLER. The effective date of this Agreement ("Effective Date"), for purposes of performance, shall be regarded as the date when the BUYER has signed this Agreement. Acceptance and execution of this Agreement shall void any prior contracts or agreements between the parties concerning the Premises unless incorporated by reference herein.

4. CLOSING DATE

Subject to the terms and conditions of this Agreement, unless this Agreement shall have been earlier terminated in accordance with its terms, the consummation of the sale and purchase of the Premises (the "Closing") shall occur (a) on or before ninety (90) days after the later to occur of: (i) Validation, or (ii) the expiration of the Solicitation Period (as defined in Section 25 below), at the offices of SELLER's counsel in West Palm Beach, Florida, or (b) at such other time, place and manner (including via facsimile or electronic transmission) as may be mutually agreed to in writing (without any obligation to do so) by the Parties hereto (such time and date on which the Closing occurs being referred to herein as the "Closing Time" and the "Closing Date", respectively). Notwithstanding the foregoing, either SELLER or BUYER may terminate this Agreement by written notice to the other if Validation has not been issued by March 31, 2010 ("Outside Date").

5. EVIDENCE OF TITLE

a. Survey. As of the Effective Date, SELLER, at BUYER's request, has caused surveys of lands to be prepared which include, among other lands, all of the Premises (each, a "Prior Survey" and collectively, the "Prior Surveys"). BUYER agrees that it shall reimburse SELLER in the amount of $5,775,000 in connection with the preparation of the Prior Surveys within forty-five (45) days after the Effective Date (it being understood that this obligation shall survive any termination of this Agreement). Any additional cost or expense of the Prior Surveys in excess of $5,775,000 shall be borne by SELLER. BUYER, at BUYER's sole cost and expense, shall directly contract for and shall cause the Premises to be separately surveyed, which separate surveys (each, a "Survey" and collectively, the "Surveys") shall: (i) be made by a duly licensed Florida surveyor; (ii) be prepared in accordance with the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to **Section 472.027**, Florida Statutes, and Chapter 61G17, Florida Administrative Code and those certain requirements set forth in **Schedule 5.a.** unless otherwise agreed to by BUYER; (iii) not be required to reflect improvements located within the boundaries of the Premises, except as may otherwise be required by **Schedule 5.a.**; (iv) contain a legal description of the Premises (or applicable portion

thereof); and (v) contain a certificate in favor of SELLER, SELLER's counsel, BUYER, BUYER's counsel, the Title Company (as defined herein), the Title Agent (as defined herein), the corporate trustee issuing the Certificates of Participation, any credit enhancer securing the Certificates of Participation and other Persons as reasonably designated by BUYER. Upon receipt of any Survey by BUYER, BUYER shall promptly deliver certified copies of the same to SELLER, in the number of copies reasonably requested by SELLER at BUYER's expense. BUYER shall provide SELLER with written notice of any objections to the Surveys (the "Survey Objections") within thirty (30) days after receipt of the same, it being agreed that BUYER shall deemed to have accepted the matters disclosed in the Surveys to the extent BUYER does not timely provide notice of such Survey Objections within such 30-day period. From and after the Effective Date, BUYER shall approve in writing the scope of work, including the cost thereof, for the Surveys, and upon such approval, BUYER will direct the surveyors to prepare the Surveys in accordance with a contract directly between BUYER and the surveyors. BUYER shall pay the costs of such Surveys no more frequently than monthly within thirty (30) days after receipt of invoices thereof (it being understood that this obligation shall survive any termination of this Agreement). Prior to Closing, BUYER, at BUYER's sole cost and expense, may request updates of the Survey from time to time (the "Survey Updates").

b. Title Binder. SELLER has received Chicago Title Insurance Company ("Title Company"), Commitment Report No. 300804668 (Draft No. 3) dated June 30, 2008 as to lands in Glades County, June 19, 2008 as to lands in Hendry County and July 3, 2008 as to lands in Palm Beach County which included the Premises (collectively, the "Original Commitment"), together with copies of the exceptions set forth therein. The Original Commitment is acceptable to and approved by BUYER subject to the objections raised in BUYER's letter to SELLER dated February 6, 2009, except for objections to Nos. 16, 68, 191, 194X, 194Y, 194Z, 194AA, 267, 287A, 288 and 494 (solely to the extent that such title exception encumbers the Premises) of Schedule B-II of the Original Commitment and the objection to oil, gas and mineral reservations set forth in Paragraph No. 24 of such letter (solely to the extent that such title exceptions encumber the Premises), which objections BUYER hereby waives (the objections set forth in such letter that are not waived as set forth above and which relate to the Premises are herein called the "Title Objections"). SELLER shall have thirty (30) days after the Effective Date to cause the Title Company to issue and deliver to BUYER a title binder or binders for the Premises with legible copies of the deeds vesting title in, and conveying title from, SELLER and all instruments affecting title attached thereto (collectively, "Title Binder"), committing the Title Company to issue in BUYER's favor an ALTA title insurance policy or policies insuring BUYER's interest in the Premises (collectively, the "Title Policy") in the amount of the Purchase Price (it being agreed that separate policies may be issued for each portion(s) of the Premises that are owned by each of Parent and its Selling Subsidiaries so long as the aggregate amount of the title insurance is equal to 100% of the Purchase Price).

BUYER shall provide SELLER with written notice of any objections to the Title Binder within thirty (30) days after receipt of the same, it being agreed that (A) BUYER may only object to matters in the Title Binder that have not already been approved or deemed approved by BUYER in the Original Commitment or the Survey (i.e., matters other than the Title Objections or Survey Objections) and (B) BUYER shall be deemed to have accepted the matters disclosed in the Title Binder to the extent BUYER does not timely provide notice of the such objections within such 30-day period (any such timely written objections to the Title Binder are herein called the "Additional Title Objections"). Prior to Closing, BUYER may request updates of the Title Binder from time to time (the "Title Updates"). BUYER shall provide SELLER with written notice of any objections to the Title Updates or Survey Updates within thirty (30) days after receipt of the same, it being agreed that (A) BUYER may only object to matters that have not already been approved or deemed approved by BUYER in the Original Commitment, the Title Binder or the Survey or any prior Title Updates or Survey Updates and (B) BUYER shall be deemed to have accepted the matters disclosed in the Title Updates or Survey Updates to the extent BUYER does not timely provide notice of the such objections within such 30-day period (the Survey Objections, Title Objections, Additional Title Objections and any timely objections to Survey Updates and Title Updates as provided above are collectively referred to herein as the "Objections"). The amounts of re-insurance obtained by the Title Company and the title companies providing such re-insurance shall be reasonably acceptable to the Parties. Assuming that BUYER does not terminate this Agreement pursuant to **Section 7.a.xvi**, then, at the Closing, BUYER shall accept title to the Premises and the Title Policy, subject to the following (collectively, "Title Exceptions"):

i. Real property taxes, assessments and special district levies that are not yet due and payable, for the year in which the Closing occurs, and for subsequent years; and

ii. All of those certain matters set forth on Schedule B-II to the Title Binder and any updates thereof and any matters that may be shown by the Survey, in each case, as of the Closing Date, subject to SELLER's obligation to cure Curable Title Defects, if any, as defined in and pursuant to **Section 5.c**. below.

c. Owner's Affidavit, Curable Title Defects. SELLER shall: (i) deliver to the Title Company the Owner's Affidavit at Closing, together with any other customary resolutions that may be required by the Title Company to evidence the corporate authority of each SELLER to enter into this transaction and convey its respective rights, title, and interests in and to the Premises to BUYER; and (ii) be absolutely obligated to satisfy, discharge or release of record or insure over at Closing (A) any and all mortgages, consensual liens (i.e., signed by the appropriate SELLER),

construction liens filed under Chapter 713, F.S., Notices of Commencement (as defined in **Section 713.01(22)**, Florida Statutes) and final and unappealable liquidated judgments as to which a SELLER has been duly served (i.e., not a default judgment without notice), all regardless of amount, which encumber the Premises, (B) any liquidated default judgments and other liens as to which the fixed amount to discharge the same can be ascertained from the face of the lien instrument, all up to an aggregate amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 U.S. DOLLARS ($1,200,000.00) (collectively, the "Curable Title Defects"), in each case, without any obligation to commence any action or proceeding in connection therewith. Other than the Curable Title Defects, in no event shall SELLER be deemed to have any obligation to cure any other title or survey matters (including the Objections that are not otherwise expressly referenced in clauses (i) and (ii) above); provided, however that prior to or at Closing, SELLER shall, at its sole cost and expense, satisfy, solely to the extent that the same are included in the Title Binder, Items Nos. 1(a), 2 (solely with respect to mortgagors), 3, 4, 5, 6, 7, 8, 10 and 12 set forth in Chicago Title Insurance Company Commitment Report No. 300804668 (Draft No. 2) dated September 17, 2008, and Item No. 14 in Endorsement No. 2 to Commitment Report No. 300804668 (Draft No. 2) issued by the Title Company dated October 14, 2008, solely as the same relate to the Counties within which the Premises are located and not any other counties (e.g., SELLER may obtain a partial release of mortgage(s) to release the Premises from any such mortgages but not release the portion of any property not being conveyed by SELLER to BUYER).

d. Title Agent. All title insurance shall be issued by an authorized agent ("Title Agent") for the Title Company, and both SELLER and BUYER hereby waive any conflict which may exist by virtue of the Title Agent also serving as legal counsel to SELLER.

e. Encumbrances arising from and after the date of this Agreement. From and after the Effective Date, SELLER shall not execute or record any agreement or instrument in any way affecting the title to the Premises or grant, convey, encumber, lease (except as otherwise provided in **Section 12.a.xvii**) or consent to the imposition of any additional lien on any portion of the Premises without BUYER's prior written consent; provided, however, that BUYER shall not have any right to object to SELLER's recording of any instruments, for corrective title instruments or in connection with any financings or refinancings permitted by the terms of this Agreement.

f. Removal of Portions of the Premises. Prior to Closing, BUYER has the right to unilaterally elect to remove any portion of the Premises that is subject to any title or survey matters objectionable to BUYER so long as there is no reduction in the Purchase Price. BUYER and SELLER may mutually agree, each in their sole and absolute discretion without any obligation to do so, as to any removal of any portion of the Premises that is subject to any title or survey matters objectionable to BUYER as to which BUYER is requesting a reduction in the Purchase Price;

provided that if the Parties cannot agree, each in their sole and absolute discretion, then BUYER's sole remedies shall be (x) to terminate this Agreement pursuant to **Section 7.a.xvi** , or (y) to remove the portion of the Premises without a reduction in Purchase Price. Notwithstanding the foregoing, BUYER shall have the right to exclude from the Premises up to One Hundred Twenty (120) acres of land that is uninsurable (without additional cost to BUYER, unless SELLER elects to pay such additional insurance costs) or contains obligations that are prohibited by law as applied to BUYER, in which event BUYER and SELLER shall automatically adjust the Purchase Price by an amount equal to the aggregate sum of the value for each such acre excluded (based upon the applicable value(s) set forth in **Schedule 5.f** attached hereto). In the event that any portion of the Premises is removed from the Premises as permitted under this **Section 5.f**., (i) BUYER shall provide access and utility (including drainage) easements to SELLER, in form and substance (including rights of relocation) reasonably acceptable to SELLER and BUYER, if such easements are necessary in order for SELLER to continue to have legal and physical access and to preserve existing drainage (to the extent practicable over existing roads and drainage areas) to and from such property, together with any applicable utility service, and (ii) SELLER shall provide access and utility (including drainage) easements to BUYER or a third party to whom BUYER has sold a portion of the Premises, in form and substance reasonably acceptable to SELLER and BUYER, if such easements are necessary in order for BUYER or such third party to have legal and physical access and to preserve existing drainage (to the extent practicable over existing roads and drainage areas) to and from the Premises (or affected portion thereof), together with any applicable utility service.

g. Title and Survey Costs. SELLER shall pay: (i) any and all costs (including search charges and premiums) required for the issuance of the Title Binder and continuations and extensions thereof (including any and all updates thereof) and the Title Policy, other than any costs for the issuance of any endorsements; and (ii) the costs of the Prior Surveys to the extent they exceed $5,775,000. BUYER shall pay: (a) any costs for the issuance of any desired or applicable endorsements to the Title Policy; (b) $5,775,000 to SELLER in reimbursement of the costs of the Prior Surveys within forty-five (45) days after the Effective Date; and (c) the costs of the Surveys and any Survey Updates.

h. Title Insurance Policy. SELLER shall request the Title Company to issue a Title Binder that commits to issue a "Formerly American Land Title Association Owner's Policy Form B-1970 (Revised 10-17-70 and 10-17-84)" without creditor's rights exceptions (the "1970 Policy"). SELLER and BUYER shall provide any reasonable documentation in their respective possession requested by the Title Company in connection with the issuance of such 1970 Policy, provided that SELLER shall have no obligation to deliver such 1970 Policy.

i. Quit-Claim Deeds. SELLER agrees, at any time after Closing upon written request of BUYER, to execute any corrective quit-claim deeds that may be

necessary to effectuate this transaction, including the conveyance of strips, gaps and gores. This **Section 5.i.** shall survive Closing.

6. SELLER'S DELIVERIES

a. SELLER shall make available to BUYER, to the extent in SELLER's possession or reasonable control, the following documents and instruments related to the Premises within ten (10) days after written request of BUYER, except as specifically indicated:

i. Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports) with respect to the physical condition or operation of the Premises, if any.

ii. Copies of all 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 BUYER), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Premises, or any portion thereof (the "Governmental Approvals"), as well as copies of all unrecorded instruments which are material to the use or operation of the Premises, if any.

iii. Copies of all contracts, agreements, insurance policies and all other information to the extent related to the Premises and reasonably needed by BUYER to evaluate this transaction.

iv. Copies of reports showing the acreage of sugar cane planted, the tons of sugar cane harvested from such planted acreage, and the "sucrose % cane" of such harvested acreage, in order to facilitate land exchanges or dispositions related to surplus portions of the Premises by BUYER, subject to the trade secret protocol established by SELLER.

With respect to any such information made available to BUYER pursuant to this **Section 6.a.** that is proprietary or "Trade Secret" (as defined under Section 812.081, Florida Statutes), 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. As of or promptly after the Closing Date, to the extent transferable, SELLER and BUYER shall take such actions as are necessary to modify or transfer all of the Governmental Approvals of each SELLER relating to the Premises in accordance with **Exhibit 6.c** attached hereto (inclusive of any related land owner agreements), 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, either prior to or after the Effective Date, 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:

i. The physical condition of the Premises shall be in all material respects the same on the date of Closing as on the Effective Date of this Agreement, reasonable wear and tear excepted.

ii. At Closing, there shall be no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened which after Closing would, materially adversely affect the value of the Premises.

iii. On the day of Closing, the Premises shall be in material compliance with all applicable federal, state and local laws, ordinances, statutes, rules, regulations, codes, requirements, licenses, permits and authorizations.

iv. Validation and Certificates of Participation. The Validation shall have occurred and the Certificates of Participation shall have been issued and delivered with an average rate of interest not to exceed 7.5% and a final maturity (assuming substantially level debt service) of 30 years and in a par amount sufficient to generate proceeds to pay the Purchase Price and Close, and otherwise upon terms and conditions which are substantially similar to those terms and conditions of the prior issuance of certificates of participation by BUYER as more particularly described on **Schedule 7.a.iv** and otherwise materially consistent with and not in conflict with the laws of the State of Florida and BUYER's policies and procedures relating to financing, BUYER's financial plan and projections and BUYER's capital expense programs. For purposes of this Agreement, "Validation" means a final judgment shall have been issued by the Circuit Court in and for Palm Beach County validating the Certificates of Participation pursuant to Chapter 75, Florida Statutes and either (i) no timely appeal has been taken and the time for taking such appeal has expired or (ii) in the event of an appeal, such final judgment shall have been affirmed by the Florida Supreme Court and shall have become final and not subject to re-hearing or further appeal. "Certificates of Participation" are defined as certificates of participation evidencing undivided proportionate interests of the owners thereof in basic lease payments to be made by the Governing Board of BUYER, as lessee, pursuant to a Master Lease Purchase Agreement with the Leasing Corp., as lessor, in an aggregate amount, that, when combined with any other funds to be paid by BUYER at Closing, shall equal the Purchase Price.

v. BUYER's lender/financing trustee/credit enhancer/underwriter (the "Credit Provider") shall have approved the form of the Lease.

vi. All of the representations and warranties of SELLER contained in this Agreement, including but not limited to those contained in **Paragraph 12**, shall be true and correct in all material respects as of Closing (provided, however, that the foregoing materiality standard shall not apply to any

representation or warranty that is already qualified to a materiality standard).

vii. The conveyance contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinances, statute, rule or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

viii. Intentionally Deleted.

ix. There are no judicial, administrative or other legal or governmental proceedings, including but not limited to proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction which is the subject of this Agreement.

x. SELLER shall have funded the General Escrow Fund pursuant to the General Escrow Agreement, which shall be in form and substance attached hereto as **Exhibit 7.a.x** ("General Escrow Agreement").

xi. Performance. Each of the covenants, obligations and agreements to be performed by each of SELLER on or prior to the Closing Date pursuant to the terms of this Agreement shall have been duly and fully performed in all material respects (provided, however, that the foregoing materiality standard shall not apply to any covenant, obligation or agreement that is already qualified to a materiality standard).

xii. Closing Deliveries. SELLER or such other applicable party shall have executed and delivered to Closing Agent the documents specified in **Section 11** that are to be delivered by SELLER or such other applicable party, each dated as of the Closing Date.

xiii. Board Resolutions; Incumbency Certificates. BUYER shall have received from each SELLER copies of (a) within forty-five (45) days after Validation, resolutions of (i) the Board of Directors (or comparable authoritative body) of such SELLER, and (ii) solely if SELLER determines that it will seek stockholder approval, the stockholders of such SELLER, authorizing the execution and delivery of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby, certified by the appropriate officer of each SELLER, and (b) a certificate as to incumbency and signatures of officers authorized to execute this Agreement and the Related Agreements, and (c) a certificate dated as of the Closing Date and validly executed by an appropriate officer certifying that the conditions specified in **Section 7.a.xi**. have been satisfied.

xiv. Legal Opinion. BUYER shall have received a legal opinion regarding the authority of SELLER to enter into this Agreement from SELLER's counsel in the form of **Exhibit 7.a.xiv**.

xv. The Parties hereto acknowledge that, concurrently with the Closing, BUYER intends to enter into a ground lease agreement with the South Florida Water Management District Leasing Corp. (the "Leasing Corp.") which will encumber BUYER's interest in the Premises in order to facilitate the issuance of the Certificates of Participation. At Closing, SELLER, BUYER, the Leasing Corp. and any lender/financing trustee that may have received an assignment of the Leasing Corp.'s or BUYER's leasehold interest in the Premises, shall execute and deliver a Non-Disturbance, Subordination and Attornment Agreement in form and substance reasonably acceptable to all of such parties (the "NDSA").

xvi. BUYER shall be satisfied in its sole and absolute discretion: (x) that the 1970 Policy has been issued; (y) that the Objections have been resolved; and (z) with any new matters set forth in any Title Updates or Survey Updates that have not already been approved or deemed approved by BUYER (i.e., matters other than the Objections).

xvii. The Closing Affidavit, if any, delivered by SELLER to BUYER pursuant to **Section 12.a.xvi.** shall be satisfactory to BUYER.

xviii. BUYER is satisfied that no events have occurred since the Effective Date, and no conditions existed as of the Effective Date which were unknown to BUYER, that would cause the amount of debt and debt service necessary to finance this transaction to adversely affect the financial capacity of BUYER to continue to fulfill its statutory, contractual and other legal obligations and mandates based on its historical and projected operations.

xix. The easements have been mutually agreed upon by the Parties pursuant to **Section 11.a.xii**.

xx. The Relocation Agreement has been mutually agreed upon by the parties thereto pursuant to **Section 19.j**.

b. Should any of the conditions precedent to Closing provided in **Section 7.a**. above fail to occur, then BUYER shall have the right, in BUYER's sole and absolute discretion, to terminate this Agreement upon which, except as otherwise provided in **Section 15** of this Agreement, both Parties shall be released of all obligations under this Agreement with respect to each other.

c. In addition to all other conditions precedent to SELLER's obligation to consummate the purchase and sale contemplated herein or provided elsewhere in

this Agreement, the following shall be additional conditions precedent to SELLER's obligation to consummate the purchase and sale contemplated herein:

i. All of the representations and warranties of BUYER contained in this Agreement, including but not limited to those contained in **Section 12** (but excluding BUYER's representation in Section 12.c.vi), shall be true and correct in all material respects as of Closing (provided, however, that the foregoing materiality standard shall not apply to any representation or warranty that is already qualified to a materiality standard).

ii. The conveyance contemplated by this Agreement is not in violation of, or prohibited by, any private restriction, governmental law, ordinances, statute, rule or regulation, including but not limited to applicable governmental subdivision or platting ordinances.

iii. There are no judicial, administrative or other legal or governmental proceedings, including but not limited to proceedings pursuant to Chapter 120, Florida Statutes, filed or pending with respect to, or which affect, this Agreement or the transaction which is the subject of this Agreement.

iv. Performance. Each of the covenants, obligations and agreements to be performed by BUYER on or prior to the Closing Date pursuant to the terms of this Agreement shall have been duly and fully performed in all material respects (provided, however, that the foregoing materiality standard shall not apply to any covenant, obligation or agreement that is already qualified to a materiality standard).

v. Closing Deliveries. BUYER or such other applicable party shall have executed and delivered to Closing Agent the documents specified in **Section 11** that are to be delivered by BUYER or such other applicable party, each dated as of the Closing Date.

vi. Board Resolutions; Incumbency Certificates. SELLER shall have received from BUYER copies of (a) the resolution of the Governing Board of BUYER authorizing the execution and delivery of this Agreement and the Related Agreements and the consummation of the transactions contemplated hereby and thereby, certified by the appropriate officer of BUYER (the "BUYER's Approval"), and (b) a certificate as to incumbency and signatures of officers authorized to execute this Agreement and the Related Agreements, and (c) a certificate dated as of the Closing Date and validly executed by an appropriate officer certifying that the conditions specified in **Section 7.c.iv.** have been satisfied.

vii. At Closing, SELLER, BUYER, the Leasing Corp. and any lender/financing trustee that may have received an assignment of the

Leasing Corp.'s or BUYER's leasehold interest in the Premises, shall execute and deliver the NDSA.

viii. On or before forty-five (45) days after Validation, (A) the Boards of Directors for PARENT and each SELLING SUBSIDIARY shall have each (i) declared the transaction contemplated by this Agreement to be fair, advisable and in the best interests of its respective stockholders, and (ii) solely if SELLER determines that it will seek stockholder approval, recommended that their respective stockholders adopt this Agreement, presented this Agreement to their respective stockholders for approval, and, subject to stockholder approval, approved the consummation and performance of the transactions contemplated by this Agreement, and (B) solely if SELLER determines that it will seek stockholder approval, the stockholders of PARENT and each SELLING SUBSIDIARY shall have adopted this Agreement and approved the consummation of the transactions contemplated by this Agreement, in the case of both (A) and (B) above, in accordance with the applicable certificate or articles of incorporation and by-laws and applicable Law (collectively, the "SELLER's Approvals").

ix. BUYER's Credit Provider shall have approved the form of the Lease.

x. The easements have been mutually agreed upon by the Parties pursuant to **Section 11.a.xii.**

xi. The Relocation Agreement has been mutually agreed upon by the parties thereto pursuant to **Section 19.j**.

d. Should any of the conditions precedent to Closing provided in **Section 7.c**. above fail to occur, then SELLER shall have the right, in SELLER's sole and absolute discretion, to terminate this Agreement upon which, except as otherwise provided in **Section 15** of this Agreement, both Parties shall be released of all obligations under this Agreement with respect to each other.

8. PRORATIONS, TAXES AND ASSESSMENTS

SELLER shall pay when due all real property taxes, (whether ad valorem or non-ad valorem) as well as all pending, certified, confirmed and ratified special assessment liens levied against the Premises through the Closing Date. From and after the Closing Date, the Lease provides that the tenant thereunder shall pay all real property taxes (whether ad valorem or non-ad valorem) accrued with respect to the Premises in accordance with Florida Statute 196.295.

9. CONVEYANCE

SELLER shall convey title to the Premises to the BUYER, by statutory warranty deed(s)

("Deed(s)") at Closing, in form and substance attached hereto as **Exhibit 9**.

10. OWNERS AFFIDAVIT/CONSTRUCTION LIENS; ENVIRONMENTAL ESCROW

a. At Closing, the SELLER shall furnish to the BUYER an Owner's Affidavit ("Owner's Affidavit"), in form and substance as attached hereto as **Exhibit 10.a**.

b. General Escrow Fund.

i. Provided that SELLER does not elect to fund the following escrow amounts with a General Letter of Credit as provided below, the Closing Agent shall hold in escrow (if Closing Agent is also the Escrow Agent) or deliver to Escrow Agent (if Escrow Agent is not the Closing Agent) the following amount at Closing (which shall be paid out of the Purchase Price): cash in an amount equal to FOUR MILLION AND NO/100 DOLLARS ($4,000,000.00) (the "General Escrow Fund"), which General Escrow Fund, if cash, shall be paid by wire transfer of immediately available funds to an interest bearing account designated by an Escrow Agent. The General Escrow Fund shall not be used for any purposes other than those set forth in **Section 10.b.ii**.

ii. The General Escrow Fund shall be held as security for: (w) any Environmental Claims that BUYER may have under this Agreement; (x) costs incurred by SELLER to perform Additional Remediation pursuant to **Section 21**; (y) payment of one hundred thirty percent (130%) of the Final Remediation Cost Estimate to BUYER pursuant to **Section 21**; and (z) satisfaction of all of SELLER's obligations as provided under the Lease (without limiting BUYER's other rights and remedies under this Agreement or the Lease). The General Escrow Fund shall be disbursed in accordance with the General Escrow Agreement. In addition, the General Escrow Fund shall be 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**, if SELLER has not met a Milestone in the Additional Remediation Schedule as a result of its failure to diligently pursue same.

iii. In the event that SELLER elects to fund all of the General Escrow Fund with a General Letter of Credit, as provided for below, then the cash to Close payable directly to SELLER shall be increased by the aggregate amount of any such General Letter of Credit.

iv. In lieu of cash proceeds from the Purchase Price being deposited as General Escrow Fund on the Closing Date, SELLER shall have the option (to be exercised no later than ten (10) days prior to Closing), to elect to post a letter of credit with Escrow Agent for all the General Escrow Fund

(the "General Letter of Credit"), which shall be held and drawn upon by Escrow Agent pursuant to the terms of the General Escrow Agreement and shall be substantially in the form attached hereto as **Exhibit 10.c.iv.** or otherwise in form and substance reasonably acceptable to SELLER and BUYER. The General Letter of Credit shall not be assignable or transferable to any transferees, successors or assigns of BUYER, and BUYER may not assign or transfer BUYER's power and authority to make any draws against the General Letter of Credit, except to the extent BUYER is permitted to assign this Agreement. If SELLER elects to post the General Letter of Credit, it 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 Escrow Agent, as beneficiary, (iii) provide for draws as set forth below in this subsection, 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 General Letter of Credit that the bank elects that it not be renewed. If the General 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 draw upon the same and hold it pursuant to the terms of the General Escrow Agreement, and the terms hereof related to the Escrow Agent shall be included in the General Escrow Agreement.

v. Notwithstanding anything in this Agreement to the contrary, SELLER shall be required to replenish the General Escrow Fund in the event any disbursements are made from the General Escrow Fund in accordance with the terms of this **Section 10** within fifteen (15) days after written notice of any such disbursement. Any failure by SELLER to replenish the General Escrow Fund within such fifteen (15) day period shall constitute an immediate default under this Agreement that shall not be subject to any further notice or cure period pursuant to **Section 15.c.** hereof. SELLER's obligation to replenish the General Escrow Fund as provided herein shall survive as provided in the General Escrow Agreement.

vi. Payments shall be made from the General Escrow Fund in accordance with the General Escrow Agreement.

11. DOCUMENTS FOR CLOSING

a. At Closing, SELLER and BUYER, as applicable, shall execute and deliver (or cause to be executed and delivered) to each other the following documents and instruments:

i. the Deed;

ii. the Owner's Affidavit;

iii. the closing statement in form and substance reasonably acceptable to the Parties;

iv. a "bring-down" certificate from each of SELLER and BUYER stating that the representations and warranties of each respective Party contained in **Section 12** (excluding BUYER's representation in **Section 12.c.vi**) are true and correct;

v. the Lease;

vi. the NDSA;

vii. the General Escrow Agreement;

viii. an assignment and assumption of Tenant Leases, in form and substance as attached hereto as **Exhibit 11.a.viii**;

ix. all of the documents and instruments required to be delivered by SELLER pursuant to **Section 6.c.** of this Agreement;

x. an assignment and assumption of contracts, in form and substance attached hereto as **Exhibit 11.a.x** ("Assignment of Contracts");

xi. The Memorandum of Agreement;

xii. all other documents and instruments provided for under this Agreement, required by the Title Company or reasonably required by BUYER or SELLER to consummate the transaction contemplated by this Agreement, all in form, content and substance reasonably required by and acceptable to BUYER or SELLER, as may be applicable.

xiii. SELLER and BUYER shall execute and deliver easements, in form and substance reasonably acceptable thereto (and at the sole cost and expense of the Party requesting the applicable easement(s)) with respect to: (i) BUYER's right to use SELLER's railroad crossings; and (ii) either Party's right to maintain and relocate existing utilities and/or access over and across the Premises or SELLER's retained property if reasonably necessary for the continued use and operation thereof (it being agreed that the foregoing shall include a drainage easement, not to exceed 320 acres in area, in favor of SELLER's citrus processing plant for a term of five (5) years). The instruments described in clauses (i) and (ii) above shall be reasonably agreed upon prior to the Closing Date.

xiv. The Relocation Agreement.

b. The BUYER shall prepare or cause the Closing Agent to prepare a draft closing statement and submit it to SELLER at least ten (10) days prior to the scheduled Closing Date.

12. REPRESENTATIONS AND WARRANTIES

a. SELLER's Representations. As a material inducement to BUYER entering into this Agreement, SELLER represents and warrants to and covenants with BUYER that the following matters are true as of the Effective Date and that they will also be true as of Closing:

i. To SELLER's Knowledge, the description information concerning the Premises set forth in **Section 1** hereof is generally accurate, unless otherwise disclosed by the Title Binder or Survey, or any updates thereof.

ii. Except as set forth on **Schedule 12.a.ii(A)** or as may be otherwise disclosed on the Title Binder or Surveys or any updates thereto, each applicable SELLER (a) owns fee simple record title to the Premises, and (b) there are no outstanding options to purchase or rights of first refusal or restrictions on transferability affecting the Premises or any portion thereof. Except for the leases set forth on **Schedule 12.a.ii(B)** (the "Tenant Leases") and the matters disclosed on **Schedule 12.a.ii(A)** or as may be otherwise disclosed on the Title Binder or Surveys or any updates thereto, none of the Premises is subject to any lease or other occupancy agreements in favor of any third party.

iii. To SELLER'S Knowledge, SELLER is not in default, nor do any circumstances exist which would give rise to a default under any of the documents, recorded or unrecorded, referred to in the Title Commitment. Without limiting the foregoing, except as set forth on **Schedule 12a.iii**, SELLER has not received any written notice from the appropriate governmental entity (x) that SELLER is not in compliance with any Governmental Approval or (y) that SELLER is not in compliance with all applicable federal, state, county or other governmental laws, ordinances, regulations, licenses, permits and authorizations, including, without limitation, Environmental Laws (collectively, the "Laws"), relating to or in any way affecting the Premises that remains uncured as of the date hereof, except where the failure to so comply would not reasonably be expected to have a material adverse effect on the Premises.

iv. Except as specifically set forth in this Agreement or the Schedules to this Agreement, there are no facts or circumstances of which SELLER has

Knowledge that could reasonably be expected to have a material adverse effect on the Premises.

v. To the Knowledge of SELLER, **Schedule 12.a.v.** contains a true and complete list of the Governmental Approvals possessed by SELLER that are necessary to entitle or permit SELLER to own, lease and operate the Premises (the "Required Governmental Approvals") and the applicable SELLER set forth thereon is the authorized holder of each such Required Governmental Approval. To the Knowledge of SELLER, SELLER possesses all Required Governmental Approvals necessary to own and operate the Premises as they are currently owned and operated. Except as set forth on **Schedule 12a.iii**, SELLER has not received written notice that any Required Governmental Approval is not in full force and effect in the jurisdiction where it is required under applicable Laws.

vi. Except as set forth on **Schedule 12a.vi**, there is no pending, or, to SELLER's Knowledge, threatened judicial, county or administrative proceedings or any judgment, order, injunction, decree, consent decree, ruling, or writ of any governmental authority materially affecting the Premises or in which SELLER is or will be a party by reason of SELLER's ownership of the Premises or any portion thereof, including, without limitation, proceedings for or involving condemnations, eminent domain or zoning violations, or personal injuries or property damage alleged to have occurred on the Premises or by reason of the condition or use of the Premises. No attachments, execution proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings are pending, or, to SELLER's Knowledge, threatened against SELLER. In the event any proceeding of the character described in this subparagraph is initiated prior to Closing, SELLER shall promptly advise BUYER in writing.

vii. The execution and delivery of this Agreement by SELLER has been, and subject to SELLER receiving the SELLER's Approvals, (i) all the documents to be delivered by SELLER to BUYER at Closing by SELLER, and (ii) the performance of the Agreement by SELLER, will be, duly authorized by SELLER. Assuming the due authorization, execution and delivery by BUYER of this Agreement, this Agreement will be binding on SELLER and enforceable against SELLER in accordance with its terms, conditions and provisions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship and other laws relating to or affecting creditor's generally and by general equitable principles. No consent to such execution, delivery and performance is required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party other than; (i) the SELLER's Approvals; (ii) any such consent which already has been unconditionally

given; or (iii) where failure to obtain such consent would not be reasonably expected to have an adverse effect on the Premises. Neither the execution of this Agreement by SELLER nor the consummation of the transactions contemplated hereby by SELLER will: (i) violate any court order, or violate or conflict with any contract or agreement to which SELLER is a party and the Premises is subject, except to the extent that such violation would not reasonably be expected to have individually or in the aggregate, a material adverse effect on the Premises or the transactions contemplated under this Agreement; or (ii) result in the creation or imposition of any lien (other than the Title Exceptions), with or without the giving of notice or the lapse of time or both, on any of the Premises.

viii. To SELLER's Knowledge, there are no facts or circumstances which would materially impair the continued use of the Premises for agricultural purposes employed by SELLER, in SELLER's ordinary course of business, consistent with past practices.

ix. As to the environmental condition of the Premises, except as disclosed by the BUYER's Environmental Assessment or as set forth on **Schedule 12.a.iii** or **Schedule 12.a.vi**:

(1) For purposes of this Agreement, pollutant ("Pollutant") shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal ("Disposal") shall mean Pollution as defined as **Section 376.301(37)** of the Florida Statutes Annotated (provided that for purposes of this **subsection 12.a.ix.(1)** "pollutants" in **Section 376.301(37)** of the Florida Statutes Annotated shall mean Pollutants as defined in this **subsection 12.a.ix.(1)**) and the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws ("Environmental Laws") shall mean any applicable federal, state, or local laws, statutes, ordinances, rules, regulations, orders, judgments, decrees or other governmental restrictions relating to, or regulating, governing or protecting human health or the environment. Pesticides ("Pesticides") means any Pollutant defined as a pesticide under **Section 487.021(49)** of the Florida Statutes Annotated. "FIFRA" means the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq. Solely for purposes of this **subsection 12.a.ix.**, "Knowledge" shall be deemed to mean, with respect to SELLER, the actual knowledge of Peter Briggs, as environmental consultant of SELLER, and Edward Almeida (Vice President, Legal Affairs), all without imputation or attribution; provided however that the actual knowledge of Edward Almeida shall exclude any information that is protected by a legal privilege.

(2) The SELLER has obtained, and has not received written notice of any violations under, any and all permits regarding the Disposal of Pollutants on the Premises or contiguous property owned by SELLER.

(3) The SELLER has no Knowledge of, nor has it received any written notice of, any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant, or alleged violation of any Environmental Laws, on or under the Premises or on contiguous property.

(4) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending, or to SELLER's Knowledge, threatened against the SELLER relating in any way to the Disposal of Pollutants, or an alleged violation of Environmental Law, on or under the Premises or on any contiguous property owned by SELLER.

(5) To the Knowledge of SELLER, all applications of Pesticide on or to the Premises by SELLER have been applications of a pesticide product registered under FIFRA if such application occurred after FIFRA had been enacted, and have been done in accordance with the instructions on the labels applicable to such Pesticides.

(6) To the Knowledge of SELLER, all applications of fertilizer on the Premises by SELLER have been "the normal application of fertilizer" within the meaning of **Section 101(22)(D)** of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Secs. 9601 et seq.;

(7) All determinations related to the status of any portion of the Premises as Prior Converted Cropland pursuant to the National Food Security Act Manual for the implementation of the Food Security Act of 1985 or the Clean Water Act (Final Rule, 58 FED. REG. 45,008, 45,034, August 25, 1993) that SELLER has received or possess are listed on **Schedule 12.a.ix.**; and to SELLER's Knowledge, true and correct copies of such determinations and documents and information related to Prior Converted Cropland status of any portion of the Premises have been provided to BUYER.

x. Parent is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. SBG is a corporation duly organized, validly existing, and its status is active under the laws of the State of Florida. SGGC is a corporation duly organized, validly existing, and its status is active under the laws of the State of Florida.

xi. Subject to the terms and conditions contained herein, SELLER shall use its commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to make, or cause to be made, all filings necessary, proper or advisable under any Laws and to consummate and make effective the transactions contemplated by this Agreement, including commercially reasonable efforts to obtain, prior to the Closing Date, all permits, consents, approvals, authorizations, qualifications, waivers and orders as are necessary for consummation of the transactions contemplated by this Agreement and to fulfill the conditions to consummation of the transactions contemplated hereby set forth in **Section 7** of this Agreement.

xii. SELLER shall promptly notify BUYER of any material change in any condition with respect to the Premises or of any event or circumstance which makes any representation or warranty of SELLER to BUYER under this Agreement untrue or misleading, or any covenant of SELLER under this Agreement incapable or less likely of being performed, it being understood that the SELLER's obligation to provide notice to BUYER under this subparagraph shall in no way relieve SELLER of any liability for a breach by SELLER of any of its representations, warranties or covenants under this Agreement. As of the Effective Date, SELLER has no Knowledge of any event or circumstance which makes any representation or warranty of BUYER under this Agreement untrue or misleading.

xiii. Except as set forth on **Schedule 12.a.xiii**, SELLER has made no other outstanding agreement for purchase and sale applicable to the Premises other than this Agreement.

xiv. To SELLER's Knowledge, all items delivered by SELLER pursuant to this Agreement (except for the Title Binder, Prior Surveys, Surveys, Title Updates (if any), Survey Updates (if any) or any information previously delivered by SELLER with respect to the SELLER's business or other assets other than the Premises), are and will be true, correct and complete in all material respects and fairly represent the information set forth therein and no such items omit to state information necessary to make the information contained therein or herein true and correct.

xv. Intentionally Deleted.

xvi. SELLER warrants that no person, individual, firm, association, joint venture, partnership, estate, trust, syndicate, fiduciary, corporation, or other entity or group (hereinafter referred to as "Person") is entitled to a fee, consideration, real estate commission, percentage, gift, or other non-monetary consideration from SELLER (a) in connection with this Agreement or Related Agreements or the subsequent Closing, (b) as compensation contingent upon BUYER entering into this Agreement or

the Related Agreements or the subsequent Closing the contemplated transaction, or (c) to solicit or secure this Agreement or Related Agreements (hereinafter referred to as "Fees"), except as accurately disclosed on, or exempt from disclosure pursuant to the terms of, the Beneficial Interest and Disclosure Affidavit dated as of the date hereof and attached hereto and made a part hereof as **Exhibit 12.a.xvi**. ("Affidavit"). SELLER and BUYER agree that, if necessary, at closing SELLER may execute and deliver to BUYER an updated Affidavit dated the date of the Closing in order to disclose any Fees payable by SELLER to any Persons that arise during the time between the Effective Date and the Closing Date ("Closing Affidavit"). If SELLER determines that it will execute and deliver a Closing Affidavit, SELLER shall first deliver a draft of the Closing Affidavit to BUYER no later than ten (10) business days prior to Closing for BUYER'S review. BUYER'S satisfaction of the matters disclosed in any Closing Affidavit is a condition precedent to BUYER'S obligations to close the transactions contemplated by this agreement as provided in **subsection 7.a.xvii.** Except as provided under **subsection 19.h.**, SELLER shall pay all Fees, and SELLER shall indemnify and hold BUYER harmless from any and all claims for Fees, whether disclosed or undisclosed. Furthermore, if, prior to Closing, BUYER becomes aware that a Person is owed a Fee from SELLER and such Person is not disclosed on, or exempt from disclosure pursuant to the terms of, the Affidavit or the Closing Affidavit, then BUYER shall have the right to (A) terminate this Agreement without thereby waiving any action for damages resulting from such nondisclosure, or (B) proceed to Closing and reduce the Purchase Price by the full amount of such Fee owed from SELLER to such undisclosed Person. If BUYER proceeds to Closing and the Fee owed to the undisclosed Person is a gift or other non-monetary consideration or benefit, then the Purchase Price shall be reduced by the fair market value of such gift or other non-monetary consideration or benefit. If, after Closing, BUYER becomes aware that a Fee has been paid by SELLER to a Person that is not disclosed on, or exempt from disclosure pursuant to the terms of, the Affidavit or the Closing Affidavit, as applicable, then BUYER may recover from SELLER the full amount of such Fee ("Post-Closing Recovery Amount"). If the Fee paid to such undisclosed Person is in the form of a gift or other non-monetary consideration or benefit, BUYER may recover the fair market value of such gift or other non-monetary consideration or benefit from SELLER. BUYER and SELLER hereby acknowledge and agree that if a Fee has been paid by SELLER to a Person that is not disclosed on, or exempt from disclosure pursuant to the terms of, the Affidavit or the Closing Affidavit, as applicable, and BUYER does not become aware of such undisclosed Fee until after Closing, it will be difficult to quantify and determine BUYER's damages, and therefore, BUYER and SELLER agree that the Post Closing Recovery Amount is a fair and reasonable liquidated damages amount, and not a penalty. The provisions of this **subparagraph**

12.a.xvi. shall survive the delivery and recording of the deed or other instrument pursuant to **Section 18**. The term "Related Agreements" means the Deed(s), the General Escrow Agreement, and the Lease.

xvii. With respect to each of the Tenant Leases, the following information is true and correct, except as may be otherwise set forth on **Schedule 12a.xvii**, (A) each of the Tenant Leases is in full force and effect on the terms set forth therein and has not been modified, amended, or altered, in writing or otherwise, and each tenant ("Tenant") under the Tenant Leases is legally required to pay all sums and perform all obligations set forth in the Tenant Leases (in accordance with the terms of the Tenant Leases), without other concessions, abatements, offsets, defenses or other basis for relief or adjustment; (B) all obligations of the SELLER, under the Tenant Leases which have accrued prior to Closing will be or have been performed, and no Tenant has asserted or, has any defense to, offsets or claims against, rent payable by it or the performance of its other obligations under its lease; SELLER has no outstanding obligation to provide any Tenant with an allowance to construct, or to construct at its own expense, any tenant improvements; (C) to SELLER's Knowledge, no Tenant is in default under or in arrears in the payment of any sums or in the performance of any obligation required of it under its Tenant Lease, and no circumstance exists which, with notice or the passage of time, or both, would give rise to a default, and no Tenant has prepaid any rent or other charges or given security deposits beyond the payment terms described in each Tenant Lease; (D) SELLER has received no written notice that any Tenant is or may become unable to or unwilling to perform any or all of its obligations under its lease, whether for financial or legal reasons or otherwise; (E) no guarantors of any of the Tenant Leases have been released or discharged, voluntarily or involuntarily, or by operation of law, from any obligation under or in connection with any of the Tenant Leases or any transaction related thereto; (F) SELLER has not applied and shall not apply any security deposit to rent due from any Tenant whose Tenant Lease shall not terminate prior to Closing; (G) the exclusive responsibility for all expenses connected with or arising out of the negotiation, execution and delivery of the Tenant Leases, including, without limitation, brokers' commissions, leasing fees and the cost of all tenant improvements have been paid; (H) after the Effective Date, SELLER shall neither execute any new lease for the Premises nor renew, modify or grant any material consent with respect to any existing Tenant Lease without BUYER's prior written consent, which consent may be withheld in BUYER's reasonable discretion; provided, however that in no event shall BUYER's consent be required if such new lease or renewal, modification or consent by SELLER with respect to an existing Tenant Lease is (i) consistent with SELLER's ordinary course of business and the term of such new lease or existing Tenant Lease which is being renewed, modified or for which SELLER's consent is being requested has a lease

term which expires on or prior to the term of the Lease or can be terminated by SELLER without penalty upon thirty (30) days notice; or (ii) otherwise contemplated by the terms of any such Tenant Lease; (I) no new Tenant Lease shall violate the terms of any of the existing Tenant Leases; (J) without the prior written consent of BUYER, which may be withheld in BUYER's sole and absolute discretion, SELLER shall not, prior to Closing, terminate any of the Tenant Leases unless such termination is in the ordinary course of SELLER's business, in which event no such consent is required; and (M) after the Effective Date, SELLER shall not enter into any contract or other agreement (other than a lease as provided for above) with respect to the Premises which will survive Closing and be binding upon BUYER or the Premises without BUYER's prior written consent, which consent may be withheld in BUYER's sole and absolute discretion.

xviii. Intentionally Deleted.

xix. The SELLER hereby represents and warrants that neither the Parent nor any Selling Subsidiary has received any written notice during the past three years from any insurance carrier regarding defects or inadequacies in the Premises wherein SELLER was notified that if not corrected would result in termination of insurance coverage or increase its insurance premium in any material respect.

xx. The SELLER hereby represents and warrants that **Schedule 12.a.xx** contains a list of all casualty, liability and workers' compensation insurance coverage (specifying the insured, insurer, amount of coverage, type of insurance and policy number), maintained by SELLER and relating to the Premises (the "Insurance Policies"), and copies of which have been made available to BUYER. To the Knowledge of SELLER, with respect to each such Insurance Policy: (i) such policy is valid and enforceable in accordance with its terms and is in full force and effect; (ii) none of SELLER are in material breach (including any such breach with respect to the payment of premiums or the giving of notice); (iii) no event has occurred which, with notice or the lapse of time, would constitute a material breach or permit termination or modification, under any such Insurance Policy; (iv) no notice of cancellation or termination of, or general disclaimer of liability under any such policy has been received by the applicable SELLER. As of the date hereof, no claims under the Insurance Policies are outstanding other than any claims that would not reasonably be expected to have a material adverse effect.

xxi. Other than as disclosed on the Affidavit, the SELLER hereby represents and warrants that SELLER has not agreed to pay any fee or commission to any agent, broker, finder, investment banker, or any other Person for or on account of services rendered as a broker or finder in connection with this Agreement or the transactions contemplated hereby that would give rise to

an valid claim against BUYER or its Affiliates for any brokerage commission, finder's fee, investment banking fee, or similar payment.

xxii. Intentionally Deleted.

xxiii. The SELLER hereby represents and warrants that SELLER (on a consolidated basis) is Solvent and, after giving effect to the transactions contemplated hereby, will be Solvent. Each SELLER will receive valuable direct and indirect benefits as a result of the consummation of the transactions contemplated hereby and these benefits constitute "reasonably equivalent value" and "fair consideration" as those terms are used in the United States Bankruptcy Code, as amended (11 U.S.C., et seq.), or any other applicable bankruptcy law or state fraudulent transfer or conveyance statute, and the related case law. The term "Solvent" means, with respect to any Person on a particular date, that on such date (a) the fair market value of the property of such Person is greater than the total amount of its liabilities, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liabilities of such Person on its debts (including, without limitation, its liabilities under this agreement, and its stated and contingent liabilities) as they become absolute and matured, (c) such Person has not incurred, does not intend to incur and does not believe that it will incur debts or liabilities beyond its ability to pay as such debts and liabilities mature, (d) such person has not made a transfer or incurred an obligation under this agreement with the intent to hinder, delay or defraud any of its present or future creditors, and (e) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which its assets would constitute an unreasonably small capital.

xxiv. No representation or warranty by SELLER in this Agreement, and no statement made by SELLER in the Schedules hereto, or any certificate or other document prepared by SELLER and furnished or to be furnished to BUYER pursuant hereto, or in connection with the negotiation, execution or performance of this Agreement, contains or will at the Closing contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not misleading (provided, however, that the foregoing materiality standard shall not apply to any representation or warranty that is already qualified to a materiality standard).

b. The representations and warranties made in this Agreement by SELLER shall be continuing (subject to **Section 18**) and shall be deemed remade by SELLER as of Closing with the same force and effect as if in fact made at that time. SELLER shall be liable to BUYER before and after Closing for any loss, damage, liability or cost (including but not limited to reasonable attorneys fees and costs) that BUYER incurs as a result of any warranty or representation made by SELLER in

this Agreement not being true and correct in all material respects as of the Effective Date and Closing Date (provided, however, that the foregoing materiality standard shall not apply to any representation or warranty that is already qualified to a materiality standard), all as and to the extent provided in **Section 15** and subsection (e) below. Notwithstanding anything to the contrary herein, but subject to subsection (e) below, the effect of the representations and warranties made in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by BUYER or its agents.

c. BUYER's Representations. As a material inducement to SELLER entering into this Agreement, BUYER represents and warrants to and covenants to SELLER that the following matters are true as of the Effective Date and that they will also be true as of Closing:

i. The execution and delivery of this Agreement by BUYER has been, and subject to BUYER receiving the BUYER's Approval and Validation, (i) all the documents to be delivered by BUYER to SELLER at Closing by BUYER, and (ii) the performance of the Agreement by BUYER, will be, duly authorized by BUYER. Assuming the due authorization, execution and delivery by SELLER of this Agreement, this Agreement will be binding on BUYER and enforceable against BUYER in accordance with its terms, conditions and provisions, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, receivership, conservatorship and other laws relating to or affecting creditor's generally and by general equitable principles. No consent to such execution, delivery and performance is required from any person, beneficiary, partner, limited partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party other than; (i) the BUYER's Approvals; (ii) any such consent which already has been unconditionally given; or (iii) where failure to obtain such consent would not be reasonably expected to have an adverse effect on the Premises. Neither the execution of this Agreement by BUYER nor the consummation of the transactions contemplated hereby by BUYER will violate any court order, contract or agreement to which BUYER is a party.

ii. Except as set forth in **Schedule 12.c.ii**, there is no pending, or, to BUYER's Knowledge, threatened judicial, county or administrative proceedings that would reasonably be expected to impair or delay the ability of BUYER to perform its obligations under this Agreement. In the event any proceeding of the character described in this subparagraph is initiated prior to Closing, BUYER shall promptly advise SELLER in writing.

iii. Subject to the terms and conditions contained herein, BUYER shall use its commercially reasonable efforts to take, or cause to be taken, all

appropriate action, and to make, or cause to be made, all filings necessary, proper or advisable under any Laws and to consummate and make effective the transactions contemplated by this Agreement, including commercially reasonable efforts to obtain, prior to the Closing Date, all permits, consents, approvals, authorizations, qualifications, waivers and orders as are necessary for consummation of the transactions contemplated by this Agreement and to fulfill the conditions to consummation of the transactions contemplated hereby set forth in **Section 7** of this Agreement.

iv. BUYER shall promptly notify SELLER of any event or circumstance which makes any representation or warranty of BUYER to SELLER under this Agreement untrue or misleading, or any covenant of BUYER under this Agreement incapable or less likely of being performed, it being understood that the BUYER's obligation to provide notice to SELLER under this subparagraph shall in no way relieve BUYER of any liability for a breach by BUYER of any of its representations, warranties or covenants under this Agreement. As of the Effective Date, BUYER has no Knowledge of any event or circumstance which makes any representation or warranty of SELLER under this Agreement untrue or misleading; provided, however, this representation shall not be deemed to impair or limit BUYER's regulatory rights to enforce the conditions of any Governmental Approval that BUYER has issued.

v. BUYER hereby represents and warrants that BUYER has not agreed to pay any fee or commission to any agent, broker, finder, investment banker, or any other Person for or on account of services rendered as a broker or finder in connection with this Agreement or the transactions contemplated hereby that would give rise to an valid claim against SELLER or its Affiliates for any brokerage commission, finder's fee, investment banking fee, or similar payment.

vi. Based upon the most recent projections of ad valorem tax revenues as promulgated by the State of Florida, Office of Economic and Demographic Research, in its report dated March 4, 2009, updated March 16, 2009, and BUYER's current ad valorem millage rates, BUYER represents that, to BUYER's Knowledge, it expects to be able to pay debt service on Certificates of Participation sufficient to pay the Purchase Price with an average rate of interest not to exceed 7.5% and a final maturity (assuming substantially level debt service) of 30 years. This representation is not continuing and BUYER is not required to update this representation at any time in the future, notwithstanding the provision of **Section 12.d.** hereof. BUYER makes no representation as to its ability to obtain financing for the transaction contemplated hereunder or its ability to issue Certificates of Participation as described herein.

d. The representations and warranties made in this Agreement by BUYER shall be continuing (subject to **Section 18**) and shall be deemed remade by BUYER as of Closing with the same force and effect as if in fact made at that time. BUYER shall be liable to SELLER before and after Closing for any loss, damage, liability or cost (including but not limited to reasonable attorneys fees and costs) that SELLER incurs as a result of any warranty or representation made by BUYER in this Agreement not being true and correct in all material respects (provided, however, that the foregoing materiality standard shall not apply to any representation or warranty that is already qualified to a materiality standard) as of the Effective Date and Closing Date, all as and to the extent provided in **Section 15** and subsection (e) below.

e. A representation or warranty will not be deemed to be untrue or incorrect on the Closing Date if such representation or warranty was originally true on the Effective Date and such representation or warranty thereafter became untrue for reasons other than the intentional or willful misconduct of the representing Party or due to events beyond the representing Party's reasonable control causing the same to be untrue, whereupon such representation or warranty shall be deemed to be conformed to such new circumstances, provided, however, that, in such event, the failure of such original (non-conformed) representation or warranty to be true and correct shall continue to be a condition precedent to Closing for the purposes of **Section 7.a.vi** or **Section 7.c. i**, respectively.

f. For purposes hereof, "Knowledge" shall be deemed to mean, (a) with respect to SELLER, the actual knowledge of the respective (i) Robert H. Buker, Jr., President and Chief Executive Officer, Gerard A. Bernard, Chief Financial Officer and Carl Stringer, Chief Information Officer of Parent, and Edward Almeida (Vice President, Legal Affairs), provided however, that the actual knowledge of Edward Almeida shall exclude any information that is protected by a legal privilege, (ii) Ricke Kress, President of SGGC, and (iii) Malcolm S. (Bubba) Wade, Jr., Vice President of SBG, and (b) with respect to BUYER, the actual knowledge of Carol Wehle, Executive Director, Thomas Olliff, Assistant Executive Director, Kenneth Ammon, Deputy Executive Director, Tommy Stroud, Assistant Deputy Executive Director, Ruth P. Clements, Department Director, Land Acquisition, Abe Cooper, Senior Attorney, Sheryl Woods, General Counsel, Sarah Nall, Deputy General Counsel, Carlyn Kowalsky, Managing Attorney, Cathy Linton, Senior Attorney, and Kirk Burns, Senior Attorney, and Paul Dumars, Chief Financial Officer, all of BUYER, all without imputation or attribution, and provided, however, that the actual knowledge of any attorneys listed in this clause (b) shall exclude any information that is protected by a legal privilege.

g. Condition of Premises. BUYER hereby expressly acknowledges and agrees that, except as and to the extent expressly provided to the contrary in this Agreement, SELLER does not make, and has not made any warranty or representation whatsoever, express or implied, as to the condition or suitability of any portion of

the Premises for BUYER's intended use or otherwise (including, without limitation, NO WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OR RELATING TO THE ABSENCE OF LATENT OR OTHER DEFECTS) all of which are expressly disclaimed by SELLER. BUYER has been afforded an opportunity to inspect the Premises prior to the Effective Date. Accordingly, to the extent that BUYER elects to Close under this Agreement, except as may be otherwise expressly set forth in this Agreement, including, without limitation, **Section 12** and, except with respect to Pollutants and other environmental matters, other than BUYER's performance of Remediation of Pollutants Identified in BUYER's Environmental Assessment and any other obligation of BUYER expressly set forth **Section 21** of this Agreement, whereby BUYER is not purchasing and accepting the Premises in an "as is" condition, BUYER shall be deemed to have purchased and accepted the Premises in its then current "as-is" condition at Closing without requiring any action, expense or other thing or matter on the part of the SELLER to be paid or performed.

13. INTENTIONALLY DELETED

14. EXPENSES

SELLER shall pay all State and County surtax and documentary stamps that are required to be affixed to the instrument of conveyance. All costs of recording the Deed(s), and all other Closing Documents to be recorded shall be paid by the SELLER. Intangible personal property taxes, if any, as well as any cost of recording corrective instruments, shall be paid by SELLER.

15. DEFAULT

a. SELLER's Default. If, after the expiration of any applicable cure period provided for below, the SELLER fails or neglects to perform, the terms, conditions, covenants or provisions of, or breaches any representations or warranties under, this Agreement, prior to or after Closing, then BUYER, as BUYER's sole remedies, shall have the right to seek (i) specific performance, and/or (ii) an action for actual damages; provided, however, nothing herein shall be deemed to limit BUYER's right to terminate this Agreement pursuant to the terms hereof. To the extent permitted by law, BUYER shall not be entitled to seek, and in no event shall SELLER have any liability to BUYER for, loss of profits or other consequential damages or punitive damages, arising from any breach of this Agreement, all of which are hereby waived by BUYER, unless SELLER's failure to perform any of the terms, conditions, covenants or provisions of this Agreement is the result of SELLER's willful and intentional default, in which event BUYER shall have all rights and remedies available at law, in equity or under this Agreement as a result of such breach.

b. BUYER's Default. If, after the expiration of any applicable cure period provided for below, the BUYER fails or neglects to perform, the terms, conditions, covenants or provisions of, or breaches any representations or warranties under, this Agreement, prior to or after Closing, then SELLER, as SELLER's sole remedies, shall have the right to seek an action for actual damages; provided, however, nothing herein shall be deemed to limit SELLER's right to terminate this Agreement pursuant to the terms hereof. To the extent permitted by law, SELLER shall not be entitled to seek, and in no event shall BUYER have any liability to SELLER for, loss of profits or other consequential damages or punitive damages, arising from any breach of this Agreement, all of which are hereby waived by SELLER, unless BUYER's failure to perform any of the terms, conditions, covenants or provisions of this Agreement is the result of BUYER's willful and intentional default, in which event SELLER shall have all rights and remedies available at law, in equity or under this Agreement as a result of such breach. Notwithstanding any term or provision of this Agreement to the contrary, but with full reservation by BUYER of the exceptions to or limitations on rights, damages or remedies of SELLER against BUYER or other persons provided for herein, the Parties acknowledge and agree that in the event of (i) a breach by BUYER of (x) the representation made by it in **Section 12.c.vi** or (y) **Section 12.c.iii** relating to the conditions precedent set forth in **Section 7.a.iv**. and/or **Section 7.a.xviii** or (ii) wrongful termination of this Agreement by BUYER under **Section 7.b.** relating to the conditions precedent set forth in (x) **Section 7.a.iv** or (y) **Section 7.a.xviii** that is proven by Seller in a litigation proceeding initiated under **Section 20** hereof, SELLER shall not seek to recover nor shall SELLER be entitled to recover and BUYER shall not be obligated to pay to SELLER as a result of any judgment, order or decree entered by the court in any such proceeding, whether as damages, interest, costs, attorney's fees or otherwise and separately or in the aggregate and regardless of the basis of any such claim, the theory of recovery, the nature of the alleged act or omission causing or producing such breach or the cause(s) of action alleged in any such litigation proceeding or action more than Five Million Dollars ($5,000,000).

c. Default Notice. In all cases (other than the failure of BUYER or SELLER to execute and deliver the items or funds required to be executed and/or delivered by same at Closing), each party shall, prior to exercising any remedy for a default hereunder, give the other party advance written notice of the acts or omissions alleged to have constituted a default. The party receiving such default notice shall have fifteen (15) days after receipt of such notice to cure the default, if any; provided, however that if such default cannot with due diligence be remedied by the defaulting party within said fifteen (15) day period, so long as the defaulting party commences to remedy such default within said fifteen (15) day period and thereafter prosecutes such remedy with reasonable diligence, the period of time for remedy of such failure shall be extended so long as such defaulting party prosecutes such remedy with reasonable diligence. Notwithstanding the foregoing: (a) in no event shall any cure period be deemed or permitted to extend the scheduled Closing Date pursuant to **Section 4**; and (b) from and after

Closing, SELLER and BUYER shall be obligated to cure any monetary defaults within thirty (30) days after receipt of written notice thereof from the other Party. If such default is not cured within such applicable period, then the parties may exercise any remedies set forth in this Agreement to the extent applicable to the subject act or omission.

d. Nonmaterial Default. Notwithstanding anything contained herein to the contrary, in no event shall either Party have the right to terminate this Agreement for a nonmaterial default or breach by the other Party.

16. RIGHT TO ENTER

a. The SELLER agrees that from the Effective Date through the Closing Date, all officers, employees, contractors and agents of the BUYER shall have at all reasonable times upon reasonable advance notice to Edward Almeida, Esq., Vice President of Legal Affairs at (863) 902-2120 the right to enter upon the Premises for all proper and lawful purposes, including but not limited to inspection, investigation, examination of the Premises and the resources upon it; provided however that: (a) any such contractors or agents provide a certificate of insurance evidencing that such contractor or agent carries commercial general liability insurance in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage liability, which certificate shall name the appropriate SELLER as an additional insured thereunder; and (b) all such inspections, investigations and examinations by BUYER or BUYER's officers, employees and accredited agents 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 SELLER or its business or its tenants and occupants; and (iii) at all times to comply with all of SELLER's' or its tenants' safety standards and requirements.

b. BUYER agrees to be responsible for: (x) any property damage that arises out of or is caused by BUYER or its officers, employees, contractors and agents while such Persons are acting within the proper scope of conducting inspections of, or accessing, the Premises, provided that with respect to any damaged sugarcane crop, SELLER's exclusive remedy shall be limited to compensation from BUYER in the amount of $2,400 per acre of damaged sugarcane crop, subject to proration where the damage is less than a full acre; (y) to the extent found legally responsible, any property damage that arises out of or is caused by BUYER or its officers, employees, contractors and agents while acting outside the proper scope of conducting inspections of, or accessing, the Premises (e.g., negligence); and (z) to the extent found legally responsible, any personal injury arising from BUYER's or its officers', employees', contractors' and agents' inspections of or access to the Premises. BUYER shall promptly restore, if applicable, any property damage described above. For the purposes hereof, the term "to the extent found legally responsible" shall be deemed to mean "to the extent that BUYER has the legal authority to agree to be responsible for the acts of its

officers, employees, contractors and agents". SELLER acknowledges that BUYER has not made any representation or warranty to SELLER as to, nor has BUYER waived any right to claim that it does not have, legal authority to agree to the provisions of this **Section 16(b)**. The provisions of this **Section 16(b)** shall survive the Closing or any termination of this Agreement for a period of one (1) year.

17. RISK OF LOSS AND CONDITION OF REAL PROPERTY

a. SELLER assumes all risk of loss or damage to the Premises prior to the Closing Date. However, in the event the condition of the Premises is materially altered by a fire, casualty, disease, act of God or other natural force beyond the control of SELLER, BUYER may elect, at its sole option, to terminate this Agreement and neither party shall have any further obligations under this Agreement. In the event BUYER elects not to terminate this Agreement, the Purchase Price shall not be reduced and any casualty insurance proceeds shall be assigned by SELLER to BUYER (it being understood that in no event shall the foregoing include any business loss/interruption insurance proceeds, which shall remain the property of SELLER).

b. In the event all or any material portion of the Premises is taken by the exercise of the power of eminent domain prior to Closing, SELLER shall give BUYER written notice of such taking and either Party may, within twenty (20) business days after receipt of such notice, elect to terminate this Agreement by delivery of written notice to the other. If neither Party elects to exercise its option to terminate this Agreement as aforesaid, this Agreement shall remain in full force and effect, the Purchase Price shall not be reduced and both SELLER and BUYER shall be entitled to negotiate for, settle and receive any award relating to such taking, and, at Closing, SELLER shall assign to BUYER all of its rights thereto relating to the Premises, provided, however, that SELLER shall retain any separately awarded claims for the loss of its leasehold interest. In the event a non-material portion of the Premises is taken by the exercise of the power of eminent domain prior to Closing, SELLER shall give BUYER written notice of such taking; provided, however, that neither Party shall have the right to elect to terminate this Agreement or reduce the Purchase Price and this Agreement shall remain in full force and effect, with SELLER and BUYER thereupon entitled to negotiate for, settle and receive any award relating to such taking. Notwithstanding anything contained herein to the contrary, BUYER shall not be entitled to receive any award until such time as Closing occurs, whereupon BUYER shall receive a credit against the Purchase Price for any portion of the award allocated to BUYER.

18. SURVIVAL

The covenants, warranties, representations, indemnities and undertakings of SELLER and BUYER set forth in this Agreement, shall survive the Closing for a period of

two (2) years following the Closing Date, except as otherwise expressly provided in this Agreement, with the express understanding that **Section 5(i)** (Quitclaim Deeds), **Section 21** (Environmental Matters), **Section 12(a)(xvi)** (Beneficial Interest), **Section 15** (Default) **Section 26** (Option to Purchase Real Property), **Section 27** (Right of First Refusal), **Section 28** (Miscellaneous), as applicable, and other provisions relating to the Option and Right of First Refusal, shall indefinitely survive except as otherwise expressly provided in each such Section.

19. SPECIAL CLAUSES.

a. Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

b. Delivery of Information. If BUYER terminates this Agreement at any time, then, within ten (10) days thereafter, BUYER shall deliver to SELLER copies of all final, inspection reports, test results and studies prepared for it regarding the Premises, but such delivery shall be without representation or warranty from BUYER of any kind, shall at all times be subject to the rights of the professionals and other preparers of such inspection reports, test results and studies, and BUYER shall have no liability whatsoever to any Person in connection with such inspection reports, test results and studies. In connection with BUYER's delivery to SELLER of the copies described above, SELLER shall be responsible to pay for the duplication costs customarily charged by BUYER in connection with the same.

c. Intentionally Deleted.

d. Intentionally Deleted.

e. Lease Back of the Premises. At Closing, BUYER (as Landlord) and SELLER (as Tenant) shall execute (i) one (1) lease with respect to the portion of the Premises allocated to the sugar operations of SELLER (it being agreed that the non-sugar cane portions of the Premises as described on **Exhibit 19.e–1** shall not be subject to the Lease), and (ii) one (1) lease with respect to the portion of the Premises allocated to the citrus operations, such that the entirety of the Premises (excluding the portions of the Premises described in **Exhibit 19.e–1**) are leased back to SELLER, both of which leases shall be in substantially the same form as attached hereto and made a part hereof as **Exhibit 19.e-2**, as approved by the BUYER's Credit Provider, and conformed to just reflect terms applicable to each leased portion of the Premises (e.g., rent, security deposits, etc.) ("Lease"). The

"Commencement Date" set forth in the Lease shall be the same as the actual Closing Date.

f. Tenant Leases and Estoppels.

i. Prior to the Effective Date, SELLER has obtained estoppel certificates from some or all of the Tenants, the form and substance of which estoppels are acceptable to BUYER. In connection therewith, SELLER shall use reasonable good faith efforts to obtain (A) renewals of such estoppels and (B) estoppels from any new tenants in the form attached hereto as **Exhibit 19.f.ii**, no later than ten (10) days prior to the Closing Date.

ii. In the event that, prior to Closing: (a) SELLER amends or modifies any Tenant Lease, the term of which extends beyond the Lease Termination Date, then SELLER shall use commercially reasonable efforts to incorporate language into such amendment or modification that will provide for such tenant to execute and deliver an estoppel certificate in the form attached hereto as **Exhibit 19.f.ii** upon request of the landlord thereunder; and (b) SELLER renews a Tenant Lease (and which renewal is in SELLER's discretion to do so) or enters into a new lease, the term of which extends beyond the Lease Termination Date and is permitted pursuant to the terms of this Agreement, then SELLER shall incorporate language in such renewal or new lease that will provide for such tenant to execute and deliver an estoppel certificate in the form attached hereto as **Exhibit 19.f.ii** upon request of the landlord thereunder.

iii. On or before Closing, Seller shall use commercially reasonable efforts to modify those certain Tenant Leases, if any, which lease any portion of the Premises to grow sugar cane or citrus, so that the lessees thereunder will be obligated from and after the Closing Date to comply with the same Best Management Practices (as defined in the Lease) that SELLER will be obligated to comply with under the Lease.

g. Intentionally Deleted.

h. Fees and Costs. Except as otherwise specifically provided herein, each Party shall bear its own fees and costs, notwithstanding fee payments provided under Chapter 73, Florida Statutes (to the extent applicable), incurred by such Party in connection with the transaction contemplated by this Agreement.

i. Intentionally Deleted.

j. Relocation of Railroad Track. SELLER will not transfer to BUYER: (i) assets of the internal and external railroad system owned by Parent or South Central Florida

Express, Inc. ("SCFE") ((including without limitation railroad assets, trackage, sidings, elevators, facilities and improvements, and railroad rolling stock) (collectively, the "Railroad System"); (ii) any and all rail common carrier rights, duties, and obligations, if any, it presently has; or (iii) any assets, property rights or other rights or privileges necessary to satisfy SELLER's common carrier duties and obligations of SCFE, if any. BUYER is not a rail common carrier and will not purchase, acquire, assume or otherwise receive any rights, duties or obligations of a rail common carrier in this transaction. SELLER will retain the Railroad System, and any and all common carrier rights, duties, and obligations it presently has, including, without limitation, the common carrier duties and obligations of SCFE. In the event that BUYER reasonably determines that it is necessary to relocate any portion of the Railroad System located within the boundaries described in **Schedule 19.j** attached hereto (the "Relocation Area") in order to construct BUYER's project, SELLER, SCFE and BUYER shall cause such relocation pursuant to the terms of a relocation agreement (the "Relocation Agreement"), the form of which shall be mutually agreed upon by the Parties and SCFE in their reasonable discretion prior to Closing and executed, delivered and recorded at Closing. Such relocation agreement shall provide, among other things: (a) BUYER, at it sole cost and expense, shall construct the relocated track (which shall include, without limitation, the bed, the ballast, the ties, the rail and any adjacent service roads, sidings, elevators or other appurtenant facilities, if applicable); (b) the relocated track shall be in a location reasonably acceptable to SELLER, SCFE and BUYER; (c) SELLER and/or SCFE, as applicable, shall convey the underlying fee to BUYER, in its "as is" condition, of the track being abandoned in exchange for BUYER's construction and conveyance of the new track and the underlying fee to SELLER, which underlying fee shall be conveyed by BUYER in its "as-is" condition; and (d) the new track must be completed in accordance with all applicable Laws before the conveyance of the abandoned track will occur. Notwithstanding the foregoing, in no event shall BUYER be obligated to relocate any portion of the internal railroad system located within the Relocation Area if such portion "dead-ends" (i.e., does not connect to any other portion of the Railroad System but ends at a portion of the Premises which will be used for BUYER's project) and, in such event, SELLER shall convey to BUYER such "dead-end" portion of the Railroad System that is to be used for BUYER's project for no consideration and, at SELLER's option, SELLER may remove and/or leave any portion of the Railroad System in connection with such conveyance.

k. Relocation Rights. In consideration of the negotiated Purchase Price and solely to the extent applicable, SELLER hereby waive any rights or claims they may have under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended (42 U.S.C. § 4601 et seq.).

l. Cooperation. From the Effective Date hereof through the expiration of the Lease, SELLER shall cooperate in good faith with BUYER's credit enhancers and rating agencies to provide information related to the Premises (and not the SELLER's business or other assets) and necessary for the original issuance or refinancing of

the Certificates of Participation, so long as such credit enhancers and rating agencies execute and deliver to SELLER a confidentiality agreement reasonably acceptable to SELLER. BUYER shall be responsible for any and all actual, out-of-pocket costs and expenses incurred by SELLER in providing the information pursuant to this Section (e.g., copying fees, but not including attorneys' fees incurred by SELLER in connection with such requests).

m. Conduct of SELLER. Except (i) as may be approved in advance by BUYER in writing, or (ii) as is otherwise required by this Agreement, during the period from the date of this Agreement until the earlier of (x) the Closing Date, and (y) the date this Agreement is terminated in accordance with its terms: (A) SELLER shall use commercially reasonable efforts to maintain the Premises (including, without limitation, pumps, culverts, canals, ditches and other irrigation and drainage infrastructure) according to the ordinary course of business consistent with past practices, (B) to the extent that Closing has not yet occurred, commence and continue through Closing the applicable sugar and citrus farming operations, all as and to the extent applicable and typically performed by SELLER in the ordinary course of business consistent with past practices and (C) in addition to, and not in limitation of the covenants set forth in the foregoing clauses (A)-(B) of this paragraph, none of SELLER shall, directly or indirectly, do any of the following:

i. Sell or otherwise dispose of any of the Premises or incur or assume any new indebtedness that would affect the Premises (except SELLER may encumber the crops); provided, however that SELLER may refinance any existing indebtedness, so long as the same is released at Closing with respect to the Premises;

ii. fail to renew, maintain in full force and effect or comply with any material Required Governmental Approvals related to the Premises of any SELLER (provided, that in no event shall the foregoing be deemed to require SELLER to perform any actions or expend any money in excess of what SELLER has customarily performed or expended in SELLER's ordinary course of business consistent with past practices), provided, however, that in no event shall the foregoing be deemed to impair or limit BUYER's regulatory rights to enforce the conditions of any Governmental Approval that BUYER has issued;

iii. fail to promptly and timely pay and discharge all federal income taxes, real property taxes and assessments (provided that SELLER shall retain the right to challenge or appeal such taxes and assessments), levied or imposed upon, or required to be withheld by, or otherwise owing by, any of SELLER or with respect to the Premises;

iv. fail to comply with all applicable Laws (other than Required Governmental Approvals which is governed by subsection ii. above) with

respect to the ownership or operation of the Premises, to the extent SELLER has complied with the same in the ordinary course of business consistent with past practices, provided, however, that in no event shall the foregoing be deemed to impair or limit BUYER's regulatory rights to enforce the conditions of any Governmental Approval that BUYER has issued; and

v. fail to maintain and continue in full force and effect the Insurance Policies or substantially equivalent policies, make any material adverse changes in the type or amount of coverages or permit any of the Insurance Policies or substantially equivalent policies to be canceled or terminated.

Notwithstanding anything contained to the contrary in this **Section 19(m)** or otherwise in the Agreement, in no event shall SELLER have any contractual obligation or liability to BUYER under this Agreement to perform any work or expend any money in connection with any matters disclosed by that certain Initial Assessment Report for Facilities in Crop Areas prepared for BUYER by Shaw Environmental, Inc. dated September 26, 2008 or otherwise; it being understood and agreed that from and after the Effective Date through Closing, SELLER shall perform its customary maintenance of the Premises, consistent with past practices, as SELLER reasonably determines is necessary for the continued operation of the Premises in connection with its farming operations. Provided, however, that in no event shall the foregoing be deemed to impair or limit BUYER's regulatory rights to enforce the conditions of any Governmental Approval that BUYER has issued.

n. Intentionally Deleted.

o. Binding Contract. In addition to the Title Exceptions, BUYER acknowledges and agrees that the conveyance of the Premises from SELLER to BUYER shall be subject to the following binding contract: That certain Purchase and Sale Agreement, as amended, (the "RCP Agreement") dated as of August 30, 2005 between Parent, as seller, and Resource Conservation Properties, Inc., as BUYER, for approximately 502 acres of real property located in the City of Clewiston (the "RCP Agreement Property"). Prior to the Closing, Parent may sell any of the RCP Agreement Property pursuant to the terms of the RCP Agreement and retain all of the proceeds from such sale(s) whereupon such portion of the RCP Agreement Property conveyed shall not be deemed to be part of the Premises. To the extent that all of the RCP Agreement Property is not sold prior to the Closing Date, then, on such date, Parent shall convey title to the RCP Agreement Property to BUYER and assign all of its rights in and to the RCP Agreement to BUYER as part of the Assignment of Contracts and BUYER shall assume the obligations thereunder from and after Closing. In the event that, at the Closing, BUYER simultaneously transfers the RCP Agreement Property to the City of Clewiston, BUYER shall have the option to direct Parent to assign the RCP Agreement directly to a third-party so long as such third-party agrees to

assume the same, which assignment and assumption shall be in the same form as the Assignment of Contracts.

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, in its sole and absolute discretion (the "Appraisal(s)").

q. Intentionally Deleted.

20. DISPUTE RESOLUTION PROCEDURES.

a. Negotiation by the Parties. If a dispute arises 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 **Section 20.c**. Neither Party may withdraw before the conclusion of the proceeding unless litigation is commenced pursuant to the provisions of **Section 20.c.** 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 **Section 28.d**.

c. Litigation.

If the dispute has not been resolved by mediation as provided in **Section 20.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 **Section 20**, 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 **Section 28.d**.

d. Confidentiality.

To the extent allowed by Law, all negotiations, settlement agreements and/or other written documentation pursuant to this **Section 20** 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 **Section 20(b)** above.

21. ENVIRONMENTAL MATTERS.

a. Certain Definitions.

i. "Action" means any action, cause of action, litigation, claim, demand, suit, arbitration, investigation or proceeding, whether civil, criminal, administrative, investigative or appellate, in law or at equity, by any Person or before any Governmental Body.

ii. "Additional Remediation" means Remediation in response to an Additional Remediation Notice identified in **Section 21.c.** that is delivered by BUYER to SELLER.

iii. "Additional Remediation Notice" means written notification to SELLER from BUYER that BUYER has learned of a Release of Pollutants on, to or under the Premises that occurred or exists in excess of the Environmental Standard, or groundwater contamination that may be associated with Non-Point Source of Pollutants that exceeds the Natural Attenuation Default Concentrations established in Table V of Chapter 62-777, Florida

Administrative Code, on or before the Lease Termination Date, but which was not Identified in Buyer's Environmental Assessment, which notice shall describe the factual and legal basis of such Release in reasonable detail (taking into account the information then available to BUYER), including, copies of all notices, pleadings, documents, and all other material written evidence thereof, if any, and which will state that it is being provided under **Section 21.c.i.** of this Agreement.

iv. "Additional Remediation Schedule" means a schedule for the performance of Additional Remediation, which schedule shall be consistent with any and all applicable requirements of Environmental Law, shall identify the steps SELLER will take to obtain the Government Confirmation within seven (7) years of BUYER's delivery of its Additional Remediation Notice to SELLER, except for any Additional Remediation for which BUYER consents in writing to a longer period, and shall identify the Milestones.

v. "Affiliate" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such first Person. The term "control" (including its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise).

vi. "BUYER's Environmental Assessment" means the Environmental Due Diligence Investigation Reports of the Premises prepared by or through Professional Service Industries, Inc., including all observations, findings, cost estimates, conclusions, data, risk evaluation, statistical evaluation and geospatial analyses and interpolation, tables, figures, appendices, maps, graphs, and charts, contained therein, as follows:

- Volume I, Executive Summary, Due Diligence Investigation Services for the United States Sugar Corporation Acquisition, Palm Beach, Hendry, Glades, and Gilchrist Counties, Florida, dated November 21, 2008;

- Volume II, Phase I Environmental Site Assessment, Due Diligence Investigation Services for the United States Sugar Corporation Acquisition, Palm Beach, Hendry, Glades, and Gilchrist Counties, Florida, dated November 21, 2008;

- Volume III, Phase II Environmental Site Assessment, Due Diligence Investigation Services for the United States Sugar Corporation Acquisition, Palm Beach, Hendry, Glades, and Gilchrist Counties, Florida, dated November 21, 2008;

- Volume IV, Ecological Risk Assessment to Support the Phase I and

Phase II Environmental Site Assessment of the United State Sugar Corporation Properties, prepared for Professional Service Industries, Inc. by Newfields, dated November 21, 2008;

- Volume V, Asbestos Survey, Due Diligence Investigation Services for the United States Sugar Corporation Acquisition, Palm Beach, Hendry, Glades, and Gilchrist Counties, Florida, dated November 21, 2008.

vii. "BUYER Indemnified Parties" means BUYER and its Affiliates and each of their respective officers, officials, directors, employees, partners, trustees, members, agents, and representatives, but does not include any of BUYER's successors in title to any portion of the Premises.

viii. "Cleanup Target Level" means:

For all areas: shall be the groundwater criteria in Table I of Chapter 62-777 of the Florida Administrative Code, and for all environmental media other than groundwater, shall be the most stringent applicable concentration for the medium of concern identified in Table I or Table II of Chapter 62-777 of the Florida Administrative Code for either direct commercial/industrial exposure or leachability based on groundwater criteria, or an alternative leachibility standard approved by the FDEP; provided that sediment in a Class IV (Agricultural Water Supplies) body of water on the Premises shall be considered soil and that sediment in a Class III body of water on the Premises shall meet the Florida Department of Environmental Protection Guidelines for Florida Inland Waters (MacDonald et al, 2003). If no Soil Cleanup Target Level ("SCTL"), Groundwater Cleanup Target Level ("GCTL"), or Florida Surface Water Cleanup Target Level ("FSCTL") exists in Table I or Table II of Chapter 62-777 of the Florida Administrative Code, the SCTL, GCTL or FSCTL for it shall be established in accordance with the procedures in Chapter 62-777 for establishing an SCTL, GCTL or FSCTL. A Cleanup Target Level may be achieved with the use of (1) a site specific risk assessment conducted pursuant to, as applicable, Chapter 62-770, 62-730, or 62-780 of the Florida Administrative Code; (2) Institutional Controls and/or Engineering Controls; and/or (3) natural attenuation, as follows: (a) with regard to the use of Institutional Controls, BUYER hereby consents to restrictions that prohibit residential land uses, while allowing agricultural, commercial and industrial land uses, including, but not limited to, as classified by the North American Industry Classification System, United States, 2002 ("NAICS") and referenced in the Florida Department of Environmental Protection's Institutional Controls Procedures Guidance dated November 2004, (b) with regard to a site specific risk assessment, and other Institutional Controls, the BUYER provides its consents to the use of same (which consent shall not be unreasonably withheld) after the Effective Date, (c) with regard to natural attenuation, the BUYER consents to same (which consent shall not be unreasonably withheld) after the

Effective Date and FDEP concludes that it is reasonably likely to achieve the applicable Cleanup Target Level within five (5) years after Closing or within a longer period of time which is technically justifiable and is agreeable to FDEP, and (d) with regard to Engineering Controls, the FDEP and the BUYER, in its sole and absolute discretion, approve of the same after the Effective Date.

BUYER agrees that the Cleanup Target Levels (SCTL, GCTL, and FSCTL), applicable herein for those matters subject to Remediation by BUYER pursuant to **Section 21.b. (Remediation of Matters Identified in BUYER's Environmental Assessment)** are those Cleanup Target Levels identified in Table I or Table II of Chapter 62-777 of the Florida Administrative Code that are in effect at the time of BUYER's Environmental Assessment. For Remediation pursuant to **Section 21.c.** the Cleanup Target Levels are those Cleanup Target Levels identified in Table I or Table II of Chapter 62-777 of the Florida Administrative Code that are in effect when the Additional Remediation is performed. If no Cleanup Target Levels identified in Table I or Table II of Chapter 62-777 are in effect, then the applicable Cleanup Target Levels shall be the successors thereto.

ix. "Direct Claim" means a bona fide claim for indemnification that is made in good faith by an Indemnified Party and is based on facts that can reasonably be expected to establish a valid claim under **Section 21.e. or Section 21.f.** of this Agreement.

x. "Direct Claim Notice" means written notification of a Direct Claim to an Indemnifying Party, which notice shall describe the factual and legal basis of such Direct Claim in reasonable detail (taking into account the information then available to such Indemnified Party), including the sections of this Agreement that form the basis of such claim, copies of all notices, pleadings, documents, and all other material written evidence thereof, if any, and, if then known and calculable, the amount or, if not then known or calculable, a good faith estimate of the Liabilities that have or may be sustained by the Indemnified Party.

xi. "Engineering Controls" means the use of modifications to a site to reduce or eliminate the potential for migration of, or exposure to Pollutants.

xii. "Environmental Claim" means a claim asserted under **Section 21.e.**

xiii. "Environmental Notice" means written notification of an Environmental Claim to SELLER from a Buyer Indemnified Party, which describes the factual and legal basis of such Environmental Claim in reasonable detail (taking into account the information then available to BUYER Indemnified Party), including the sections of this Agreement that form the basis of such claim, copies of all material notices, pleadings, documents, environmental reports and sampling data, and all other material written

evidence thereof, if any, and, if then known and calculable, the amount or, if not then known or calculable, a good faith estimate of the Liabilities that have or may be sustained by Buyer Indemnified Party.

xiv. "Environmental Laws" shall mean any applicable federal, state or local laws, statutes, ordinance, rules, regulations, orders, judgments, decrees or other governmental restrictions relating to, or regulating, governing or protecting human health or the environment.

xv. "Environmental Standard" means for the Release of Pollutants, for all areas, shall be the groundwater criteria in Table I of Chapter 62-777 of the Florida Administrative Code, and for all other environmental media other than groundwater, the most stringent applicable concentration for the medium of concern identified in Table I or Table II of Chapter 62-777 of the Florida Administrative Code for either direct commercial/industrial exposure or, leachability based- on- groundwater; provided that sediment in a Class IV (Agricultural Water Supplies) body of water on the Premises shall be considered soil and that sediment in a Class III body of water on the Premises shall meet the Florida Department of Environmental Protection Guidelines for Florida Inland Waters (MacDonald et al, 2003). If no Soil Cleanup Target Level ("SCTL"), Groundwater Cleanup Target Level ("GCTL"), or Florida Surface Water Cleanup Target Level ("FSCTL") exists in Table I or Table II for a Pollutant, the SCTL, GCTL or FSCTL for it shall be established in accordance with the procedures in Chapter 62-777 for establishing an SCTL, GCTL or FSCTL.

xvi. "Final Remediation Cost Estimate" means the BUYER's good faith estimate of the cost of Additional Remediation to achieve the Cleanup Target Level for a Release of Pollutants not Identified in BUYER's Environmental Assessment and the techniques that can be used to perform the Additional Remediation.

xvii. "Governmental Body" means any (i) nation, state, county, city, town, village, district or other jurisdiction of any nature; (ii) federal, state, local, municipal, domestic, foreign, supranational or other government; or (iii) governmental, quasi-governmental, regulatory authority, agency, court, commission or other entity exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of or pertaining to government.

xviii. "Governmental Confirmation" means a Site Rehabilitation Completion Order issued either by FDEP or a local agency if FDEP has delegated such authority to that local agency.

xix. "Indemnified Party" means any Person claiming indemnification under any provision of **Section 21.e. or 21.f.**

xx. "Indemnifying Party" means any Person against whom a claim for indemnification is being asserted under any provision of **Section 21.e. or 21.f.**

xxi. "Identified in BUYER'S Environmental Assessment" means locations of Point Source of Pollutants found, as well as Non-Point Source of Pollutants, as described in the BUYER'S Environmental Assessment, which were detected either (a) as the result of the collection of soil, sediment, groundwater and/or surface water samples, or (b) determined as the result of interpolation or geospatial statistical analyses of said data.

xxii. "Institutional Controls" means the restriction on use or access to eliminate or minimize exposure to Pollutants. Such restrictions may include deed restrictions, restrictive covenants, and conservation easements.

xxiii. "Laws" means, as to any Person, any law (including common law), regulation, rule, statute, treaty, code, ordinance, order, judgment, or decree, or any other determination or requirement of (or agreement with) a Governmental Body applicable to or binding on such Person or any of its property or assets or to which such Person or any of its property or assets is subject.

xxiv. "Lease Termination Date" means the earlier of (a) the "Expiration Date" (as defined in the Lease) or (b) the date that SELLER vacates all or a portion of the Premises, from time to time, with respect to the portion vacated, or assigns the Lease to an unaffiliated third party, with respect to the portion of the Premises so assigned.

xxv. "Liability" means any indebtedness, liability, obligation, commitment, guaranty, claim, loss, damage, penalty, fine, payment, deficiency, cost or expense (including, but not limited to, reasonable attorneys' fees and expenses, court costs and other reasonable costs of defense, including expert consultant and witness fees and costs) of any nature or kind, and whether the amount is known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, disputed or undisputed and whether due or to become due.

xxvi. "Milestones" means dates on which specific elements of the Additional Remediation will be completed as identified in the FDEP approved Remedial Action Plan.

xxvii. "Non-Governmental, Unrelated Party Claim" means any claim made or any Action commenced by any Person (other than a Party hereto, an Affiliate of a Party hereto, a successor in title of Buyer to the Premises, or a Governmental Body), in either case that can reasonably be expected to give rise to a right of indemnification for any BUYER Indemnified Party.

xxviii. "Non-Point Source of Pollutants" shall mean: (a) the wide spread presence of Pollutants in soil in cultivated fields which resulted from the legal application of pesticides for which the FDEP is not authorized to institute proceedings against a property owner under Fla. Stat. § 487.081(6); (b) with regard to phosphorus and nitrogen in soils or groundwater, the wide spread presence of Pollutants in cultivated fields which resulted from the application of fertilizers for which the FDEP is not authorized to institute proceedings against a property owner under Fla. Stat. § 576.045(4); and (c) ambient agricultural contamination in cultivated fields in association with the normal application of fertilizer.

xxix. "Offsite Environmental Liabilities" means any Liabilities that arise out of or relate to either directly or indirectly or that result in whole or in part from the arrangement for disposal off of the Premises, or transportation by the SELLER of, any Pollutants generated or used in connection with the Premises on or prior to the Lease Termination Date.

xxx. "Person" means any natural person, corporation (including any non-profit corporation), general or limited partnership, limited liability company, proprietorship, other business organization, trust union, association, organization, other entity or Governmental Body.

xxxi. "Point Source of Pollutants" means a Release of Pollutants, but does not include a Non-Point Source of Pollutants.

xxxii. "Pollutant Liabilities" means any Liabilities that arise out of or relate to either directly or indirectly, or that result in whole or in part, from the presence, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Pollutants in soil, sediment, groundwater or surface water on, at, to, from or under the Premises on or prior to the Lease Termination Date.

xxxiii. "Pollutants" shall mean any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by Environmental Laws.

xxxiv. "Previously Unknown Pollutant Liability" means any Liabilities that arise out of or relate to either directly or indirectly, or that result in whole or in part, from Pollution as defined in § 376.301(37) of the Florida Statutes Annotated (provided that for purposes of this **Section 21.a.xxxiv.**, "pollutants" in § 376.301(37) shall mean Pollutants as defined in **Section 21.a.xxxiii** of this Agreement) and the spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Pollutants in soil, sediment, groundwater or surface water on, at, to, from or under the Premises on or prior to the Lease Termination Date, except for (a) any such Liabilities arising out of Non-Point Source of Pollutants or Point Source of Pollutants Identified in the BUYER'S

Environmental Assessment, (b) any such Pollutants for which Buyer Indemnified Parties have not submitted an Environmental Notice under **Section 21.b. or Section 21.c.i.**, any such Pollutants for which BUYER has not breached its obligation under **Section 21.b. or Section 21.c.ii.2**, or both.

xxxv. "Release" means Pollution as defined in § 376.301(37) of the Florida Statutes Annotated (provided that for purposes of this **Section 21.a.xxxv**, "pollutants" in § 376.301(37) shall mean Pollutants as defined in **Section 21.a.xxxiii** of this Agreement) and any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Pollutants in soil, sediment, groundwater or surface water, but shall not include (i) the legal application of pesticides for which the FDEP is not authorized to institute proceedings against a property owner under Fla. Stat. § 487.081(6), (ii) the contamination of groundwater or surface water which is the result of the application of fertilizers for which the FDEP is not authorized to institute proceedings against a property owner under Fla. Stat. § 576.045(4), or (iii) a Non-Point Source of Pollutants.

xxxvi. "Remediation" means those steps taken, or that will be taken, to achieve the applicable Cleanup Target Level and obtain Governmental Confirmation.

xxxvii. "SELLER Indemnified Parties" means PARENT, the SELLING SUBSIDIARIES, their respective Affiliates and each of their respective officers, officials, directors, employees, partners, stockholders, trustees, members, agents and representatives.

xxxviii. "Third Party Claim" means any claim made or any Action commenced by any Person (other than a Party hereto or an Affiliate of a Party hereto), in either case that can reasonably be expected to give rise to a right of indemnification for any Indemnified Party from an Indemnifying Party.

xxxix. "Third Party Claim Notice" means a written notification of a Third Party Claim to an Indemnifying Party, which notice shall describe the factual and legal basis of such claim in reasonable detail (taking into account the information then available to such Indemnified Party), including the sections of this Agreement that form the basis of such claim, copies of all notices, pleadings, documents, and all other material written evidence thereof, if any, and, if then known and calculable, the amount or if not then known or calculable, a good faith estimate of the Liabilities that have or may be sustained by the Indemnified Party.

b. Remediation of Matters Identified in BUYER'S Environmental Assessment BUYER has performed BUYER's Environmental Assessment and performed sampling in those areas of the Premises where BUYER identified concerns regarding the likely presence of Pollutants. BUYER's Environmental

Assessment has revealed the presence of Pollutants. In exchange for the payment of EIGHT MILLION SIX HUNDRED THOUSAND AND NO/100 U.S. DOLLARS ($8,600,000.00) by SELLER at closing, BUYER shall perform the Remediation of the Pollutants Identified in the BUYER'S Environmental Assessment as required by Environmental Laws as the Person Responsible for Site Rehabilitation ("PRSR"), and secure all applicable Governmental Confirmations with respect thereto and SELLER, except as provided in **Section 21.c.** below, shall thereafter have no obligation or liability to BUYER to perform Remediation of the Pollutants Identified in the BUYER's Environmental Assessment.

c. Remediation of Point of Source Pollutants

i. If after the Effective Date BUYER learns of any Release of Pollutants on, to or under the Premises that occurred or exists in excess of the Environmental Standard, or groundwater contamination that may be associated with Non-Point Source of Pollutants that exceeds the Natural Attenuation Default Concentrations established in Table V of Chapter 62-777, Florida Administrative Code, on or before the Lease Termination Date, but which was not Identified in BUYER's Environmental Assessment, and BUYER provides an Additional Remediation Notice to SELLER on or before three (3) years after the Lease Termination Date, the provisions of this **Section 21.c.** shall apply. If within forty-five (45) business days of receipt of the Additional Remediation Notice, SELLER delivers written notice to BUYER that it disputes that the Release of Pollutants identified in the Additional Remediation Notice occurred or exists in excess of the Environmental Standard on or before the Lease Termination Date, or that same was not Identified in BUYER's Environmental Assessment, either SELLER or BUYER may initiate dispute resolution procedures as provided in **Section 20**. If within forty-five (45) business days after SELLER's receipt of the Additional Remediation Notice from BUYER, which must be delivered in accordance with **Section 24**, SELLER does not deliver written notice to BUYER that it disputes that the Release of Pollutants identified in the Additional Remediation Notice occurred or exists in excess of the Environmental Standard on or before the Lease Termination Date, or that same was not Identified in BUYER's Environmental Assessment, then, in that event, SELLER will not subsequently dispute its liability in connection with such notice. Unless the dispute resolution procedures are initiated as set forth above, within fifty (50) business days of receipt of the Additional Remediation Notice by SELLER, BUYER and SELLER shall meet to attempt to reach agreement concerning the reasonably estimated aggregate cost of Additional Remediation. If such agreement is not reached and signed by both BUYER and SELLER within twenty (20) business days of initiating negotiations, then BUYER shall deliver to SELLER its Final Remediation Cost Estimate, together with any and all supporting information deemed relevant by BUYER to the determination of a

reasonably estimated aggregate cost of the Additional Remediation in order to achieve the applicable Cleanup Target Level so that Governmental Confirmation can be obtained, and which is to be performed, as applicable, under Chapter 62-770, 62-730 or 62-780 of the Florida Administrative Code.

ii. At the written election of SELLER, which shall be provided to BUYER within fifteen (15) business days after receipt of the BUYER's Final Remediation Cost Estimate for matters listed in an Additional Remediation Notice, SELLER shall elect to have the Additional Remediation accomplished as follows pursuant to either **Section 21(c)(ii)(1) or (2)**:

(1) SELLER shall perform the Additional Remediation described in the BUYER's Final Remediation Cost Estimate in accordance with Environmental Law, shall use only the techniques identified in the Final Remediation Cost Estimate to perform the Additional Remediation, shall be the Person Responsible for Site Rehabilitation, shall secure all applicable Governmental Confirmations with respect to the Additional Remediation, and shall provide a copy of such Governmental Confirmations to BUYER promptly upon receipt. SELLER shall be entitled to be reimbursed for the performance of such Additional Remediation from the General Escrow Fund, from time to time, in accordance with the terms of the General Escrow Fund Agreement; or

(2) One hundred thirty percent (130%) of the Final Remediation Cost Estimate shall be paid to BUYER from the General Escrow Fund and BUYER shall perform the Additional Remediation and secure the Governmental Confirmations with respect to the applicable Additional Remediation. In such event, all financial and performance obligations contained in this Agreement with respect to such Additional Remediation, other than the payment of one hundred thirty percent (130%) of the Final Remediation Cost Estimate, shall be the sole obligation and liability of BUYER, and SELLER shall have no further obligation or liability with respect to such Additional Remediation. BUYER shall perform such Additional Remediation in accordance with Environmental Law as the Person Responsible for Site Rehabilitation, and will secure all applicable Governmental Confirmations with respect thereto.

iii. If SELLER elects to perform the Additional Remediation as provided in **Section 21.c.ii.(1).**, then SELLER shall perform the Additional Remediation as follows: (i) within ninety (90) days after SELLER's election, SELLER shall deliver to BUYER a proposed Additional Remediation Schedule and proposed work plans for performing the Additional Remediation and receiving all Governmental Confirmations for

the Additional Remediation within seven (7) years of BUYER's submittal of its Additional Remediation Notice, unless BUYER consents in writing to a longer period; (ii) within thirty (30) days of receiving written comments from BUYER requesting revisions to such proposed Additional Remediation Schedule and work plans, consider all such revisions as are reasonably requested by BUYER (including revisions to the Milestones to reasonably accommodate the construction schedule of BUYER for a South Florida Water Management District project on the Premises) and deliver the Additional Remediation Schedule (which shall contain Milestones) and work plans to BUYER; (iii) perform all such Additional Remediation at its own expense, subject to being reimbursed for the same from the General Escrow Fund in accordance with the General Escrow Agreement, and shall perform the Additional Remediation even if the actual cost exceeds the amount paid to the General Escrow Fund in accordance with **Section 10.b.** or the Final Remediation Cost Estimate; and (iv) promptly notify BUYER of the identification of the Release of Pollutants that was not Identified in BUYER's Environmental Assessment. If the Lease Termination Date has occurred, SELLER shall have access to perform the Additional Remediation pursuant to a Remediation Access Agreement, attached as **Exhibit 21.c.iv**.

iv. On the annual anniversary of the Closing, if SELLER is performing Additional Remediation, it shall deliver to BUYER a report on the progress of the Additional Remediation, which shall include the following: (i) identification of whether the Additional Remediation performed to date has met the Additional Remediation Schedule, including the Milestones, and an explanation for any deviation from the Additional Remediation Schedule; (ii) costs incurred to date for Additional Remediation; and (iii) anticipated costs needed to complete the Additional Remediation, with a basis for the estimate. During the performance of the Additional Remediation, SELLER shall: (i) promptly provide BUYER with a copy of all documents, including but not limited to the Governmental Confirmation and correspondence and reports, exchanged between SELLER and any Governmental Body about the performance of the Additional Remediation; and (ii) respond to reasonable requests for information from BUYER about the Additional Remediation.

v. The General Escrow Fund established in accordance with **Section 10.b.** shall be administered by the Escrow Agent pursuant to the General Escrow Agreement. In the event that SELLER elects to proceed under **Section 21.c.ii.(1).** in order to accomplish Additional Remediation, SELLER shall use reasonable, good-faith, diligent efforts to perform the Additional Remediation in accordance with the terms of this Agreement. If BUYER reasonably determines that SELLER is not proceeding diligently to perform the Additional Remediation so that it can receive the Governmental Confirmations within seven (7) years after BUYER's submittal of its Environmental Notice (subject to extension as set forth in

Section 21.c.iii or to a longer period for which BUYER, in its sole and absolute discretion, has provided its written consent) then BUYER shall deliver written notice thereof to SELLER setting forth sufficient information to allow SELLER to respond thereto, whereupon SELLER shall have thirty (30) days thereafter to deliver to BUYER a written response. In the event of a disagreement between the Parties after such delivery as to whether SELLER was diligently pursuing the Additional Remediation then, either SELLER or BUYER may initiate dispute resolution procedures as provided for in **Section 20**.

vi. If BUYER provides no Additional Remediation Notice to SELLER under **Section 21.c.i.** (or if the obligations under any such Additional Remediation Notice have been satisfied) and BUYER INDEMNIFIED PARTIES provide no Environmental Notices to SELLER (or any such indemnification claims have been satisfied) on or before the third anniversary of the applicable Lease Termination Date, and if Governmental Confirmations for all of the Additional Remediation to be performed by SELLER pursuant to **Section 21.c.ii.1** have been issued by the end of such period for all of the Additional Remediation, subject to the terms of the Lease (if applicable) and the General Escrow Agreement, SELLER shall be entitled to receive any remaining amounts in the General Escrow Fund and the General Escrow Fund shall terminate. Notwithstanding the foregoing: (a) 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, but subject to the terms of the Lease (if applicable) and the General Escrow Agreement; and (b) other than as provided in clause (a) above, the General Escrow Fund shall not be terminated until the third (3rd) anniversary of the final Lease Termination Date.

d. BUYER agrees that prior to any sale or transfer by BUYER of all or a portion of the Premises containing levels of Pollutants above the applicable residential level set forth in Chapter 62-777 and Chapter 62-780, F.A.C. from and after the Closing, BUYER will record an Institutional Control against all or such portion of the Premises in favor of SELLER that will be binding upon and run with the land and will limit the use of all or such portion of the Premises to agricultural, commercial and industrial land uses, including, but not limited to, as classified by the NAICS and referenced in the Florida Department of Environmental Protection's Institutional Controls Procedures Guidance dated November 2004. Notwithstanding the foregoing, in the event that BUYER does not comply with the above, then BUYER shall be deemed to have breached its obligations under this subsection and SELLER shall have all rights and remedies provided under this Agreement as a result thereof.

e. Indemnification by SELLER. From and after the Closing Date, SELLER agrees to jointly and severally indemnify, defend, save, and hold harmless the Buyer Indemnified Parties from and against any and all Liabilities incurred or suffered by any Buyer Indemnified Party, as to which an Environmental Notice is made on or before the third anniversary of the Lease Termination Date, and arising out of (1) Direct Claims and Third Party Claims for an alleged violation of Environmental Law in connection with the Premises that existed on or before the Lease Termination Date and began on or after the date that SELLER acquired title to the Premises, except for any alleged violation of any Environmental Law arising out of Non-Point Source of Pollutants or Point Source of Pollutants Identified in the BUYER's Environmental Assessment, (2) a Non-Governmental, Unrelated Party Claim for Pollutant Liabilities, (3) a Third Party Claim for Offsite Environmental Liabilities, (4) a Third Party Claim for a Previously Unknown Pollutant Liability asserted against a Buyer Indemnified Party concerning all or part of the Premises after the Buyer Indemnified Party has transferred such Premises to a Person who is not an Affiliate of the Buyer Indemnified Party, or (5) Third Party Claims arising out of or related to SELLER's breach of, or failure to perform, its covenants and obligations in **Section 21.c.ii.(1)**; provided, however, that, in each of subsections (1) through (5) above, in no event shall SELLER be obligated to indemnify, defend, save and hold harmless any Buyer Indemnified Party for Liabilities for Environmental Claims to the extent (and only to the extent) the Liabilities are caused by any negligence by Buyer Indemnified Parties.

f. Indemnification by BUYER. From and after the Closing Date, BUYER agrees, to the extent permitted by Law, to indemnify, defend, save and hold harmless SELLER Indemnified Parties from and against any and all Liabilities incurred or suffered by any SELLER Indemnified Party arising out of or related to (1) Third Party Claims arising out of or related to BUYER's breach of, or failure to perform, its covenants and obligations in **Section 21.b., Section 21.c.ii.(2),** or both, or (2) Third Party Claims arising out of or related to BUYER's change in use of the Premises from agricultural, except to the extent that the Liability arises out of Pollutants, Point Source of Pollutants and Non-Point Source of Pollutants not Identified in Buyer's Environmental Assessment. SELLER acknowledges that BUYER has not made any representation or warranty to SELLER as to, nor has BUYER waived any right to claim that it does not have, the legal authority to agree to the provisions of this **Section 21.f.**

g. Procedure for Indemnification.

i. Direct Claims. If an Indemnified Party should have a Direct Claim against an Indemnifying Party, the Indemnified Party shall deliver a Direct Claim Notice to the Indemnifying Party by certified mail with reasonable promptness following discovery of the facts and circumstances giving rise to the Direct Claim. The failure to give timely notice pursuant to this **Section 21.g.i.** shall not relieve the Indemnifying Party of its obligation to indemnify except to the extent the Indemnifying Party is actually

prejudiced by such failure. The Indemnifying Party shall have 30 calendar days to respond in writing to the Indemnified Party regarding such Direct Claim Notice. If the Indemnifying Party notifies the Indemnified Party within such 30-day period that it does not dispute the claim described in the Direct Claim Notice, or does not respond to the Direct Claim Notice within such 30-day period, the Liabilities arising from the claim specified in such Direct Claim Notice shall be conclusively deemed a Liability of the Indemnifying Party and the Indemnifying Party shall pay the amount of such Liability to the Indemnified Party promptly following the final determination thereof. If the Indemnifying Party notifies the Indemnified Party that it disputes its liability for the matters described in the Direct Claim Notice, then the Indemnifying Party shall be deemed to dispute the claim, and the Parties shall proceed in good faith to resolve such dispute as provided in **Section 20**.

ii. Indemnification Procedure – Third Party Claims. The Parties agree that, if a Third Party Claim is made, the Indemnified Party will give a Third Party Claim Notice to the Indemnifying Party by certified mail within five (5) days of receipt of service of process if an Action has commenced or, in all other circumstances, within fifteen (15) days of receipt of written notice of such Third Party Claim. The failure to give timely notice pursuant to this **Section 21.g.ii**. shall not relieve the Indemnifying Party of its obligation to indemnify except to the extent the Indemnifying Party is actually prejudiced by such failure. The Indemnifying Party shall have 30 days to respond in writing to the Indemnified Party regarding such Third Party Claim Notice. If the Indemnifying Party provides written notice to Indemnified Party during that 30-day period that it disputes its liability for the matters described in the Third Party Claim Notice, then the Indemnifying Party shall be deemed to dispute the Third Party Claim, and the Parties shall proceed in good faith to resolve such dispute as provided in **Section 20**. If the Indemnifying Party notifies the Indemnified Party within such 30-day period that it does not dispute the Third Party Claim described in the Third Party Claim Notice, or does not respond to such Third Party Claim Notice, the Liabilities arising from the Third Party Claim will be conclusively deemed a Liability of SELLER and the Parties shall proceed with the following indemnification procedures.

iii. Subject to any Laws, privileges (including the attorney client privilege and joint defense privilege), rights and the trade secret protocol developed by SELLER, if applicable, the Indemnified Party shall make available to the Indemnifying Party and its counsel, accountants and other representatives at reasonable times and for reasonable periods, during normal business hours, all books and records of the Indemnified Party reasonably relating to any such claim for indemnification, and each Party hereunder will render to the other such assistance as it may reasonably require of the other in order to insure prompt and adequate defense of any Third Party Claim.

iv. Subject to applicable Laws and the further provisions of this **Section 21**, the Indemnifying Party shall have the right to defend, compromise, and settle any third-party Action in the name of the Indemnified Party to the extent that Indemnifying Party may be liable to the Indemnified Party in connection therewith.

v. If the Indemnifying Party notifies the Indemnified Party that the Indemnifying Party elects to assume the defense of a Third Party Claim, the Indemnifying Party shall not be liable to the Indemnified Party under this **Section 21.g.v** for any fees of other counsel or any other expenses with respect to the defense of such Third Party Claim, in each case incurred by the Indemnified Party in connection with the defense of such Third Party Claim other than as contemplated under this **Section 21.g.v**.

vi. If the Indemnifying Party elects to assume the defense of such Third Party Claim, the Indemnifying Party shall have the right to defend such Third Party Claim by all appropriate proceedings, which proceedings will be prosecuted by the Indemnifying Party. The Indemnifying Party shall have full control of such defense and proceedings, including settlement thereof; provided, however, that the Indemnifying Party shall not settle a Third Party Claim without the written consent of the Indemnified Party, which shall not be unreasonably withheld, unless (i) the relief consists solely of money damages and includes a provision where the plaintiff or claimant in the matter fully releases the Indemnified Party from all liability with respect thereto, and (ii) the settlement, compromise or discharge does not otherwise materially adversely affect the Indemnified Party. The Indemnified Party agrees to cooperate reasonably with the Indemnifying Party and its counsel in the compromise or settlement of, or defense against, any Third Party Claim and, if requested by the Indemnifying Party, the Indemnified Party will, at the sole cost and expense of the Indemnifying Party, cooperate with the Indemnifying Party and its counsel in contesting any Third Party Claim that the Indemnifying Party elects to contest, or, if appropriate and related to the Third Party Claim in question, in making any counter claim against the Person asserting the Third Party Claim, or any cross-complaint against any Person (other than the Indemnified Party or any of its Affiliates).

vii. Notwithstanding an election by the Indemnifying Party to assume the defense of such Third Party Claim, the Indemnified Party shall have the right to employ separate counsel to represent it in, but not control, the defense, investigation, settlement, or litigation of such Third Party Claim, but the fees and expenses of such counsel shall be at the Indemnified Party's sole cost and expense unless (x) the Indemnifying Party shall have authorized in writing the Indemnified Party to employ separate counsel at the Indemnifying Party's expense, or (y) if, in the written opinion of counsel to the Indemnified Party, which counsel shall be reasonably satisfactory to the Indemnifying Party, a conflict or potential interest exists

between the Indemnifying Party and the Indemnified Party, or (z) if, the named parties to such Third Party Claim include both the Indemnifying Party and the Indemnified Party and the Indemnified Party determines in good faith, based on the written opinion of counsel to the Indemnified Party, which counsel shall be reasonably satisfactory to the Indemnifying Party, that the Indemnified Party may have defenses or counterclaims that are not available to the Indemnifying Party, or that are inconsistent with those available to the Indemnifying Party. In any event, the Indemnified Party and the Indemnifying Party and their counsel reasonably shall cooperate in the defense of any Third Party Claim subject to this **Section 21.g.vii** and keep such Persons informed of all developments relating to any such Third Party Claims, and provide copies to each other of all relevant correspondence and documentation relating thereto.

viii. If the Indemnifying Party, after receiving a Third Party Claim Notice, does not elect to defend such Third Party Claim within the time period specified herein or does not defend such Third Party Claim in good faith, the Indemnified Party shall have the right, in addition to any other right or remedy it may have hereunder, at the Indemnifying Party's expense, to control the defense or settlement of such Third Party Claim; provided, however, that (i) the Indemnified Party shall not have any obligation to do so; (ii) the Indemnified Party's defense of or participation in the defense of any such claim shall not in any way diminish or lessen the obligations of the Indemnifying Party under this **Section 21.g.viii**; and (iii) the Indemnified Party shall not settle, compromise or discharge, or admit any liability with respect to, any such Third Party Claim without the prior written consent of the Indemnifying Party (which consent will not be unreasonably withheld or delayed) and if the Indemnified Party does settle, compromise or discharge, or admit any liability with respect to any such Third Party Claim without the written consent of the Indemnifying Party, then the Indemnifying Party shall have no liability whatsoever, nor be bound in any way, in respect thereof.

h. Satisfaction of Indemnification Payments.

i. Subject to **Section 20**., and except as otherwise mutually agreed, prior to paying any Third Party Claim against which the Indemnifying Party is, or may be, obligated under this Agreement to indemnify an Indemnified Party, the Indemnified Party must first supply the Indemnified Party with a copy of a non-consensual, non-appealable, final judgment or decree, which has been entered after the matter has been fully and fairly litigated, that holds the Indemnified Party liable on such claim or, if the claim was not finally determined by a non-consensual, non-appealable judgment or decree, then the Indemnified Party must have received from the Indemnifying Party the written approval of the terms and conditions of the final settlement or compromise or other agreement that fully and finally determined the outcome, which written approval the Indemnifying Party

cannot unreasonably withhold. Except as otherwise mutually agreed, prior to paying any Direct Claim against which the Indemnifying Party is, or may be, obligated under this Agreement to indemnify an Indemnified Party, the Indemnified Party must first supply the Indemnifying Party with reasonable documentation of the amount of such Direct Claim.

ii. BUYER Indemnified Parties' indemnification claims shall be satisfied solely from the General Escrow Fund, which fund shall be replenished according to the terms of the General Escrow Agreement.

iii. If a BUYER Indemnified Party makes an indemnification claim against the General Escrow Fund, or if any BUYER Indemnified Party shall have the right to assume the defense of a Third Party Claim pursuant to **Section 21.g.iii.** or is entitled to receive the reasonable legal fees and expenses associated with a claim, all such amounts shall be exclusively advanced by or set-off against the General Fund until the General Escrow Fund is completely depleted in accordance with the General Escrow Agreement, and BUYER Indemnified Party and SELLER shall execute a joint written notice to the Escrow Agent, and otherwise cooperate with each other in obtaining any such funds.

i. Limitations on Indemnification. Notwithstanding the foregoing, to the extent permitted by Law, an Indemnified Party shall not be entitled to indemnification under **Sections 21.e. or 21.f.** for, and in no event shall the Indemnifying Party have any Liability to any Indemnified Parties for, and the Liabilities shall not include, loss of profits or other consequential damages or punitive damages all of which are hereby waived by BUYER (other than loss of profits or other consequential damages, incidental damages or punitive damages suffered by third persons for which legal responsibility is allocated to any Indemnified Party).

j. Insurance Recoveries. If any Liabilities related to a claim by an Indemnified Party are covered by one or more third party insurance policies held by such Indemnified Party and such Indemnified Party actually receives a full or partial recovery under such insurance policies, such Indemnified Party shall use such recovery to refund, within ten (10) Business Days, the aggregate amount of any payments (or, if such recovery is less than the aggregate amount of such payments, a portion thereof) actually received by such Indemnified Party from Indemnifying Party with respect to such Liabilities; provided, however, that such refund shall be net of (i) the amount of any costs incurred in collecting such insurance recovery, including the amount of any co-payment or deductible, and (ii) the amount of any premium increase in the next policy period of the applicable insurance policy or in a replacement insurance policy that results directly from the assertion of such claim, as determined by correspondence from the insurance carrier or insurance broker to the Indemnified Party, a copy of which shall have been provided to the Indemnifying Party. For the avoidance of doubt, the Parties agree that the existence of an insurance claim shall not require an Indemnified Party to pursue an insurance claim prior to making an

indemnification claim under this **Section 20**, but if an indemnification claim is made, the Indemnified Party must use commercially reasonable effort to prosecute available insurance claims.

k. Tax Consequences of Indemnification. The Parties agree to treat any indemnification payment made pursuant to this **Section 20** as an adjustment to the Purchase Price for all income or similar tax purposes to the extent permitted by Law.

l. Survival. The terms of this **Section 21**. shall survive the Closing or termination of this Agreement.

22. NO PERSONAL LIABILITY.

Notwithstanding anything to the contrary in this Agreement, to the extent permitted by Law, no present or future Affiliate of SELLER or BUYER, nor any present or future member, principal, shareholder, manager, officer, official, director, employee or agent of SELLER or BUYER (other than any such Person that is Party hereto), will be personally liable, directly or indirectly, under or in connection with this Agreement, or any document, instrument or certificate securing or otherwise executed in connection with this Agreement, or any amendments or modifications to any of the foregoing made at any time or times, heretofore or hereafter, or in respect of any matter, condition, injury or loss related to this Agreement or the Premises, and each of the Parties, on behalf if itself and each of its successors and permitted assignees, waives and does hereby waive any such personal liability.

23. TAX DEFERRED EXCHANGE.

BUYER and SELLER hereby acknowledge that SELLER may elect that all or a portion of the transaction contemplated by this Agreement may qualify as a tax-free exchange within the meaning of Section 1031 of the Code. BUYER agrees to take any further action commercially reasonable and appropriate to assist and cooperate with SELLER in effectuating such tax-free exchange; provided, however, SELLER hereby agrees that (a) SELLER shall pay directly for any additional expense caused to BUYER as a result of actions taken by BUYER for the purpose of facilitating such exchange, (b) BUYER's agreement to facilitate such exchange will not require it to take title to any property other than the Premises, and (c) SELLER shall reimburse, indemnify, defend and hold harmless BUYER from any liabilities resulting from BUYER's participation in such exchange for the benefit of SELLER.

24. 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 Stated Postal Service mail, return receipt requested, postage prepaid, addressed as follows:

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 And Florida Department of Environmental Protection 3900 Commonwealth Blvd M.S. 49 Tallahassee, Florida 32399 Attention: Secretary, Department of Environmental Protection Fax: (850) 245-2128
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
With a copy to:	Gunster, Yoakley & Stewart, P.A. Attorneys At Law Las Olas Centre 450 East Las Olas Boulevard Suite 1400 Fort Lauderdale, Florida 33301-4206 Attention: Daniel M. Mackler, Esq. and Danielle DeVito Hurley, Esq. Fax: (954) 523-1722

The addresses for the purpose of this Paragraph may be changed by either Party by giving written notice of such change to the other Party in the manner provided herein. Attorneys

for the respective Parties to this Agreement may send and receive notices on their client's behalf.

25. EXCLUSIVITY; ACQUISITION PROPOSALS.

a. Certain Definitions. For purposes of this Agreement:

i. "Acquisition Proposal" means any written inquiry, proposal or offer from a Person or group of Persons other than SELLER and SELLER Representatives for, whether in one transaction or a series of transactions: (i) any direct or indirect sale or other disposition (including by way of merger, consolidation, share exchange, business combination or any similar transaction) of the Premises, whether alone or together with other assets, or of any combination of assets that represents all or substantially all of the assets of any SELLER and its respective subsidiaries, taken as a whole; (ii) any issuance, sale or other disposition by PARENT (including by way of merger, consolidation, share exchange, business combination or any similar transaction) of securities representing more than 80% of the voting rights of PARENT'S outstanding common stock; (iii) any tender offer or exchange offer that if consummated would result in any Person or group of Persons acquiring beneficial ownership, or the right to acquire beneficial ownership of, more than 80% of the voting rights of PARENT'S outstanding common stock; (iv) any merger, reorganization, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution, equity infusion or similar transaction involving SELLER and/or its respective subsidiaries; or (v) any transaction that is similar in form, substance or purpose to any of the foregoing transactions; provided, however, that the term "Acquisition Proposal" shall not include a Permitted Reorganization, the transactions contemplated by this Agreement, or any Additional Transaction.

ii. "Exclusivity Period" means the period beginning upon Validation and ending on the Closing Date or earlier termination of this Agreement in accordance with its terms.

iii. "Qualified Purchaser" means any Person or group of Persons that SELLER reasonably believes are capable of consummating a Superior Proposal.

iv. "Solicitation Period" means the period beginning on the Effective Date and ending at 5:00 P.M., Eastern Time, on the sixtieth (60^{th}) day thereafter.

v. "Alternative Acquisition Agreement" means a definitive purchase agreement, or series of related agreements, entered into, between any combination of PARENT and the SELLING SUBSIDIARIES and a Qualified Purchaser with respect to a Superior Proposal (together with any related schedules, exhibits or other documentation).

vi. "Matching Period" means the period beginning on the day BUYER has delivered a copy of an Alternative Acquisition Agreement in accordance with **Section 25.d.** below and ending forty (40) calendar days thereafter.

vii. "Termination Fee" means an amount in cash equal to Sixteen Million Dollars (U.S. $16,000,000.00) which, if due and payable under **Section 25.e.**, shall be paid by wire transfer of immediately available funds denominated in U.S. Dollars to the account or accounts designated by BUYER. SELLER acknowledges that the agreement to pay the Termination Fee in the circumstances set forth in **Section 25.e.** is an integral part of the transactions contemplated by this Agreement and that, without this Agreement, BUYER would not enter into this Agreement; accordingly, if the Termination Fee is not paid when due, Buyer shall be entitled to interest on the Termination Fee at a rate per annum equal to the Prime Rate as published in the Wall Street Journal, Eastern Edition, in effect from time to time during the period from the date that the such payment was required to be made pursuant to this Agreement to the date of payment.

viii. "Superior Proposal" means any bona fide Acquisition Proposal made in writing that would be consummated on or before June 30, 2010 and that the Board of Directors of Parent in its good faith judgment determines would, if consummated, result in a transaction that is more favorable to Parent and its stockholders (as they exist immediately prior to consummating such transaction) than the transactions contemplated by this Agreement, which determination is made (A) after receiving the advice of a financial advisor, (B) after taking into account the likelihood (and likely timing) of consummation of such transaction on the terms set forth therein, and (C) after taking into account all appropriate legal, tax, financial (including the financing terms of such proposal), regulatory or other aspects of such proposal and any other relevant factors permitted by Law.

ix. "Additional Transaction" Any transaction or series of transactions between any Person or group of Persons and PARENT, its subsidiaries or any combination thereof, that does not preclude the sale of the Premises to BUYER and the granting to BUYER of the Option and Right of First Refusal to purchase the Option Property.

x. "Window-shop Period" means the period beginning upon expiration of the Solicitation Period and ending upon Validation.

b. Solicitation Period. Notwithstanding anything contained herein to the contrary, during the Solicitation Period, SELLER and the SELLER Representatives shall have the right to, directly or indirectly: (i) initiate, solicit and encourage Acquisition Proposals from any Person or Persons, including by way of providing access to non-public information pursuant to one or more confidentiality agreements; and (ii) enter into and maintain discussions or negotiations with respect to Acquisition Proposals or otherwise

cooperate with or assist or participate in or facilitate any such discussions or negotiations, including by delivering confidential information regarding any or all of SELLER, its business operations and its assets, including the Premises, to Persons submitting an Acquisition Proposal and their representatives; provided, however, that SELLER shall (i) enter into and maintain one or more customary confidentiality agreements with any Persons solicited hereunder, the terms of which are not materially more favorable to such Person than those in the Confidentiality Letter that SELLER has entered into with BUYER, (ii) if, at any time SELLER identifies a Person or Persons from whom it has received an Acquisition Proposal to be a Qualified Purchaser, (A) notify BUYER in writing as promptly as reasonably practicable (and in any event within twenty four (24) hours of making such determination) of the identity of such Qualified Purchaser; and (B) keep BUYER reasonably informed of the status of any discussions with any Qualified Purchaser.

c. Window-shop Period. Notwithstanding anything contained herein to the contrary, during the Window-Shop Period, SELLER and the SELLER Representatives may continue discussions or negotiations with respect to Acquisition Proposals received from Persons solicited during the Solicitation Period, but SELLER will not and will cause SELLER Representatives and other Persons acting on its behalf not to, directly or indirectly initiate, seek or solicit any additional Acquisition Proposals. If, however, a Person or group of Persons approach SELLER or the SELLER Representatives, unsolicited, with an interest in submitting an Acquisition Proposal, and if PARENT'S Board of Directors determines in good faith, after consultation with its financial and legal advisors, that (1) such unsolicited Acquisition Proposal is bona fide and could reasonably be expected to result in a Superior Proposal, (2) such Person or group of Persons could reasonably be expected to be able to finance such Acquisition Proposal, and (3) the failure to consider the Acquisition Proposal would be inconsistent with the fulfillment of its fiduciary duties to the stockholders under applicable Law, then SELLER may (A) furnish information with respect to any or all of SELLER, its business operations and its assets, including the Premises, to the Person making such Acquisition Proposal and its representatives and (B) enter into and maintain discussions or negotiations with the Person making such Acquisition Proposal; provided, however, that Seller shall (i) enter into and maintain one or more customary confidentiality agreements with any Persons making an unsolicited Acquisition Proposal, the terms of which are not materially more favorable to such Person or Persons than those in the Confidentiality Letter that SELLER entered into with BUYER, (ii) notify BUYER in writing as promptly as reasonably practicable (and in any event within twenty four (24) hours of entering into such a confidentiality agreement) of the identity of the Person or Persons making the unsolicited Acquisition Proposal, and (iii) keep BUYER reasonably informed of the status of any discussions with any such Person or Persons. If, at any time SELLER identifies a Person or Persons from whom it has received an unsolicited Acquisition Proposal to be a Qualified Purchaser, SELLER agrees (A) to notify BUYER in writing as promptly as reasonably practicable (and in any event within twenty four (24) hours of making such determination) of the identity of such Qualified Purchaser and the determination of Qualified Purchaser status; and (B) to keep BUYER reasonably informed of the status of any discussions with any Qualified Purchaser.

d. Superior Proposal. If, prior to the Exclusivity Period, SELLER receives an Acquisition Proposal from any Qualified Purchaser(s) that the Board of Directors of PARENT concludes in good faith constitutes a Superior Proposal, any or all of PARENT and each other SELLER may enter into an Alternative Acquisition Agreement(s), except that the closing of any Superior Proposal evidenced by an Alternative Acquisition Agreement must be conditioned upon BUYER's failure to exercise its rights set forth in subparagraph (e) below and if such right is not exercised, BUYER's receipt of the payment of the Termination Fee pursuant to subparagraph (e) below and termination of this Agreement (without any cost, liability or obligation whatsoever to BUYER) as contemplated by subparagraph (e) below. SELLER (i) shall promptly upon entering into an Alternative Acquisition Agreement (and in any event within one (1) Business Day), make a true and complete copy thereof available for review by BUYER and BUYER's representatives, (ii) shall promptly upon entering into an Alternative Acquisition Agreement (and in any event within five (5) business days) make available to BUYER and its representatives any information concerning SELLER, its business operations and its assets, including the Premises, that has been provided by the Qualified Purchaser in connection with the Superior Proposal that has not previously been provided to BUYER, and (iii) shall not enter into any confidentiality provisions restricting the provision of such materials to BUYER. Any materials, including a term sheet, a letter of intent or definitive agreement, given to BUYER in connection with the Superior Proposal, (A) shall be designated "Trade Secret" by SELLER, (B) shall be subject to the trade secret protocol established by SELLER attached hereto as **Schedule 6.a.**, and (C) shall be kept confidential by BUYER in accordance with the Confidentiality Letter.

e. Matching Period; Termination; and Termination Fee. During the Matching Period SELLER shall, and shall cause SELLER Representatives to, negotiate with BUYER in good faith (to the extent BUYER desires to negotiate) to make such adjustments in the terms and conditions of this Agreement so that the Acquisition Proposal provided for in the Alternative Acquisition Agreement ceases to constitute a Superior Proposal. If BUYER agrees to make adjustments in the terms and conditions of this Agreement such that PARENT's Board of Directors concludes that the Acquisition Proposal provided for in the Alternative Acquisition Agreement no longer constitutes a Superior Proposal, the Alternative Acquisition Agreement shall terminate (without any liability or obligation whatsoever to BUYER). If BUYER does not so agree during the Matching Period, SELLER may proceed with the transaction contemplated by the Alternative Acquisition Agreement, terminate this Agreement, and BUYER shall be entitled to payment of the Termination Fee, payable by wire transfer of immediately available funds. Any termination pursuant to this subsection (e) shall not constitute or serve as the basis for a breach of or default under this Agreement. The Termination Fee is the sole remedy available to BUYER in connection with a termination of this Agreement in accordance with the terms of this **Section 25** and BUYER specifically waives its right to seek specific performance hereunder.

f. Exclusivity. From the date of Validation until the Closing or earlier termination of this Agreement in accordance with its terms, SELLER agrees that, except with respect to this Agreement and the transactions contemplated hereby, SELLER will not and will

cause the SELLER Representatives and other Persons acting on its behalf not to, directly or indirectly: (i) initiate, solicit or seek, entertain any inquiries or the making or implementation of any proposal or offer with respect to an Acquisition Proposal; (ii) engage in any discussions or negotiations concerning, or provide any confidential information or data to, or have any substantive discussion with, any Person relating to an Acquisition Proposal; (iii) otherwise cooperate with any Person in any effort or attempt to make, implement or accept any Acquisition Proposal; or (iv) enter into an agreement, contract, letter of intent, memorandum of understanding or confidentiality agreement with any Person relating to an Acquisition Proposal. SELLER agrees to notify Buyer promptly if it or any SELLER Representative or other Persons acting on its behalf receives, after the date of Validation, any written inquiries, offers or proposals relating to an Acquisition Proposal, and provide Buyer with the details thereof, keep BUYER informed with respect thereto, and provide BUYER with copies thereof.

g. Post-Termination Transaction. In the event SELLER terminates this Agreement because SELLER fails to obtain approval of PARENT'S stockholders for any reason, and if SELLER thereafter sells all or substantially all of the Premises or all or substantially all of the Option Property within a period of twelve (12) months following said termination, then BUYER shall be entitled to receive the Termination Fee. This subsection (g) shall survive the Closing.

h. Additional Transactions. Nothing in this **Section 25** shall limit SELLER'S right to engage in activities related to pursuing, negotiating, documenting and completing Additional Transactions. In no event shall the Termination Fee be payable to BUYER in respect of an Additional Transaction.

26. OPTION TO PURCHASE REAL PROPERTY

a. If the Closing occurs, then for (i) a period commencing from the Closing Date through the date that is immediately prior to third (3rd) anniversary thereof (the "Exclusive Option Period"), SELLER hereby grants to BUYER the exclusive option (the "Exclusive Option") and (ii) a period commencing on the third (3^{rd}) anniversary of the Closing Date through the tenth (10^{th}) anniversary thereof (the "Non-Exclusive Option Period"), SELLER hereby grants to BUYER, the non-exclusive option (the "Non-Exclusive Option") (the Non-Exclusive Option and the Exclusive Option, are hereinafter collectively referred to as the "Option", and the Exclusive Option Period and the Non-Exclusive Option Period are hereinafter collectively to as the "Option Period"), to purchase all (but not less than all) of that certain real property located in Hendry, Glades, and Palm Beach Counties, Florida as more particularly described on **Exhibit 26.a** attached hereto (the "Option Property"), which consists of approximately one hundred seven thousand one hundred eighty-seven (107,187) acres, more or less, subject to any and all leases for all or any portion of the Option Property then in effect at the time of exercise of such Option and subject to the New Lease (as defined in **subsection j** below). BUYER may exercise the Option at any time during the applicable Option

Period by giving SELLER written notice thereof ("Option Notice"). During the Exclusive Option Period, in no event shall SELLER sell, enter into new leases for (provided this shall not prohibit SELLER from reinstating any lease in order to resolve any tenant dispute), transfer or convey any portion of the Option Property without BUYER's written consent, which may be withheld in BUYER's sole and absolute discretion, provided, however, that: (i) SELLER may sell, transfer or convey all or substantially all of the Option Property during the Exclusive Option Period without BUYER's written consent, provided and on the condition that such property is sold subject to this Option (a "Permitted Sale"); (ii) SELLER may enter into agricultural leases during the Exclusive Option Period so long as the term of any such leases does not exceed three (3) years, or, if the lease term exceeds three (3) years, such lease must contain a waiver by the tenant of the relocation rights under the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended (42 U.S.C. Sec. 4601, et seq.), and must be terminable upon two (2) years written notice, without payment or relocation benefits, provided such notice shall not be effective prior to the end of the 3rd anniversary of the commencement of such lease term; and (iii) SELLER may at all times finance and refinance the Option Property without BUYER's consent. During the Non-Exclusive Option Period, there shall be no restrictions on SELLER's ability to: (A) sell, transfer or convey all or any portion of the Option Property (subject to the Right of First Refusal); or (B) lease all or any portion of the Option Property (provided that SELLER will notify BUYER of its intention to enter into any such lease(s), but BUYER shall have no right to consent to or approve the same). For purposes of determining the land subject to the Option at any time, "Option Property" shall mean the property designated as such in **Exhibit 26.a** as of the Effective Date, excluding any lands which at the time of exercise of the Option by BUYER have been (i) sold, transferred or conveyed by SELLER in accordance with this Agreement (other than in connection with a Permitted Sale), (ii) acquired by BUYER in the exercise of the Right of First Refusal, (iii) excluded by BUYER under the Option Purchase Agreement (as defined below) in accordance with the title provisions thereof; or (iv) excluded as a result of failure, breach or default by SELLER or any other cause except BUYER's default.

b. The purchase price for the Option Property during the Exclusive Option Period shall be fixed at SEVEN THOUSAND FOUR HUNDRED DOLLARS AND NO/100 ($7,400) per acre and for the Non-Exclusive Option Period shall be determined as set forth below (the "Option Property Purchase Price") and the fair market rent for the Premises and Option Property to be paid under the New Lease (as defined below) (regardless of whether the Option is exercised during the Exclusive Option Period or Non-Exclusive Option Period) shall be determined as set forth below (collectively, the "Post Option Fair Market Rent").

c. If the Option is exercised during the Exclusive Option Period, then the Option Notice shall include an original, signed appraisal(s) dated within thirty (30) days of such notice setting forth BUYER's proposed Post Option Fair Market Rent for the Premises and Option Property ("Buyer's Proposed Post Option Fair Market

Rent"). The appraisal must comply with the statutorily mandated appraisal standards (applicable to BUYER) and must have been performed by an appraiser meeting the Appraiser Requirements set forth in **subsection f.iv** below (collectively, "Buyer's Appraisal").

d. If the Option is exercised during the Non-Exclusive Option Period, then the Option Notice shall include an original, signed Buyer's Appraisal(s) dated within thirty (30) days of such notice setting forth (i) BUYER's proposed Option Property Purchase Price ("Buyer's Proposed Option Property Purchase Price"), and (ii) Buyer's proposed Post Option Fair Market Rent for the Premises and Option Property.

e. Within sixty (60) days after receipt of Buyer's Appraisal that is included in the Option Notice, SELLER shall elect to either: (i) as applicable, accept Buyer's Proposed Option Property Purchase Price as the Option Property Purchase Price and/or Buyer's Proposed Post Option Fair Market Rent as the Post Option Fair Market Rent; and/or (ii) as applicable, deliver to BUYER an original, signed appraisal(s) setting forth SELLER's proposed Option Property Purchase Price ("Seller's Proposed Option Property Purchase Price") and/or SELLER's proposed Post Option Fair Market Rent ("Seller's Proposed Post Option Fair Market Rent"), which appraisal(s) must be performed by an appraiser(s) meeting the Appraiser Requirements set forth below in **subsection f.iv below** and must be dated within sixty (60) days of SELLER's receipt of BUYER's Option Notice (including Buyer's Appraisal) (collectively, "Seller's Appraisal").

f. If SELLER elects to obtain Seller's Appraisal under **subsection e(ii)** above, then, as applicable:

i. With respect to the determination of the Option Property Purchase Price:

(1) In the event Seller's Proposed Option Property Purchase Price is more than or equal to ninety percent (90%) of and less than or equal to one hundred ten percent (110%) of Buyer's Proposed Option Property Purchase Price, then the Option Property Purchase Price shall be deemed to be the average of Buyer's Proposed Option Property Purchase Price and Seller's Proposed Option Property Purchase Price (i.e., the sum of both proposed purchase prices divided by two (2)).

(2) In the event Seller's Proposed Option Property Purchase Price is less than ninety percent (90%) of or greater than one hundred ten percent (110%) of Buyer's Proposed Option Property Purchase Price, then within fifteen (15) days after SELLER's delivery of Seller's Appraisal to BUYER setting forth Seller's Proposed Option Property Purchase Price, Seller's appraiser and Buyer's appraiser must select a third (3rd) appraiser meeting the Appraiser Requirements set forth below (the "Third Appraiser") (it being

agreed that the Third Appraiser may be different for the purchase price and rental appraisals).

ii. With respect to the determination of the Post Option Fair Market Rent:

(1) In the event Seller's Proposed Post Option Fair Market Rent is more than or equal to ninety percent (90%) of and less than or equal to one hundred ten percent (110%) of Buyer's Proposed Post Option Fair Market Rent, then the Post Option Fair Market Rent shall be deemed to be the average of Buyer's Proposed Post Option Fair Market Rent and Seller's Proposed Post Option Fair Market Rent (i.e., the sum of both proposed rents divided by two (2)).

(2) In the event Seller's Proposed Post Option Fair Market Rent is less than ninety percent (90%) of or greater than one hundred ten percent (110%) of Buyer's Proposed Post Option Fair Market Rent, then within fifteen (15) days after SELLER's delivery of Seller's Appraisal to BUYER setting forth Seller's Proposed Post Option Fair Market Rent, Seller's appraiser and Buyer's appraiser must select the Third Appraiser (if not already appointed pursuant to **subsection (i)(2)** above).

iii. The Third Appraiser shall perform its appraisal of its proposed Option Property Purchase Price and/or its proposed Post Option Fair Market Rent, as applicable, within sixty (60) days of being selected by Seller's appraiser and Buyer's appraiser. Once such appraisal is complete, the average of the two (2) closest appraisals in terms of total appraised value of the Option Property Purchase Price and/or the Post Option Fair Market Rent, as applicable, shall be deemed to be the Option Property Purchase Price and/or the Post Option Fair Market Rent, respectively.

iv. Unless otherwise agreed to in writing by SELLER and BUYER, each of the appraisers set forth above shall be M.A.I. certified appraisers, having at least ten (10) years experience in appraising the fair market value and fair market rental (as applicable) of agricultural property in Palm Beach County, Florida (the "Appraiser Requirements").

v. BUYER and SELLER shall each be responsible for the fees, costs and expenses of their respective appraiser(s). The fees, costs and expenses of the Third Appraiser and any mediation to select the same as provided in subsection (j) below shall be shared equally by BUYER and SELLER.

vi. After the initial determination of the Post Option Fair Market Rent, such rent shall be adjusted to fair market value on every third anniversary of the closing under the Option Purchase Agreement and in the intervening years

such rent shall be adjusted in accordance with procedure set forth in the Lease.

g. Notwithstanding anything contained herein to the contrary:

i. if the Option is exercised during the Non-Exclusive Option Period and the Option Property Purchase Price as determined above is less than an average of SEVEN THOUSAND FOUR HUNDRED DOLLARS AND NO/100 ($7,400.00) per acre, SELLER shall have the right, in SELLER's sole and absolute discretion, to not sell the Option Property to BUYER without any obligation or liability whatsoever to SELLER by providing written notice to BUYER of such election within sixty (60) days after the Option Property Purchase Price has been determined, whereupon the Option shall continue to be in effect until the expiration of the Option Period; it being agreed that failure of SELLER to deliver such notice within the 60-day period shall be deemed to be an acceptance of the Option Property Purchase Price; and

ii. if the Option is exercised during the Non-Exclusive Option Period and the Option Property Purchase Price as determined above is greater than the Buyer's Proposed Option Property Purchase Price, BUYER shall have the right, in BUYER's sole and absolute discretion, to not purchase the Option Property from SELLER without any obligation or liability whatsoever to BUYER by providing written notice to SELLER of such election within sixty (60) days after the Option Property Purchase Price has been determined, whereupon the Option shall automatically and immediately become null and void and neither party hereto shall have any other liability, obligation, or duty pursuant to the Option, it being agreed that failure of BUYER to deliver such notice within the 60-day period shall be deemed to be an acceptance of the Option Property Purchase Price.

h. If SELLER's appraiser and BUYER's appraiser fail to appoint the Third Appraiser within the time and in the manner prescribed in **subsection (f)(i)(2)** or **f(ii)(2)** above, then SELLER and/or BUYER shall promptly apply to the Palm Beach County office of Mediation, Inc. (or if such company is no longer in business, another mediation company with offices in Palm Beach County) for the appointment of the Third Appraiser. Within five (5) days of receipt of notice from one Party that such mediation application has been filed, each Party shall submit the names of up to three (3) appraisers meeting the Appraisal Requirements for the mediator to select. The mediator shall be instructed by either Party to select the Third Appraiser within ten (10) days after receipt of such names. The failure of a Party to timely submit any names constitutes a waiver of the right to so submit such names and the mediator shall select the Third Appraiser from the list of names that was timely submitted.

i. In the event the BUYER does not exercise the Option during the Option Period as provided in this **Section 26**, the Option shall automatically and immediately without notice become null and void and neither Party hereto shall have any other liability, obligation, or duty pursuant to the Option. In the event that BUYER does exercise the Option during the Option Period as provided in this **Section 26** and the transaction fails to close for any reason whatsoever, other than SELLER's default, then the Option shall automatically and immediately without notice become null and void and neither Party hereto shall have any other liability, obligation, or duty pursuant to the Option. In the event that the Option is exercised and the transaction fails to close as a result of SELLER's default under this Agreement or the Option Purchase Agreement, as applicable after the expiration of any applicable cure period, and provided BUYER is not in default under this Agreement or the Option Purchase Agreement, as applicable, after the expiration of any applicable cure period, then, without limitation as to any of BUYER's or SELLER's remedies under this Agreement or the Option Purchase Agreement, as applicable, the Option shall survive, and the Right of First Refusal shall also be deemed to have been reinstated as if the Option were not exercised, all in accordance with the terms of this Agreement.

j. In the event the BUYER exercises the Option as provided for herein, then, within sixty (60) days after exercise of the Option during the Exclusive Option Period or within sixty (60) days after the Option Purchase Price has been determined in accordance with **subsection c**, if the Option is exercised during the Non-Exclusive Option Period, or such other period of time mutually agreed upon in writing by the Parties, both Parties agree to execute an "Agreement for Sale and Purchase" in substantially the same form and content as this Agreement with appropriate modifications to pertinent terms including, but not limited to (i) the inclusion of a ninety (90) day inspection period consistent with **Section 19.b** of the Original Agreement as it existed on December 29, 2008, (ii) a closing date to occur one hundred twenty (120) days following expiration of the inspection period, (iii) pro-rata adjustments to the amount for Curable Title Defects, the amount for the General Escrow Fund, and the payment amount in exchange for BUYER's Remediation of Pollutants per **Section 21.b.** of this Agreement (which adjustments shall be made using the same per acre calculations utilized by the Parties in order to modify the amounts set forth in the Original Agreement), (iv) appropriate modifications to the representations and warranties to conform the same to then existing facts, as applicable, all of which shall be in form and content reasonably acceptable to SELLER and BUYER (such agreement shall be referred to as the "Option Purchase Agreement") and (v) an exhibit which contains an amendment to the Lease which adds the Option Property to the "Premises" between BUYER, as lessor, and SELLER, as lessee, or, at SELLER's election, (x) a separate lease for the Option Property and an amendment to the Lease which reflects the change in rent and other modifications as contemplated in this Agreement or (y) a consolidated Lease for the Option Property and the Premises, which shall be in substantially the same form and content as the Lease (such amendments and/or new lease referred in clauses (x) and (y) is collectively

referred to as the "New Lease"), it being agreed that the New Lease shall contain the modifications to the Lease set forth on **Exhibit 26.j** and shall be executed and delivered by the Parties at the closing of the Option Property. It is further agreed by the Parties that SELLER's option to elect the form of the New Lease under clauses (x) or (y) above is nevertheless subject to BUYER's right to elect the form under clause (x), if such election is necessary for SELLER's financing to acquire the Option Property.

k. In the event, after BUYER's exercise of the Option, the Parties fail to enter into an Option Purchase Agreement within 180 days after the Option Property Purchase Price has been determined as provided above and neither Party has commenced an action against the other to enforce the terms of this Section 26 during said 180 day period, the Option shall automatically and immediately without notice become null and void.

l. BUYER hereby represents that as of the Effective Date, it has no present intention to initiate or commence eminent domain of any or all of the Premises or Option Property. BUYER hereby agrees that in the event that: (a) during the Option Period, BUYER initiates or commences any taking for public or quasi-public use pursuant to the power of eminent domain of any or all of the Option Property or any interest therein (the "Taking Proceeding"); and (b) BUYER does not cease the Taking Proceeding within forty-five (45) days after written notice from SELLER, then the Option shall be deemed to have been automatically exercised by BUYER with respect to any portion of the Option Property not being so taken by eminent domain unless SELLER gives written notice within five (5) business days after the expiration of such 45-day notice period that SELLER has elected to terminate the Option, it being agreed by the Parties that SELLER's election to terminate the Option shall be in addition to all other rights and remedies available to SELLER at law, in equity or under this Agreement as a result of BUYER's breach of this subparagraph. If at any time prior to the expiration of the Option Period, any proceedings shall be commenced for the taking of all of the Option Property or any material portion thereof or any interest therein, for public or quasi-public use pursuant to the power of eminent domain by any public or quasi-public agency (other than BUYER), SELLER shall furnish BUYER with written notice of any proposed condemnation within five (5) business days after SELLER's receipt of such notification, and, in such event, the Option shall automatically terminate as to any such portion of or interest in the Option Property being taken by eminent domain and thereafter neither BUYER or SELLER shall have any further rights or obligations hereunder with respect to such portion of or interest in the Option Property except as otherwise expressly provided herein. In the event of a taking described in the immediately preceding sentence, BUYER shall not, during the Option Period, use or take title to all or a portion of or interest in the Option Property that is so taken, unless BUYER exercises the Option for any remaining acreage of the Option Property not so taken within forty-five (45) days after receipt of written notice from SELLER advising BUYER that it may not use or take title to all or a portion of or interest

in the Option Property that is so taken. Notwithstanding the foregoing, nothing contained herein shall require BUYER to exercise (or have been deemed to have automatically exercised) the Option with respect to a taking by eminent domain of less than 1,000 acres (in the aggregate) of the Option Property or any interest therein. SELLER acknowledges that BUYER has not made any representation or warranty to SELLER as to, nor has BUYER waived any right to claim that it does not have, legal authority to agree to the provisions of this **Section 26(l)**.

m. Between the fourth (4^{th}) and fifth (5^{th}) anniversary of the Closing Date, BUYER and SELLER shall meet to discuss, without prejudice to BUYER's rights hereunder, BUYER's intent concerning the exercise of the Option.

n. In no event shall the provisions of this **Section 26** (i.e., the Option) be assigned by BUYER, other than to The Board of Trustees of the Internal Improvement Trust Fund ("TIITF") which assignment, in order to be effective, must be delivered to SELLER and include an assumption by TIITF, all in form and substance reasonably acceptable to SELLER.

o. The provisions in this **Section 26** shall survive the Closing.

27. RIGHT OF FIRST REFUSAL.

a. Subject to **Section 27.e** below, if at any time during the Non-Exclusive Option Period, SELLER desires to sell any or all of its fee simple interest in the Option Property (which sale may also include other assets of SELLER) to any Person who, as of the Effective Date, is unaffiliated with SELLER (for purposes of this Section, the "Proposed Purchaser"), and has received a bona fide written offer from, or otherwise has negotiated acceptable terms with, such Proposed Purchaser (for purposes of this Section, the "Bona Fide Offer") to purchase such real property and, to the extent included in the Bona Fide Offer, other assets of SELLER (for purposes of this Section such real property and other assets of SELLER that are included in the Bona Fide Offer are collectively referred to herein as the "Offered Option Property") from SELLER, SELLER shall submit a written offer (the "Offer") to sell all, but not less than all, of such Offered Option Property 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 Option Property to the Proposed Purchaser. The Offer shall disclose the identity of the Proposed Purchaser (if any), the Offered Option Property 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 the Offered Option Property 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 may 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 Option Property

for the price and upon the terms and other conditions of the proposed sale to the Proposed Purchaser as set forth in the Bona Fide Offer. As used in this Section, 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. BUYER's rights under this **Section 27** are herein referred to as the "Right of First Refusal"). Notwithstanding anything in this Agreement to the contrary, in no event shall the Right of First Refusal be applicable to the sale of any of SELLER's other assets (i.e., other than the Option Property), unless such other assets are included together with all or any portion of the Option Property under the Bona Fide Offer.

b. If BUYER desires to exercise its Right of First Refusal and purchase the Offered Option Property, BUYER shall deliver a written notice of its exercise of its Right of First Refusal to purchase such Offered Option Property pursuant to the terms of the Offer to SELLER within forty (40) calendar days of the date of receipt by BUYER of the Offer. If BUYER does not timely deliver such written notice of exercise of its Right of First Refusal, then BUYER shall be deemed to have waived its Right of First Refusal with respect to such Offer and, without limiting the effectiveness of the foregoing wavier, BUYER shall, upon request of SELLER, promptly deliver to SELLER a written waiver of its rights under this Section in recordable form with respect to such Offered Option Property, and, if BUYER does not provide such waiver within ten (10) days after request, then SELLER, in addition to all other rights and remedies it may have, may solely execute and record such waiver, which shall be as effective as if BUYER executed the same.

c. The closing of the sale of Offered Option Property to the BUYER pursuant to this Section shall be made at the offices of SELLER on such date as may be agreed by the SELLER and the BUYER (but in no event later than the later of one hundred fifty (150) days following BUYER's notice of exercise of its Right of First Refusal as provided in **subsection b** above or the closing date specified in the Offer). Such sale shall be effected by the SELLER's delivery to the BUYER of commercially reasonable documentation that is necessary to evidence the transfer and conveyance of the Offered Option Property 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).

d. If BUYER declines to purchase the Offered Option Property or fails to respond to the Offer in a timely manner as prescribed above, the Offered Option Property may be sold by the SELLER in accordance with the terms of the Bona Fide Offer free and clear of the Option set forth in **Section 26** above and the "Right of First Refusal" set forth in this **Section 27**, both of which shall be deemed to be terminated with respect to such Offered Option Property. Any such sale shall be only to the Proposed Purchaser 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 Purchaser than those specified in the Offer. Promptly after completing the sale to the Proposed Purchaser or its assignee, the SELLER shall provide notice of such sale to the BUYER. Any Offered Option Property not sold pursuant to the Bona Fide Offer shall again be subject to this Right of First Refusal. In no event shall any sale, transfer or conveyance of any portion of the Option Property not in accordance with this Agreement be deemed to cause a waiver of the Option or Right of First Refusal.

e. Intentionally Deleted.

f. The provisions of this **Section 27** shall terminate from and after BUYER's exercise of the Option in accordance with **Section 26**.

g. The provisions of this **Section 27** shall expire upon the expiration or termination of the Option.

h. In no event shall the provisions of this **Section 27** (i.e., the "Right of First Refusal") be assigned by BUYER, other than to TIITF, which assignment, in order to be effective, must be delivered to SELLER and include an assumption by TIITF, all in form and substance reasonably acceptable to SELLER.

i. The provisions in this **Section 27** shall survive the Closing.

28. MISCELLANEOUS

a. Headings. The headings contained in this Agreement are for convenience of reference only, and are not to be considered a part hereof and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

b. Severability. If any provision of this Agreement or any other Agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

c. Third Parties. Unless expressly stated herein to the contrary, nothing in this Agreement, whether express or implied, is intended to confer any

rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

d. 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 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.

e. 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.

f. 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.

g. Interpretation. This Agreement shall be interpreted without regard to any presumption or other rule requiring interpretation against the party causing this Agreement or any part thereof to be drafted.

h. Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by the BUYER and the SELLER shall control all printed provisions in conflict therewith.

i. Entire Agreement. This Agreement and the Confidentiality Letter (which is incorporated by reference herein) contains the entire agreement between 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.

j. Waiver. Failure of BUYER to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future enforcement of any such covenant, condition or right; but the same shall remain in full force and effect.

k. 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.

l. WAIVER OF JURY TRIAL. AS INDUCEMENT TO BOTH PARTIES AGREEING TO ENTER INTO THIS AGREEMENT, BUYER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE 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 THE 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 **SECTION 28.l**.

m. Successors in Interest. This Agreement shall be legally binding upon the Parties hereto and their heirs, legal representatives, successors and permitted assigns. This Agreement may not be assigned by either Party, without the other Party's prior written consent, which may be withheld in their sole and absolute discretion; provided, however, that (i) SELLER may assign all of their rights and obligations under this Agreement to a Person(s) who is controlled by stockholders who currently control more than 50% of the voting rights of Parent's outstanding stock pursuant to a Permitted Reorganization or to a Person(s) that acquire(s) all or substantially all of the assets of SELLER other than the citrus facility comprising approximately 500 acres) (subject to the Option and Right of First Refusal, to the extent still in effect); (ii) BUYER may collaterally assign all or a part of its interest in this Agreement and its rights hereunder

and thereunder to the lenders of any third party financing necessary to consummate the transactions contemplated hereby to the extent required by such funding sources, and (iii) BUYER may assign all or a part of its interest in this Agreement and its rights and obligations hereunder or thereunder to any governmental agency organized under the laws of the State of Florida, provided that such assignment will not extend the Closing Date. For purposes hereof, a "Permitted Reorganization" means a merger, consolidation or other capital reorganization or business combination transaction of the Parent with or into another Person such that: (1) the stockholders of Parent immediately prior to such transaction possess at least fifty percent (50%) of the voting power of such Person immediately after such transaction or (2) members of the board of directors of the Parent immediately prior to such transaction possess majority voting power of the board of directors of such Person immediately after such transaction, provided that in the event of (1) and (2) above, the surviving entity and its subsidiaries shall own all or substantially all of the assets of SELLER.

n. Lead Warning Statement. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. SELLER hereby advises BUYER that SELLER believes that there may be lead-based paint and/or lead-based paint hazards in residential structures that are being conveyed to BUYER in this transaction, however, SELLER has no reports or records pertaining to the same. By execution of this Agreement, BUYER acknowledges that it has received a ten-day opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazard and BUYER has received the pamphlet "Protect Your Family from Lead in Your Home".

o. Memorandum of Agreement. The Parties shall execute and deliver at Closing a "Memorandum of Agreement," in form and substance substantially similar to the document attached hereto as **Exhibit 28.o**, which shall be recorded in the public records of the applicable Counties memorializing the Option and the Right of First Refusal set forth in this Agreement, which shall be recorded at the cost and expense of BUYER; it

being understood and agreed that such 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 SELLER'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 BUYER); (ii) during the Exclusive Period, subject and subordinate to the leases permitted under the terms of this 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, 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 SELLER, BUYER hereby agrees to execute and deliver a subordination agreement, in form and substance reasonably acceptable to BUYER and SELLER, evidencing such subordination; provided, however that at Closing, BUYER shall execute and deliver such a subordination agreement in favor of SELLER's then current lender possessing a security interest in the Option Property in form and substance reasonably acceptable to BUYER, SELLER and SELLER's lender.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto as of the date first written above.

SELLERS:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: EDWARD ALMEIDA

Witness: Kay Brasecker
Kay Brasecker

By:
Name: ROBERT H. BUKER, JR.
As its: PRESIDENT & CEO
Date of Execution MAY 11, 2009

SBG FARMS, INC., a Florida corporation

Witness: EDWARD ALMEIDA

Witness: Kay Brasecker
Kay Brasecker

By:
Name: ROBERT H. BUKER, JR.
As its: PRESIDENT
Date of Execution MAY 11, 2009

SOUTHERN GARDENS GROVES
CORPORATION, a Florida corporation

Witness: EDWARD ALMEIDA

Witness: Kay Brasecker
Kay Brasecker

By:
Name: RICKE A. KRESS
As its: PRESIDENT
Date of Execution MAY 11, 2009

BUYER:

ATTEST:

BOARD OF GOVERNING DISTRICT • SOUTH FLORIDA WATER MANAGEMENT DISTRICT • STATE OF FLORIDA SEAL Established 1949

Secretary/District Clerk

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

By:
Name: Eric Buermann
As Its: Chairman
Date of Execution May 13, 2009

[JOINDER OF SOUTH CENTRAL FLORIDA EXPRESS, INC. FOLLOWS]

JOINDER OF SOUTH CENTRAL FLORIDA EXPRESS, INC.

The undersigned, on behalf of SOUTH CENTRAL FLORIDA EXPRESS, INC., a Florida corporation, hereby joins in and agrees to **Section 19.j.** of the Agreement for Sale and Purchase dated 5/09 by and among United States Sugar Corporation, SBG Farms, Inc., Southern Gardens Groves Corporation, collectively, as Seller, and South Florida Water Management District, as Buyer.

SOUTH CENTRAL FLORIDA EXPRESS, INC., a Florida corporation

Witness: _____
EDWARD ALMEIDA

By: _____
Name: MALCOLM S. WADE, JR
As its: PRESIDENT

Witness _____
Kay Brasecker

Date of Execution MAY 11, 2009