

GY DRAFT 11/24/08

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LEASE AGREEMENT

BETWEEN

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

AND

**UNITED STATES SUGAR CORPORATION AND EACH OTHER LESSEE
NAMED BELOW**

This **LEASE AGREEMENT** (this "**LEASE**"), is entered into BETWEEN (herein called the "**Parties**") and each a "**Party**"): the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406, and whose mailing address is Post Office 24680, West Palm Beach Florida 33416-4680, as lessor ("**LESSOR**"); and each of the following, as **LESSEE**: UNITED STATES SUGAR CORPORATION, a Delaware corporation (the "**Parent**"), and SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation (the foregoing Parent and other Persons named as **LESSEE**, individually and collectively and jointly and severally, "**LESSEE**"), all with a mailing address of 111 Ponce DeLeon Avenue, Clewiston, Florida 33440.

WITNESSETH:

WHEREAS, the **LESSOR** is an agency of the State of Florida created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 373, Florida Statutes.

WHEREAS, the **LESSOR** is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Section 373.083, Florida Statutes.

WHEREAS, the **LESSOR** is empowered to lease lands or interests in land, to which the **LESSOR** has acquired title, pursuant to Section 373.093, Florida Statutes.

WHEREAS, **LESSEE**, as seller, and **LESSOR**, as buyer, have entered into that certain Agreement for Sale and Purchase dated as of [* ___*] (the "Agreement for Sale and Purchase") for the Premises (as defined in the Agreement for Sale and Purchase). Unless otherwise defined herein, all capitalized terms used in this **LEASE** shall have the meanings assigned to the same in the Agreement for Sale and Purchase.

WHEREAS, concurrently herewith and pursuant to the Agreement for Sale and Purchase, **LESSOR** has acquired the Premises, which includes the real property described in **Exhibit "A"** attached hereto.

WHEREAS, pursuant to the Agreement for Sale and Purchase, **LESSOR** has agreed to lease the Premises to **LESSEE** for the Permitted Uses (as defined in **Paragraph 2.B.**) subject to the terms and conditions set forth herein and **LESSEE** has represented to **LESSOR** that it is qualified in all respects to operate the Premises under the Permitted Uses.

WHEREAS, the Governing Board of **LESSOR**, at its 2008, meeting has authorized entering into this **LEASE** with **LESSEE**.

WHEREAS, the Board of Directors of Parent, at its [_____], 2008, meeting has duly authorized each **LESSEE** entering into this **LEASE** with **LESSOR**

NOW THEREFORE, in consideration of the duties, responsibilities, obligations and covenants herein contained to be kept and performed by the **LESSEE**, the **LESSOR** does hereby lease to the **LESSEE** the Premises in accordance with the following terms, conditions, covenants and provisions:

1. **Recitals:** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. **Use of Premises:**

A. **LESSEE** and **LESSOR** acknowledge that (i) all citrus trees and groves are owned by **LESSOR** (and any cane stubble remaining on the Premises upon the Expiration Date (as defined herein) pursuant to **Paragraph 22**, it being agreed that **LESSEE** shall continue to own all cane stubble until the Expiration Date), and **LESSEE** is, pursuant to this **LEASE**, entitled only to the fruit and (ii) none of the crops (e.g., citrus fruit and sugar cane) or crop products are owned by the **LESSOR**. **LESSEE** may utilize the Premises solely for the Permitted Uses in accordance with the terms, conditions, covenants and provisions of this **LEASE**. **LESSEE** will not use or permit any use or entry upon the Premises for any other purpose. **LESSEE's** use of the Premises for the Permitted Uses shall be in accordance with the Best Management Practices (as defined below) and consistent with the industry standards. The Premises, including the improvements located thereon are being leased in their "AS IS", "WHERE IS" and "WITH ALL FAULTS" condition. **LESSEE** has examined the Premises to its

complete and total satisfaction and is familiar with the condition thereof, and accepts the same in their present condition. **LESSOR** has made no representations or warranties to **LESSEE** respecting the condition of the Premises. **LESSEE** has had an adequate opportunity to investigate the zoning of the Premises and is satisfied that it can use the Premises in the manner required by this paragraph. **LESSOR** makes no warranty or representation as to the use or potential use to which the Premises may be put.

B. For the purposes of this **LEASE**, the term “Permitted Uses” shall mean the following: (a) all agricultural operations on the Premises, (b) **LESSEE**’s historical business of planting, cultivating, farming, growing, harvesting, storing, fertilizing, transporting and removing citrus and sugar cane; (c) all uses incidental or related to the uses described in clause (b) above, including, without limitation, (i) the planting, cultivating, farming, growing, harvesting, fertilizing, removing, using and selling of appropriate rotation crops and related nursery operations, (ii) the operation of existing railroads adjacent to the Premises and (iii) preexisting residential uses; (d) rock mining (x) under leases existing as of the Commencement Date or (y) as otherwise has been conducted by **LESSEE** solely for use on the Premises (and not for sale to any third party) in connection with its business operations; (e) tenant farming operations; (f) any other historical business operations of **LESSEE** related or ancillary to the agricultural business operations described in clause (b) above or other agreements or leases that are in existence as of the Commencement Date; and (g) any other uses not otherwise described herein for which **LESSEE** obtains **LESSOR**’s prior written approval, which approval may be withheld in **LESSOR**’s sole and absolute discretion.

C. During the Lease Term, **LESSEE** shall maintain its current level of security for the Premises.

D. Furthermore, **LESSEE** shall control and eradicate to the extent practicable, and shall prevent infestation of, Category I and Category II exotic/invasive pest plants and Class I & II prohibited aquatic plants as described on Schedule “1” and Schedule “2” attached hereto and made a part hereof, (“Exotic Pest Plants”). The sale of any Exotic Pest Plants is strictly prohibited and shall be sufficient cause for immediate termination of this **LEASE**. **LESSEE** agrees that its use and occupancy of the Premises shall result in the land being managed and maintained in accordance with applicable Best Management Practices, provided, however, that in no event shall such Best Management Practices or the terms of this **LEASE** require **LESSEE** to remove Exotic Pest Plants from the Premises to the extent such removal is not consistent with past practices of **LESSEE** on the Premises.

E. **LESSEE** shall neither hunt, trap or capture any wildlife upon the Premises nor allow others to do so; provided, however, **LESSEE** through its principals, contractors and employees may control nuisance wildlife in compliance with all state laws.

F. Prescribed burning on the Premises may be done by **LESSEE** provided that each such prescribed burning shall: (a)(i) have been requested by **LESSEE** in writing, (ii) be approved by **LESSOR** in writing, and (iii) be managed by a state approved burn manager; or (b) be conducted without **LESSOR**’s consent or notification, so long as such controlled burning is

regulated under the Division of Forestry's burning program, including the programs for sugar cane burning, citrus tree burning, agricultural container burning, etc. **LESSEE** shall not otherwise knowingly or deliberately set or cause to be set any fire or fires on the Premises.

G. There shall be no fertilization of the Premises, except for fertilization that is in compliance with the applicable Best Management Practices. Additionally there shall be no alterations, improvements or modifications of rangelands, wetlands, swamps or pastures of the Premises (including but not limited to mowing, chopping, disking, plowing, ditching, or digging water holes), other than (i) as is common in the industry, consistent with **LESSEE**'s past practices and specifically allowed in the Best Management Practices, or (ii) is otherwise consented to in writing by **LESSOR**, which consent may be withheld in **LESSOR**'s sole discretion. **LESSEE** shall not cut or remove any standing green or fallen timber from the Premises, other than removal of citrus trees for disease control or otherwise in the ordinary course of **LESSEE**'s business consistent with past practices. **LESSEE** shall not, for any purpose, drive nails, spikes or staples into or otherwise deface or mar any tree on the Premises.

H. The application of herbicides, pesticides, or agricultural chemicals with respect to the Premises, shall comply with the applicable Best Management Practices and shall be limited to those chemicals specified on **Schedule "3"** attached hereto and made a part hereof.

I. Intentionally Deleted.

J. **LESSEE** shall adhere to all management practices described in **Schedule "4"** attached hereto and made a part hereof with respect to the Premises ("**Best Management Practices**").

K. **LESSEE** shall at all times during the **LEASE** Term continuously commence and continue all applicable planting and cultivation of the sugar cane crops and the citrus crops, as and to the extent typically performed by **LESSEE** in **LESSEE**'s ordinary course of business consistent with past practices and in accordance with the Best Management Practices; provided, however, **LESSEE** is not obligated to plant sugar cane on the Premises or continue applicable cultivation with respect thereto after June 30, 2014.

L. So long as **LESSEE** is not in Default under **Paragraphs 7(A)(1), (2) (solely with respect to the failure to pay real estate taxes as required in this Lease), 3 and 4,** **LESSEE** shall have the right to collect and retain all rents derived from the Premises (inclusive of rents paid during the Lease Term under leases that were in effect prior to the Commencement Date); provided, however that: (i) any such rents collected by **LESSOR** during any period of Default shall be applied to any unpaid amounts due hereunder; (ii) **LESSOR** shall provide written notice to **LESSEE** revoking the license described in **Paragraph 2.M** below at the same time as it provides notice to the tenants directing such rents to be paid directly to **LESSOR**; and (iii) in the event that **LESSEE** has cured any such Default, **LESSEE** shall again have the right to receive such rents, whereupon **LESSOR** shall, by written notice to **LESSEE**, reinstate the license and direct such tenants to deliver their respective rent payments directly to **LESSEE**. **LESSOR** shall, on or before the Commencement Date and thereafter, from time to time, as

reasonably requested by **LESSEE**, deliver to each tenant who has a right to occupy the Premises a letter, in form and substance reasonably acceptable to **LESSOR** and **LESSEE**, which directs such tenant to deliver their respective rent payments directly to **LESSEE** during the Lease Term.

M. In addition to the rights granted to **LESSEE** under this **LEASE**, including the provisions set forth in **Paragraph 2.L** above, during the Lease Term, **LESSOR** hereby grants to **LESSEE** a revocable license (which may only be revoked by **LESSOR** in the event of a Default as described in **Paragraph 2.L** above and shall be reinstated pursuant to the terms of such paragraph) granting to **LESSEE** all rights and interest of **LESSOR** under any leases or contracts that have been assigned to and assumed by **LESSOR** on the Closing Date (collectively, the "Related Contracts"), which shall be deemed to include the right to seek any recourse against the applicable parties thereunder for failure to perform thereunder. As consideration for the foregoing license, **LESSEE** hereby agrees, during the Lease Term, to timely: (a) pay all sums directly to the appropriate parties under the Related Contracts and any New Agreements (as defined in **Paragraph 33.P** of this **LEASE**) that become payable and accrue thereunder during the Lease Term; and (b) perform the obligations of **LESSOR** under the Related Contracts and any New Agreements that arise and accrue during the Lease Term. If reasonably requested by **LESSEE**, **LESSOR** agrees to execute authorizations reasonably required to evidence and effectuate the foregoing. **LESSEE** hereby agrees to promptly give **LESSOR** copies of any default notices given or received by **LESSEE** in connection with the Related Contracts or New Agreements.

N. **LESSEE** shall not at any time during the Lease Term, directly or indirectly, hypothecate, mortgage or pledge any of the Premises or any of **LESSEE**'s right, title or interest under this **LEASE**.

3. Lease Term: The **LESSOR** hereby leases the Premises to the **LESSEE** for a lease term (the "Lease Term") commencing [_____, 2009] (the "Commencement Date"), and terminating (unless earlier terminated pursuant to other provisions of this **LEASE**) at 11:59 p.m. on [June 30, 2016 – *NOTE – IF CLOSING UNDER THE AGREEMENT FOR SALE AND PURCHASE OCCURS ON OR AFTER JANUARY 1, 2010, THEN THE EXPIRATION DATE OF THE LEASE SHALL BE JUNE 30, 2017. IF THIS OCCURS, THEN OTHER DATES AND TIME FRAMES WITHIN THIS LEASE MAY HAVE TO BE CONFORMED TO REFLECT SUCH NEW EXPIRATION DATE*] (the termination date of this **LEASE** is herein called the "Expiration Date" and the term of this **LEASE** is herein called the "Lease Term"). Upon mutual agreement, **LESSOR** and **LESSEE** may agree to extend the Lease Term, based upon then prevailing market rents.

4. **Right to Terminate:**

A. Except as otherwise provided in **Paragraph 7**, of this **LEASE**, if either Party fails to fulfill its material obligations under this **LEASE** in a timely and proper manner, the other Party shall have the right to terminate this **LEASE** or exercise other rights and remedies hereunder after giving written notice of default to the applicable Party and an opportunity to cure the same as provided in this **Subparagraph 4.A**. An applicable Party that fails to fulfill its

material obligations under this **LEASE** in a timely and proper manner (except as otherwise provided in **Paragraph 7.** of this **LEASE**) shall have forty-five (45) calendar days from receipt of notice from the other Party to remedy the deficiency. Notwithstanding the foregoing, if such deficiency cannot with due diligence be remedied by the applicable Party within such 45-day period, and if such Party diligently commences to remedy such deficiency within such 45-day period and thereafter prosecutes such remedy with reasonable diligence, the period of time to remedy such deficiency shall be extended to permit a cure period of one hundred and twenty (120) days in the aggregate so long as such Party prosecutes such remedy with reasonable diligence; provided, however that upon request of such Party, the other Party shall, from time to time, consent to an extension of such 120 day period, which consent shall not be unreasonably withheld, so long as the applicable Party is diligently proceeding to cure such deficiency. Such curing Party's request for an extension of time to cure shall be accompanied by a reasonably detailed schedule for completing such cure. A Party shall not be deemed to be in default under the terms of this **LEASE** unless and until a Default has occurred (as defined in **Paragraph 7** below).

B. From and after January 1, 2011, **LESSEE**, in its sole discretion, shall have the right to terminate this **LEASE** by giving a written termination notice to **LESSOR** on or before June 10, 2011 and each June 10th of each calendar year thereafter, whereupon this **LEASE** shall terminate on (a) May 1st of the next calendar year following such notice with respect to the portion of the Premises used in connection with **LESSEE's** sugar cane operations and (b) July 1st of the next calendar year following such notice with respect to the portion of the Premises used in connection with **LESSEE's** citrus operations. For example, if **LESSEE** gives a termination notice to **LESSOR** on June 4, 2011, then this **LEASE** shall terminate on May 1, 2012 with respect to the portion of the Premises used in connection with **LESSEE's** sugar cane operations and on July 1, 2012 with respect to the portion of the Premises used in connection with **LESSEE's** citrus operations.

C. If: (i) **LESSEE** does not timely exercise any applicable ROFR (as defined in and) in accordance with the terms and conditions of **Paragraph 38.** hereof; and (ii) from and after June 30, 2014 until the Expiration Date, **LESSEE** has allowed fallow fields to exist on the Premises (the "Applicable Premises"), **LESSOR** shall have the right, in its sole discretion, to terminate this **LEASE** with respect to the Applicable Premises upon fifteen (15) days written notice to the **LESSEE** and **LESSEE** shall thereupon vacate the Applicable Premises within fifteen (15) days of such written notice in accordance with **Paragraph 22.** of this **LEASE** or be deemed to be holding over pursuant to **Paragraph 23.** of this **LEASE**. In the event of such termination, **LESSEE** shall be deemed to have a non-exclusive right of access until the Expiration Date over and across paved or unpaved roadways or pathways within the Applicable Premises as reasonably necessary for **LESSEE** to continue to have access to the remaining portion of the Premises that is then still subject to the terms of this **LEASE**. From and after the date of the termination of this **LEASE** for all or any portion of the Applicable Premises as provided in this **subparagraph C.**, the annual Rent shall be reduced by Fifty and No/100 Dollars (\$50.00) multiplied by the acreage of such released portion of the Premises.

D. If **LESSEE** does not timely exercise any applicable ROFR, then, at

LESSEE's option, from and after June 30, 2014, **LESSEE** shall have the right to terminate this **LEASE** with respect to all or any portion of the Applicable Premises upon no less than one hundred and eighty (180) days written notice to **LESSOR** (which shall set forth the vacation date) and **LESSEE** shall thereupon vacate the Applicable Premises on such vacation date set forth in **LESSEE's** notice or be deemed to be holding over pursuant to **Paragraph 23** of this **LEASE**. In the event of such termination, **LESSEE** shall be deemed to have a non-exclusive right of access until the Expiration Date over and across paved or unpaved roadways or pathways within the Applicable Premises as reasonably necessary for **LESSEE** to continue to have access to the remaining portion of the Premises that is then still subject to the terms of this **LEASE**. From and after the date of the termination of this **LEASE** for all or any portion of the Applicable Premises as provided in this **subparagraph D.**, the annual Rent shall be reduced by Fifty and No/100 Dollars (\$50.00) multiplied by the acreage of such released portion of the Premises.

E. In the event that **LESSOR** or **LESSEE** terminates this **LEASE** in accordance with **subparagraphs C.** or **D.** above, then, in such event, **LESSEE** agrees to reasonably cooperate with any successor tenants of the Applicable Premises with respect to planting, cultivation and harvesting in order for such tenants to have access to the Applicable Premises over the Premises – if such access is the typical method of accessing the Applicable Premises (upon terms and conditions provided in this **LEASE** for access by private parties) and to reasonably coordinate such operations with **LESSEE's** operations on the remaining portion of the Premises.

F. (i) **LESSOR**, in its sole discretion, and without payment or consideration of any kind to **LESSEE** whatsoever, shall have the right to terminate this **LEASE** for (x) portion(s) of the Premises in an amount not to exceed 10,000 acres in the aggregate (in portions of land which shall be comprised of no less than 2,000 contiguous acres) (collectively, the “**First Partial Release**”) which are to be used in connection with or related to an SFWMD approved restoration project (“**Restoration Project**”) or in exchange for property necessary for the Restoration Project, and/or (y) portion(s) of the Premises in an amount not to exceed 3,000 acres in the aggregate in connection with transfers of such portion(s) of the Premises by **LESSOR** to municipalities or other governmental entities (each, a “**Governmental Transferee**”), with the understanding that if any applicable portion of the Premises is then under cultivation of sugar cane by **LESSEE**, such transfer to the Governmental Transferee shall be made subject to the terms and conditions of the **LEASE** (other than the ROFR under **Paragraph 39.** below) and if any applicable portion of the Premises is not then under cultivation of sugar cane by **LESSEE**, such transfer shall be made free and clear of the **LEASE**. In the case of each of clauses (x) and (y) above, **LESSOR** shall provide written notice to **LESSEE** at least one (1) year prior to any May 1st, as to the portion of the Premises used for **LESSEE's** sugar operations, and any July 1st, as to the portion of the Premises used for **LESSEE's** citrus operations, whereupon this **LEASE** shall terminate as to such portion(s) of the Premises on such May 1st and July 1st, respectively. In the event of such termination, (x) **LESSEE** shall be deemed to have a non-exclusive right of access until the Expiration Date over and across paved or unpaved roadways or pathways within the portion of the Premises released under this subparagraph as reasonably necessary for **LESSEE** to continue to have access to the remaining portion of the Premises that is then still subject to the terms of this **LEASE** and (y) **LESSOR** shall be deemed have the right to have

access over and across paved or unpaved roadways or pathways within the remaining portion of the Premises subject to this **LEASE** as reasonably necessary for **LESSOR** to continue to have access to the portion of the Premises that has been released under this subparagraph.

(ii) **LESSOR**, in its sole discretion, shall have the additional right to terminate this **LEASE** for portion(s) of the Premises which are to be used (x) in connection with or related to a Restoration Project or (y) in exchange for property necessary for a Restoration Project, which portion(s) of the Premises shall in no event exceed 30,000 acres in the aggregate (in portions of land which shall be comprised of no less than 10,000 contiguous acres), (collectively, the "Second Partial Release"), by providing written notice to **LESSEE** on or before December 15, 2013 thereof, whereupon this **LEASE** shall terminate as to such portion(s) of the Premises on December 15, 2015.

(iii) Notwithstanding the foregoing, **LESSEE**, at **LESSEE**'s risk, may elect, by prior written notification to **LESSOR**, to continue farming operations on the real property as to which this **LEASE** has been terminated pursuant to a First Partial Release or a Second Partial Release, as applicable, until **LESSOR**, in its sole and absolute discretion: (x) notifies **LESSEE** in writing that such farming operations are incompatible with the applicable Restoration Project and directs **LESSEE** to cease operations on the date set forth in such notice; or (y) in the event that the First Partial Release or the Second Partial Release is being exchanged with property owned by another party, notifies **LESSEE** in writing that the farming operations of such exchange property owned by such other party are incompatible with the applicable Restoration Project and that such other party has been notified of such in writing and has been directed to vacate its property and that **LESSEE** is directed to cease operations on the date set forth in such notice. If **LESSEE** elects to continue farming operations, **LESSOR** hereby grants **LESSEE** a revocable license to continue such farming operations, which may only be revoked upon the occurrence of (x) or (y) above; provided, however, that as consideration for such revocable license, **LESSEE** hereby agrees that all of the payment and performance terms, conditions and obligations of **LESSEE** under this **LEASE**, and all rights and remedies of **LESSOR** hereunder, shall remain in full force and effect with respect to each portion of the property **LESSEE** continues to farm pursuant to this subparagraph (iii). Each such revocable license granted by **LESSOR** shall automatically terminate upon the occurrence of any Default by **LESSEE** under this **LEASE** or the date of set forth in **LESSEE**'s revocation notice set forth hereinabove. Except as provided above, from and after the date **LESSEE** vacates a portion of the Premises that comprises a First Partial Release and/or Second Partial Release, as applicable, the annual Rent shall be reduced by Fifty and No/100 Dollars (\$50.00) multiplied by the acreage of the applicable First Partial Release and/or Second Partial Release. **LESSOR** and **LESSEE** hereby agree to use mutually reasonable efforts in order for **LESSOR** to provide **LESSEE** with as much time as possible when giving its notice to vacate the First Partial Release and/or Second Partial Release, as applicable, as provided in this subparagraph (iii).

G. In the event any portion of the Premises is transferred with a reservation of **LESSEE**'s rights as provided for in this Paragraph 4, **LESSOR** and **LESSEE** agree that they shall record a memorandum of this **LEASE** in the public records of the applicable Counties memorializing the reservations set forth in this Paragraph 4 such that each applicable

reservation is binding on such transferee, **LESSOR, LESSEE** and their respective successors and assigns.

5. **Rent:**

A. As consideration for the rights conferred upon **LESSEE** by **LESSOR** pursuant to this **LEASE**, **LESSEE** shall pay, in advance, to **LESSOR** a quarterly rental in the amount of * _____ * ("Rent" representing twenty-five percent (25%) of Fifty and No/100 Dollars (\$50.00) per acre multiplied by * _____ * acres [***NOTE – ACTUAL ACREAGE OF PREMISES FROM THE FINAL APPROVED SURVEYS SHALL BE INSERTED AT CLOSING***], which shall be payable (i) on the Commencement Date on a pro-rated based on the number of days for the period beginning on the Commencement Date through and including the last day of the calendar quarter in which the Commencement Date falls and (ii) on the first day of each calendar quarter (i.e. January 1st, April 1st, July 1st, and October 1st) thereafter, through and including the first day of thereafter through and including the final calendar quarter of the sixth year of the Lease Term (with the understanding that Rent shall not be payable during the last twelve (12) months of the Lease Term, i.e., July 1, 2015 to June 30, 2016), together with all applicable sales and use taxes. In addition, **LESSEE** shall be responsible for payment of any and all Additional Rent (as defined in **Paragraph 5.C.** below) throughout the Lease Term as and when due under the terms of this **LEASE**.

B. All payments of Rent, as well as all other amounts due under this **LEASE** from **LESSEE** to **LESSOR** shall be made to **LESSOR** at the following address:

South Florida Water Management District
Attention: _____
Post Office Box 24680
3301 Gun Club Road
West Palm Beach, Florida 33406

RE: Contract # _____

C. This **LEASE** shall be totally and absolutely net to **LESSOR**. In addition to the Rent and Additional Rent stated above, **LESSEE** shall pay all charges for gas, water, sewer, waste removal, dumpster charges, janitorial services, electricity, telephone, and other utility services used by **LESSEE** in connection with the Premises during the Lease Term and any and all other costs, expenses, taxes or obligations of every kind related to the Premises and the use, operation, occupancy thereof during the Lease Term, including obligations arising under recorded or unrecorded documents encumbering or relating to the Premises, if any (to the extent such recorded or unrecorded documents exist on the day immediately preceding the Commencement Date). Without limiting the foregoing, if any charges, costs, expenses, taxes or other monetary obligations of **LESSEE** under this **LEASE** are not paid by **LESSEE** as and when due, after expiration of all applicable grace and notice periods, **LESSOR**, without limiting any of its other rights and remedies under this **LEASE**, shall have the right, but not the obligation, to pay any of the foregoing, and the amount of the expense or cost of any such obligations so paid by **LESSOR** shall thereupon become due to **LESSOR** from **LESSEE** within

five (5) days following **LESSOR's** written demand, together with interest accruing on such amount at the highest rate allowed by law if not paid to **LESSOR** within such five (5) day period, as "Additional Rent".

D. If any Rent due from **LESSEE** to **LESSOR** hereunder is not received by **LESSOR** on or before the date due, then, in addition to all other rights and remedies available to **LESSOR** under this **LEASE**, **LESSOR** at **LESSOR's** sole option may either: (i) charge **LESSEE** a late fee equal to five percent (5%) of the installment of Rent not paid when due; or (ii) charge interest on the installment of Rent not paid when due at the highest rate allowed by law from the date due until the date received by **LESSOR** in immediately available funds.

6. **Real Estate Taxes:**

A. **LESSEE** understands and agrees that upon execution of this **LEASE**, the Property shall be placed upon the tax rolls of the county in which the Premises is located without state government exempt status, but with any agricultural use exemption that **LESSEE** obtains, provided that **LESSEE** shall be solely responsible for obtaining and maintaining the agricultural exemption. **LESSOR** agrees that it will not take any affirmative action during the Lease Term which removes the agricultural use exemption. **LESSOR** may, in **LESSOR'S** sole and absolute discretion, record a Memorandum of **LEASE**, executed by the **LESSOR**. **LESSEE** shall pay all real property taxes, intangible property taxes and personal property taxes, as well as all assessments, including but not limited to pending, certified, confirmed and ratified special assessment liens, accrued or levied with respect to the Premises or this **LEASE** during the Lease Term. The amount of taxes or assessments will be determined by the county property appraiser. **LESSEE** acknowledges that it shall be liable for such real property taxes, personal property taxes and intangible taxes, and assessments as are applicable for the Premises and this **LEASE**, during the period in which this **LEASE** is in effect.

B. **LESSEE** shall pay such taxes and assessments promptly upon receipt of an assessment notice from the taxing authority but no later than their due date, and shall furnish proof of such payment to the **LESSOR's** Division of Procurement and Contract Administration (see **Paragraph 5.B.** above) within 30 days of payment. Any penalties or late fees incurred for failure to pay said taxes and assessments shall be the responsibility of the **LESSEE**.

C. With respect to **LESSEE's** obligation to pay real estate taxes under this **LEASE**, in the event the assessing authority permits any tax assessments to be paid in installments, **LESSEE** may exercise the option to pay the same in installments and shall pay all such installments that relate to the Lease Term as the same respectively become due and before they become delinquent, and provided that any such assessments which relate to a fiscal period for the taxing authority, part of which period is included in the Lease Term and a part of which is included in a period of time prior to or after the Lease Term, shall be allocated and prorated between **LESSOR** and **LESSEE** as of the Expiration Date of this **LEASE**. Taxes shall be prorated based on the tax for the year of the Expiration Date with due allowance made for exemptions and/or special classifications, if any. If the assessment for the year of the Expiration Date is not available, then taxes will be prorated on the prior year's tax. Any tax proration based

on an estimate shall be subsequently readjusted at the request of either Party upon receipt of a tax bill. Upon the Expiration Date, **LESSEE** shall pay all real property taxes accrued with respect to the Premises in accordance with Section 196.295, Florida Statutes, if applicable. The provisions of this subparagraph shall survive the Expiration Date.

D. **LESSEE** shall have the right to contest the amount or validity of any real property taxes or any assessment liens (“Tax Claims”), by appropriate legal proceedings in good faith and with due diligence, provided that this shall not be deemed or construed in any way as relieving, modifying or extending **LESSEE**’s covenants to pay or its covenants to cause to be paid any such charges at the time and in the manner provided in this **LEASE** or operate to relieve **LESSEE** from its other obligations hereunder, and shall not cause the sale of the Premises, or any part thereof, to satisfy the same. **LESSOR** agrees to join in any such proceedings if the same is necessary or required by **LESSEE** to legally prosecute such contest of the validity of such Tax Claims upon the reasonable request of **LESSEE**; provided, however, **LESSOR** will not be required to join in any such proceeding wherein the Tax Claims are imposed by **LESSEE**, provided **LESSOR** does not require its own joinder in connection with such Tax Claims. **LESSEE** shall be entitled to any refund of any Tax Claims and such charges and penalties or interest thereon which have been paid by **LESSEE**. In the event that **LESSEE** fails to pay any Tax Claims when due or fails to diligently prosecute any contest of the same, **LESSOR** may, upon thirty (30) days advance written notice to **LESSEE**, pay such charges together with any interest and penalties and the same shall be repayable by **LESSEE** to **LESSOR** pursuant to Paragraph 5.C above; provided that, should **LESSOR** reasonably determine that the giving of such notice would risk loss to the Premises, or portion thereof, then **LESSOR** shall give such written notice as is appropriate under the circumstances. Nothing herein shall be deemed to limit **LESSOR**’s right to file any Tax Claims for any real property taxes or any assessment liens that are imposed for the period after the Expiration Date.

7. **Default; Remedies:**

A. Failure by the **LESSEE** to perform or abide by any material term, provision, covenant, agreement, undertaking or condition of this **LEASE**, after the expiration of all applicable grace and notice periods, if any, set forth in this **LEASE**, including Paragraph 4.A above, shall constitute a material default (a “Default”) of this **LEASE** for which the **LESSOR** may exercise all such rights and remedies as provided at law, in equity or under this **LEASE** (provided, however, that the foregoing materiality standard for the failure to perform or abide by a term, provision, covenant, agreement, undertaking or condition of this **LEASE** shall not apply to any such matter that is already qualified to a materiality standard). Without limiting the foregoing, notwithstanding the notice and cure rights under Paragraph 4.A above, the failure of **LESSEE** to comply with any of the following within the cure period, if any, specified for any such breach or failure, shall constitute an immediate Default by **LESSEE** under this **LEASE**:

(1) Failure of **LESSEE** to pay any installment of Rent hereunder when payment is due. Notwithstanding the foregoing, **LESSEE** shall have one (1) five day grace period following written notice of non-payment from **LESSOR** of one installment of Rent in any twelve (12) month period during the Term of this **LEASE**.

(2) Failure of **LESSEE** to pay any Additional Rent or other monetary obligation within five (5) days following **LESSOR**'s written demand therefore.

(3) Failure of **LESSEE** to maintain all insurance coverages required hereunder in full force and effect at all times during the Term of this **LEASE**.

(4) Failure of the **LESSEE** to replenish the Security Deposit in accordance with **Paragraph 33.B.** of this **LEASE**.

B. Upon the occurrence of a Default under this **LEASE**, **LESSOR** shall have the right, with or without notice or demand, to exercise all such rights and remedies granted or available under this **LEASE**, the laws of the State of Florida, federal law and/or common law (including, without limitation, the right to terminate this **LEASE**) without limiting any of the other remedies that **LESSOR** may have under this **LEASE**.

C. Mediation: In the event a dispute arises which the Parties cannot resolve between themselves, the Parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties, and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law.

8. **Notices:** All notices to the **LESSEE** under this **LEASE** shall be in writing and sent by certified mail return receipt requested, any form of overnight mail delivery or hand delivery to:

If to **LESSEE:** 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, FL 33301-4206
Attention: Rick Burgess, Esq. and Robert
Hackleman, Esq.
Fax: (954) 523-1722

If to **LESSOR:** South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Attention: Executive Director and General Counsel
Telefax: (561) 681-6233

With a copy to: Chairman of the Governing Board
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, Florida 33406
Attention: Executive Director
Telefax: (561) 681-6233

With a copy to: Florida Department of Environmental Protection
3900 Commonwealth Boulevard, M.S. 49
Tallahassee, FL 32399
Attention: Secretary
Telefax: 850-245-2021

All notices required by this **LEASE**, provided they are addressed as set forth above, shall be considered delivered: (i) on the date delivered if by hand delivery, (ii) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed by certified mail return receipt requested and (iii) one day after such notice is deposited with any form of overnight mail service for next day delivery. Either Party may change its address by providing prior written notice to the other of any change of address.

9. **Relationship between Parties:** Nothing contained in this **LEASE** shall be construed to create the relationship of principal and agent, partnership, joint venture or any other relationship between the Parties hereto other than the relationship of **LESSOR** and **LESSEE**.

10. **Assignment and Subletting:**

A. The **LESSEE** shall not assign, delegate or otherwise transfer all or any part of its rights and obligations as set forth in this **LEASE** collectively ("Assignment") or sublease all or any portion of the Premises ("Sublease") without the prior written consent of the **LESSOR** in each instance, which consent may be withheld by **LESSOR** in **LESSOR's** sole and absolute discretion; provided, however, that notwithstanding the foregoing, **LESSOR's** consent to an Assignment shall not be unreasonably withheld so long as **LESSEE** complies with subparagraph C, below. Any Assignment made by **LESSEE** without the prior written consent of **LESSOR** shall be void and of no force or effect.

B. In the event **LESSOR** does permit an Assignment by **LESSEE**, then the assignee shall automatically be deemed to have assumed all duties, responsibilities and obligations of **LESSEE** under this **LEASE** from and after the effective date of the Assignment (including, without limitation, the funding of the Security Deposit Fund pursuant to Paragraph 33.B, below) and the **LESSEE** shall, upon such Assignment, be automatically released of its duties, responsibilities or obligations under this **LEASE** from and after the effective date of the Assignment; provided, however, that **LESSEE** shall not be released with respect any of the representation, warranties, duties, responsibilities, liabilities or obligations under this **LEASE** for

matters or conditions arising, occurring or existing prior to the effective date of any Assignment. Any sale or other transfer of at least a fifty percent (50%) majority interest of the voting stock of **LESSEE** if **LESSEE** is a corporation (including by way of merger or consolidation), or any sale or other transfer of at least fifty percent (50%) of the general partnership interest in the event **LESSEE** is a general partnership or limited partnership, shall constitute an Assignment for purposes of this **LEASE**.

C. If **LESSEE** shall desire **LESSOR's** consent to any Assignment, **LESSEE** shall notify **LESSOR**, which notice shall include: (a) the name and address of the proposed assignee; (b) the proposed effective date (which shall not be less than 45 nor more than 180 days after **LESSEE's** notice); (c) reasonable evidence that the proposed assignee has the financial ability to perform its obligations under this **LEASE**; and (d) reasonable evidence that the proposed assignee is experienced in the operation of the Premises for agricultural operations, and such other information as **LESSOR** may reasonably require. In the event that **LESSOR** does not provide written notice of its approval or disapproval of a proposed Assignment within thirty (30) days after receipt of written request from **LESSEE**, then such Assignment shall be deemed to be approved by **LESSOR**.

D. Notwithstanding anything herein to the contrary, **LESSEE** shall have the right to assign its rights under this **LEASE** to an affiliate or subsidiary of **LESSEE** (i.e., an entity in which at least one of the entities comprising **LESSEE** owns more than a 50% voting interest or otherwise effectively controls the same), without **LESSOR's** consent, provided, however, **LESSEE** agrees to give **LESSOR** a copy of the fully executed assignment and assumption of this **LEASE** evidencing such transfer and **LESSEE** shall not be released from its obligations hereunder.

E. Notwithstanding anything to the contrary contained in this **LEASE**, including this **Paragraph 10**, **LESSEE** shall have the right to enter into licenses or Subleases for other parties to use all or portions of the Premises for agricultural crop production without **LESSOR's** consent to the extent the same are entered into in the ordinary course of **LESSEE's** business consistent with past practices and such licensee or sublessee agrees to comply with Best Management Practices.

F. Notwithstanding anything to the contrary contained in this **LEASE**, upon the Expiration Date, **LESSEE** shall assign to **LESSOR** all permits obtained by **LESSEE** in connection with the Premises to the extent such permits are assignable. To the extent that any licenses or permits that are required for the operation of the Permitted Uses have been assigned to **LESSOR** prior to or during the Lease Term, then **LESSOR** shall take such actions as are reasonably requested by **LESSEE** in order to maintain such licenses and permits in full force and effect during the Lease Term.

11. **Permits and Approvals:**

A. The **LESSEE** shall obtain all federal, state, local, and other governmental approvals and permits necessary for the occupancy, use, maintenance and operation of the

Premises, as well as all necessary private authorizations and permits prior to the Commencement Date and shall maintain same throughout the term of this **LEASE**. Within five (5) days of demand by **LESSOR** to **LESSEE**, **LESSEE** shall provide and/or make available to **LESSOR** copies of all permits and authorizations that **LESSEE** is required to obtain pursuant to the provisions of this **LEASE**.

B. The **LESSEE** shall also obtain, and maintain throughout the term of this **LEASE**, any and all applicable **LESSOR (South Florida Water Management District)** permits, including but not limited to **LESSOR** Right of Way Permits and Consumptive Use Permits, as well as permits required by any of the Counties, if applicable. **LESSEE** acknowledges that there is no guarantee that **LESSEE** will receive any permits.

C. The **LESSEE** shall be responsible for compliance with all permit terms and conditions applicable to the Premises, including but not limited to those terms and conditions required by Environmental Resource Permits, Consumptive Use Permits, Surface Water Management Permits, Wetlands Resource Management Permits, Works of the District Permits, and Right of Way Permits issued by **LESSOR** with respect to the Premises. **LESSEE** further acknowledges that **LESSEE's** responsibility for compliance with all permit terms and conditions applicable to the Premises, shall include, but not be limited to, operating and maintaining the surface water management system and mitigation areas on the Premises in accordance with all permit requirements.

12. **Compliance with Laws, Rules, Regulations and Restrictions:** **LESSEE** shall comply with, and be the responsible entity for remedying all violations of, all applicable federal, state, local and **LESSOR** laws, ordinances, rules and regulations, permits, and private restrictions, applicable to the Premises and **LESSEE's** operations conducted thereon and occupancy thereof, as well as **LESSEE's** performance of this **LEASE**. **LESSOR** undertakes no duty to ensure such compliance. All rules and regulations under Chapter 373, Florida Statutes pertaining to the Premises remain in full force and effect.

13. **Indemnification:** For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the **LESSEE** shall defend, indemnify, save, and hold the **LESSOR** harmless from and against any and all claims, suits, judgments, loss, damage and liability incurred by **LESSOR**, including but not limited to reasonable attorney's fees and costs incurred by **LESSOR**, ("Loss") which arise(s) directly, indirectly or proximately as a result of **LESSEE's** or its officers', employees', contractors' or agents' use or occupation of the Premises, its operations conducted on the Premises, or from the performance or non-performance of any term, condition, covenant, obligation or provision of this **LEASE** by **LESSEE**, even if such Loss is caused by negligence on the part of **LESSOR**, but not **LESSOR's** or its officers' or employees' gross negligence or willful misconduct. **LESSEE** acknowledges that it is solely responsible for compliance with the terms of this **LEASE**. **LESSOR** shall have the absolute right to choose its own legal counsel in connection with all matters indemnified for and defended against herein and to the extent that **LESSEE** is providing such defense, **LESSEE** shall have the right, to the fullest extent permitted by law, to assert any defenses that are available to **LESSOR** in such matter.

14. **LESSEE's Property at Risk:** All of **LESSEE's** personal property, equipment and fixtures located upon the Premises shall be at the sole risk of **LESSEE** and **LESSOR** shall not be liable under any circumstances for any damage thereto or theft thereof. In addition, **LESSOR** shall not be liable or responsible for any damage or loss to property or injury or death to persons occurring on or adjacent to the Premises resulting from any cause, including but not limited to, defect in or lack of repairs to the improvements located on the Premises, unless the same is caused by **LESSOR's** gross negligence or willful misconduct..

15. **Attorney's Fees:** In any litigation arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs from the other Party.

16. **Insurance: [TO BE DETERMINED]**

A. Unless otherwise agreed in writing by **LESSOR** and **LESSEE**, including, without limitation, to the extent provided in **Schedule "5"**, **LESSEE** shall procure and maintain throughout the Lease Term at **LESSEE's** sole cost and expense the following types of insurance:

(1) **Worker's Compensation Insurance:** Worker's Compensations insurance up to the limits specified by Florida Statute. Notwithstanding the number of employees or any other statutory provisions to the contrary, the Worker's Compensation Insurance shall extend to all employees of the **LESSEE**. The Worker's Compensation Insurance policy required by this **LEASE** shall also include Employer's Liability.

(2) **Liability Insurance:** Comprehensive General Liability Insurance relating to the Premises and its improvements and appurtenances, which shall include, but not be limited to, Premises and Operations; Independent Contractors, Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, bodily injury, personal injury, and property damage that could arise directly, indirectly or proximately from the performance of this **LEASE**. The minimum limits of coverage shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability. The limits of comprehensive general liability insurance shall in no way limit or diminish the **LESSEE's** liability under **Paragraph 13** hereof and (B) Umbrella liability insurance containing minimum limits of Fifty Million and No/100 Dollars (\$50,000,000.00) for the Premises.

(3) **Business Automobile Liability Insurance:** Business Automobile Liability Insurance which shall have minimum limits of \$5,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include owned, hired, non-owned and employee non-ownership coverage.

(4) **Casualty Insurance:** Property insurance insuring against loss or damage customarily included under so called "all risk" or "special form" policies which shall include fire and extended coverage insurance including loss caused by any type of windstorm or hail (including Named Storms), on all buildings and structures on the Premises in an amount which will equal the replacement cost of such buildings and structures.

(5) **Environmental Impairment Insurance:** Environmental Impairment Insurance or an equivalent alternative in amount of \$5,000,000. Said policy or equivalent alternative must provide coverage for on-site clean-up and third-party claims for unknown pre-existing conditions & new conditions. Coverage must include all above-ground storage tanks, with limits not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Acquisition of this insurance shall in no way limit or diminish the **LESSEE's** liability under **Paragraph 18.F.** hereof.

B. Proof of Insurance: The **LESSEE** shall provide the **LESSOR** with insurance certificates for all insurance required pursuant to this **LEASE** as proof of insurance prior to the Commencement Date and each year, upon renewal, thereafter. Upon request, **LESSEE** shall provide **LESSOR** with complete copies of the policies. The **LESSEE** shall, upon request by the **LESSOR**, have its insurance agent provide certified copies of all insurance coverage required by this **LEASE**. Such copies shall be provided within ten (10) days of request or, with respect to any renewal or replacement policies, as soon as such policies are available from the applicable insurer. All insurance required under this **LEASE** shall be written by a financially sound company acceptable to **LESSOR** with a rating of "A VIII" or better with AM Best or a "A" or better with S&P and shall name the **LESSOR** as loss payee and/or as additional insured as their interests may appear (with the exception of Workers Compensation coverage). Said policies shall contain a waiver of subrogation or equivalent in favor of the **LESSOR**.

C. Notice of Insurance Cancellation: The **LESSEE** shall notify **LESSOR** at least thirty (30) days prior to cancellation or modification of any insurance required by this **LEASE**. Insurance required under **Paragraphs 16.A.(2), (3), (4), and (5)** above of this **LEASE** shall contain a provision that it may not be cancelled until thirty (30) days after written notice to **LESSOR** (with the exception of ten (10) days notice for non-payment of premium), if available. In the event **LESSEE** fails to obtain and keep any insurance required hereunder in full force and effect, **LESSOR** may at its option obtain such policies and **LESSEE** shall pay to **LESSOR** the premiums therefore, together with interest at the maximum rate allowed by law, upon demand as Additional Rent.

D. Subcontractor Insurance: It shall be the responsibility of the **LESSEE** to ensure that all subcontractors are adequately insured, including, but not limited to, Workers Compensation coverage.

E. Self-Insurance. Notwithstanding anything herein to the contrary, **LESSEE** shall have the right to self-insure against the risks covered in this **Paragraph 16** and all subparagraphs thereto upon providing satisfactory evidence to **LESSOR** of **LESSEE's** ability to self-insure.

F. Casualty.

(1) In the event of a loss or damage to all or any portion of the Premises due to fire or other casualty during the Lease Term, then **LESSEE** shall have the option of restoring such loss or damage, by electing to do so in a written notice to **LESSOR** within one hundred and twenty (120) days after such loss or damage.

(2) In the event that **LESSEE** elects to restore such loss or damage as provided above, then: (i) if the cost of such restoration is determined to be less than or equal to \$500,000, then **LESSOR** shall instruct the insurance company that the insurance proceeds for restoration shall be paid directly and solely to **LESSEE**; or if paid jointly to **LESSEE** and **LESSOR**, **LESSOR** shall immediately endorse such check payable to the order of **LESSEE**; or (ii) if the cost of such restoration is determined to be more than \$500,000, then **LESSEE** and **LESSOR** shall endorse any checks received so that the insurance proceeds can be paid into a bank account controlled by a mutually and reasonably acceptable third party escrow agent that will disburse the insurance proceeds to **LESSEE** from time to time as restoration progresses in order for **LESSEE** to timely pay all invoices related to same in accordance with the terms of a mutually and reasonably agreed upon escrow agreement, with any excess or surplus following completion of restoration to be paid to **LESSEE**. **LESSOR's** consent shall not be required for the type, plans or manner of such restoration; provided, however, the same shall be completed in accordance with applicable laws.

(3) In the event that **LESSEE** does not elect to restore such loss or damage as provided above, then insurance proceeds for the property damage shall be paid to **LESSOR** with all other recoveries being paid to the **LESSEE**. In such event, **LESSEE** shall also pay to **LESSOR** the amount of any deductible under such insurance or a lesser amount if the reasonably estimated cost to repair or replace such casualty is less than the full amount of the deductible.

(4) Notwithstanding anything contained herein to the contrary, to the extent that **LESSEE** elects to restore any loss or damage to the Premises under subparagraphs (1) and (2) above, **LESSEE** may solely settle and adjust any claim with the insurance company regarding the amount to be paid for any loss or damage under insurance as to which **LESSOR** is named as an additional insured and/or loss payee without **LESSOR's** participation or consent (except that **LESSOR** shall cooperate in executing any documents relating to such settlement or adjustment, upon **LESSEE's** request); otherwise, if **LESSEE** does not elect to restore any loss or damage to the Premises as provided above, then **LESSOR** shall have the right to settle and adjust any claims with the insurance company for insurance proceeds for property damage under insurance as to which **LESSOR** is named as an additional insured and/or loss payee without **LESSEE's** participation or consent (except that **LESSEE** shall cooperate in executing any documents relating to such settlement or adjustment, upon **LESSOR's** request). In no event shall **LESSOR** have any claims or rights with respect to any business interruption/loss insurance proceeds which are payable under any insurance maintained by **LESSEE**.

17. **Notice to LESSOR Concerning Specific Acts:** The **LESSEE** agrees to immediately report any incidence of the following to the **LESSOR**:

A. Fire (other than controlled burning permitted pursuant to the terms of this **LEASE**)

B. Death or injury resulting in potential death or permanent disability.

C. Poaching and trespassing

D. Any hazard, condition or situation that is reasonably likely to (i) become a material liability to the **LESSOR**, or (ii) materially damage the Premises or improvements on the Premises of the **LESSOR**.

E. Any activity observed by **LESSEE** on the Premises that **LESSEE** should reasonably know is a violation of rules and regulations promulgated by the **LESSOR**, the Florida Fish and Wildlife Conservation Commission or any other State or local agency.

F. Any written notice of any violation of applicable Federal, State or local laws received by **LESSEE** from the applicable governmental authority.

G. Disposition of pollutants or contaminants per **Paragraph 18** hereof.

18. **Hazardous Materials and Pollutants.**

A. For purposes of this **LEASE**:

(1) “Pollutant” shall mean any hazardous or toxic substance, chemical, material, or waste of any kind, petroleum, petroleum product or by-product, contaminant or pollutant as defined or regulated by Environmental Laws.

(2) “Disposal” shall mean Pollution as defined in § 376.301(37) of the Florida Statutes Annotated (provided that for purposes of this **Paragraph 18(ii)**, “pollutants” in § 376.301(37) shall mean Pollutants as defined in **Paragraph 18(i)** of this **LEASE**) and the release, storage, use, handling, discharge or disposal of Pollutants.

(3) “Environmental Laws” shall mean any applicable federal, state or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

B. During the Lease Term, **LESSOR** shall have the right to cause the Premises to be monitored in accordance with the Best Management Practices to be developed by mutual agreement by **LESSOR** and **LESSEE**.

C. Prior to the Commencement Date, **LESSOR** has performed Buyer’s Environmental Assessment pursuant to the Agreement for Sale and Purchase and performed sampling in those areas of the Premises where **LESSOR** identified concerns regarding the likely presence of Pollutants. Pursuant to the Agreement for Sale and Purchase, **LESSOR** has agreed to perform certain responsibilities for the Remediation of the Pollutants Identified in the Buyer’s Environmental Assessment. **LESSEE and LESSOR** have no responsibility or liability under the terms of this **LEASE** for the Remediation of the Disposal of Pollutants Identified in Buyer’s Environmental Assessment and such Disposal of Pollutants that occurred prior to the Commencement Date.

D. **LESSEE** shall not cause or permit the Disposal of any Pollutants upon the

Premises, or upon adjacent lands, during the Lease Term, which violates Environmental Laws. Any Disposal of a Pollutant, whether caused by **LESSEE** or any other third party, in violation of Environmental Laws shall be reported to **LESSOR** immediately upon the knowledge thereof by **LESSEE**.

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

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

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

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

extent provided in subparagraph C above.

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

19. **Discrimination:** The **LESSEE** shall ensure that no person shall, on the grounds of race, color, creed, national origin, handicap, or sex, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity under this **LEASE**. The **LESSEE** shall take all measures necessary to effectuate these assurances.

20. **Publicity:** Prior to engaging in any discussions with the news media pertaining to this **LEASE**, the **LESSEE** shall notify the **LESSOR'S** Office of Communications and obtain **LESSOR's** prior written consent, which may be given electronically. This includes news releases, media requests for interviews, feature articles, fact sheets, or similar promotional materials.

21. **Affidavit Regarding Ability to Enter into LEASE with State Agency:** The **LESSEE**, by its execution of this **LEASE**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **LESSOR** is a convicted vendor or, if the **LESSEE** or any affiliate of the **LESSEE** has been convicted of a public entity crime, a period longer than 36 months has passed since that person was placed on the convicted vendor list. The **LESSEE** further understands and accepts that this **LEASE** shall be either voidable by the **LESSOR**, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, F.S. The **LESSOR**, in the event of such termination, shall not incur any liability to the **LESSEE** for any work or materials furnished.

22. **Vacation of Premises:** Upon the expiration or termination of this **LEASE**, the **LESSEE** shall promptly vacate and surrender the Premises to **LESSOR**. The **LESSEE** shall remove all personal property of the **LESSEE** and shall restore the Premises to its original condition existing as of the Commencement Date of this **LEASE**, subject to reasonable wear and tear, casualty not subject to restoration pursuant to Paragraph 16.F and property taken by condemnation pursuant to Paragraph 36, within a period not to exceed five (5) calendar days from the Expiration Date. Notwithstanding anything in this **LEASE** to the contrary, **LESSEE**, at its sole cost and expense, shall clean up and remove all abandoned personal property (including but not limited to mobile home trailers), refuse, garbage, junk, rubbish, solid waste, trash and debris from the Premises and shall deliver the Premises with cane stubble thereon to the extent the same exists from the then last harvest and, except as provided in Paragraph 2.K above, **LESSEE** is not obligated to replant any harvested crops or to disk any portion of the Premises after any harvest by **LESSEE**.

23. **Holding Over** Any holding over without **LESSOR** consent shall constitute a Default by **LESSEE** and entitle **LESSOR** to reenter the Premises and collect monthly rent of \$250 per acre, together with the Additional Rent.

24. **Insolvency or Bankruptcy:** The appointment of a receiver to take possession

of all or substantially all of the assets of **LESSEE**, or an assignment of **LESSEE** for the benefit of creditors, or any action taken or suffered by **LESSEE** under any insolvency, bankruptcy, reorganization or other debtor relief proceedings, whether now existing or hereafter amended or enacted, shall at **LESSOR's** option constitute a breach of this **LEASE** by **LESSEE**. Upon the happening of any such event or at any time thereafter, this **LEASE** shall terminate five (5) days after written notice of termination from **LESSOR** to **LESSEE**. In no event shall this **LEASE** be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings or otherwise and in no event shall this **LEASE** or any rights or privileges hereunder be an asset of **LESSEE** under any bankruptcy, insolvency, reorganization or other debtor relief proceedings.

25. **Sale by LESSOR:** Notwithstanding anything contained in this **LEASE** to the contrary, in the event of a sale or conveyance by **LESSOR** of the Premises or any portion thereof or in the event of an assignment of this **LEASE** by **LESSOR**, any such assignment, sale or conveyance shall automatically operate to release **LESSOR** from any future liability upon any of the terms, provisions, covenants or conditions, express or implied, herein contained in favor of **LESSEE**, provided that the purchaser of the Premises or assignee of this **LEASE** executes a non-disturbance agreement in favor of **LESSEE** and agrees to be bound by the terms of this **LEASE** and in such event **LESSEE** agrees to look solely to the successor in interest of **LESSOR** in and to this **LEASE**. This **LEASE** shall not be affected by any such sale, and **LESSEE** agrees to attorn to the purchaser or assignee.

26. **Estoppel Confirmation:** **LESSEE** and **LESSOR** shall, within seven (7) days after written request of the other Party, execute an estoppel letter regarding the status of this **LEASE** which may be relied upon by any lender, mortgagee or purchaser of the Premises or the Crops and any assignee of either Party's interest in this **LEASE**. Such estoppel letter shall confirm the terms, conditions and provisions of this **LEASE**; that this **LEASE** is in full force and effect; that this **LEASE** is unmodified, or if modified, the provisions of any modifications; that neither **LESSOR** nor **LESSEE** is in default of any of the terms, conditions or provisions of this **LEASE**; that **LESSEE** has no offsets, counterclaims or defenses to the payment of any Rent or Additional Rent; that **LESSEE** has no options to renew or purchase, and any other statements which **LESSOR** or **LESSEE** reasonably requests. In the event **LESSEE** or **LESSOR** fails to comply with any of the foregoing, such failure to comply shall automatically be deemed a confirmation by such Party that all items contained in the estoppel letter requested by the other Party are true and correct and any lender, mortgagee or purchaser of the Premises or the Crops, and any assignee of **LESSOR's** interest in this **LEASE** may rely on such confirmation.

27. **Capital Improvements and Alterations:**

A. **LESSEE** shall not make any alterations, additions or improvements, whether capital, internal or external, (collectively, "Alterations") in, on or to the Premises or any part thereof without the prior written consent of **LESSOR**, which consent may be withheld in **LESSOR's** sole and absolute discretion.

B. Any Alterations to the Premises, except for **LESSEE's** movable furniture and

equipment, shall immediately become **LESSOR's** property and, at the end of the Lease Term, shall remain on the Premises without compensation to **LESSEE**; provided, however, that any such movable furniture and equipment, otherwise belonging to **LESSEE**, but remaining on the Premises at the expiration or other termination of this **LEASE** shall also become the property of **LESSOR**.

C. In the event **LESSOR** consents to the making of any Alterations by **LESSEE**, the same shall be made by **LESSEE**, at **LESSEE's** sole cost and expense, in accordance with the plans and specifications previously approved in writing by **LESSOR**. **LESSEE** shall comply with all applicable laws, including but not limited to Construction Lien Law of the State of Florida, ordinances, regulations, building codes, and obtain all required permits, inspections, and certificates as may be required by all governmental agencies having jurisdiction thereof.

28. **Liens**

A. **LESSEE** shall keep the Premises free from any liens, including, but not limited to mechanic's liens, arising out of any work performed, materials furnished or obligations incurred by **LESSEE**.

B. The **LESSEE** herein shall not have any authority to incur liens for labor or material on the **LESSOR's** interest in the Premises and all persons contracting with the **LESSEE** for the destruction or removal of any building or for the erection, installation alteration, or repair of any building or other improvements on the Premises and all materialmen, contractors, mechanics and laborers, are hereby charged with notice that they must look to the **LESSEE** and to the **LESSEE's** interest only in the Premises to secure the payment of any bill for work done or material furnished during the rental period created by this **LEASE**.

C. In the event that **LESSEE** shall not, within twenty (20) days following the imposition of any such lien, cause the same to be released of record by payment or posting of a property bond, **LESSOR** shall have, in addition to all other remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by **LESSOR**, including, but not limited to reasonable attorney's fees and expenses incurred by it in connection therewith, together with interest at the maximum rate allowed by law, shall be considered Additional Rent and shall be payable to **LESSOR** by **LESSEE** on demand.

D. **LESSOR** shall have the right at all times to record in the public records or post and keep posted on the Premises any notice permitted or required by law, or which **LESSOR** shall deem proper, for the protection of **LESSOR**, the Premises, the improvements located thereon and any other Party having an interest therein, from mechanic's and materialmen's liens, and **LESSEE** shall give to **LESSOR** at least thirty (30) days prior notice of commencement of any construction on the Premises.

E. Pursuant to Sections 713.01(21) and 713.10, the interest of **LESSOR** in the Premises and the improvements located thereon shall not be subject to liens for improvements made by **LESSEE** and such liability is expressly prohibited.

F. Notwithstanding anything to the contrary contained in this **LEASE**, **LESSEE** may from time to time grant to certain lenders selected by **LESSEE** and its affiliates (the "Lenders") a lien on and security interest in all assets and personal property located on the Premises and owned by **LESSEE**, including, but not limited to, all crops (e.g., citrus and sugar cane), crop products, accounts receivable, inventory, goods, machinery and equipment owned by **LESSEE** (but expressly excluding **LESSEE**'s right, title and interest in, to or under this **LEASE**) ("LESSEE's Property") as collateral security for the repayment of any indebtedness to the Lenders and all amendments, modifications and renewals thereof, which principal amount of such indebtedness shall in no event exceed \$300,000,000 at any one time (the "Indebtedness"). The Lenders may, in connection with any foreclosure or other similar action relating to the **LESSEE's Property**, enter upon the Premises (or permit their representatives to do so on their behalf) in order to implement an action for default, foreclosure and/or any other remedy that Lenders may have against **LESSEE** and/or **LESSEE's Property** under the terms and conditions of the Indebtedness without liability to **LESSOR**, to the extent any of **LESSEE's Property** is located on the Premises. The Lender's rights with respect to access to the Premises and the crops thereon shall be strictly limited to the then current harvest season, subject to Lenders exercise of due care in connection with such access. **LESSOR** hereby agrees that any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent and **LESSOR's** statutory lien rights that **LESSOR** may have in or on **LESSEE's Property**, whether arising by agreement or by law, are hereby subordinate to the liens and/or security interests in favor of the Lenders which secure the Indebtedness, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant or permit a lien upon or security interest in any of **LESSOR's** assets or **LESSEE's** right, title or interest in, to or under this **LEASE**. **LESSOR** agrees to accept timely performance on the part of any of the Lenders or their agents or representatives as though performed by **LESSEE** to cure any default or condition for termination (although the Lenders shall have no obligation to do so) to the extent such cure is completed within the applicable cure period **LESSEE** has to cure any such default under this **LEASE**. Subject to compliance with the terms and conditions of this **Paragraph 28.F.**, the foregoing subordination shall be automatic and self-effective without the necessity to execute any further documentation evidencing the same; however, without limiting the effectiveness of such subordination, **LESSOR** agrees to promptly execute any additional documents reasonably required by the Lenders to evidence **LESSOR's** subordination of its lien rights described herein. Notwithstanding anything in this **LEASE** to the contrary, **LESSEE** hereby agrees that any Loss incurred by **LESSOR** due to bodily injury or property damage in connection with: (i) the Indebtedness; (ii) actions by any of the Lenders; (iii) any subordination by **LESSOR** set forth herein; or (iv) any other matters contained in this **Paragraph 28.F.**, all shall fall under the indemnification provisions in favor of **LESSOR** set forth in **Paragraph 13.** above.

29. **Repair:** **LESSEE** covenants and agrees that **LESSEE** shall maintain the Premises in its original condition existing as of the Commencement Date of this **LEASE**, subject to reasonable wear and tear, casualty pursuant to **Paragraph 16.F** and condemnation pursuant to **Paragraph 36.** **LESSEE** shall, at **LESSEE's** expense, maintain and preserve the Premises in the state of condition and repair as required in the immediately preceding sentence and make all necessary repairs to the Premises and all improvements, fixtures and equipment located thereon, if any, including but not limited to repairs to all interior, exterior, roof and structural portions of

the Premises, all culverts, all pumps and pumping stations, all paved surfaces, windows, landscaping and all electrical, plumbing, HVAC and other machinery located on the Premises consistent with repair standard set forth in this paragraph. Subject to the other provisions of this **LEASE** that may provide to the contrary, including **Paragraph 16.F**, **Paragraph 35** and **Paragraph 36**. **LESSEE** shall be responsible for all such repairs and maintenance whether caused by acts of **LESSEE**, its agents, servants, employees, customers, guests, licensees or by acts of third parties, governmental regulations, acts of God, casualties, or any other reason.

30. **Existing Interests in Premises:** Pursuant to Section 373.099, Florida Statutes, **LESSOR** does not warrant or represent that it has title to the Premises. **LESSEE's** occupancy of the Premises shall be subject to the rights of others existing as of the day immediately preceding the Commencement Date of this **LEASE** which are set forth in easements, restrictions, reservations, all matters of public record and all other encumbrances affecting the Premises as of the day immediately preceding the Commencement Date of this **LEASE**.

31. **LESSOR Inspection, Ingress and Egress:**

A. The right of entry is hereby reserved by the **LESSOR**, for itself and its officers, agents, employees, contractors, subcontractors, and assigns, to enter upon and travel through and across the Premises for the purposes of: inspections, maintenance, and for any lawful purpose including, but not limited to, inspecting the Premises to ensure the **LESSEE's** performance of its obligations under this **LEASE**; sampling and monitoring the **LESSEE's** use of chemicals and pesticides on the Premises; performing environmental remediation or performing any work or repairs, which the **LESSOR** may determine is necessary by reason of the **LESSEE's** default under the terms of this **LEASE**; exhibiting the Premises for lease, sale or mortgage financing; conducting inspections, investigations, soil borings, surface and groundwater sampling, monitoring, and any other testing, sampling, or other investigation necessary to support the engineering design and/or any other analyses associated with the future use of the Premises. The **LESSEE** shall have no claim for damages of any character on account thereof against the **LESSOR** or any officer, agent, or assign thereof to the extent provided in this **LEASE**.

B. **LESSOR** agrees that from the Commencement Date through the Expiration Date, all officers, employees, contractors and agents of **LESSOR** 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 the purposes set forth in **subparagraph A** above; provided however that: (a) any contractors or agents of **LESSOR** shall first 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 **LESSEE** as an additional insured thereunder; and (b) all such inspections, investigations and examinations by **LESSOR** or **LESSOR'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 **LESSEE** or its business or its tenants and occupants; and (iii) at all times to comply with all of **LESSEE's** or its

tenants' safety standards and requirements.

C. **LESSOR** agrees to be responsible for: (x) any property damage that arises out of or is caused by **LESSOR** 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, **LESSEE's** exclusive remedy shall be limited to compensation from **LESSOR** 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 **LESSOR's** gross negligence or willful misconduct, 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 **LESSOR's** or its officers', employees', contractors' and agents' inspections of or access to the Premises (but the foregoing shall only be applicable to **LESSOR** only as to its gross negligence or willful misconduct). **LESSOR** 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 **LESSOR** has the legal authority to agree to be responsible for the acts of its officers, employees, contractors and agents". **LESSEE** acknowledges that **LESSOR** has not made any representation or warranty to **LESSOR** as to, nor has **LESSOR** waived any right to claim that it does not have, legal authority to agree to the provisions of this **Paragraph 31**. The provisions of this **Paragraph 31** shall survive the Expiration Date or any termination of this Agreement for a period of one (1) year.

32. **Miscellaneous Provisions:**

A. **Invalidity of LEASE Provision:** Should any term or provision of this **LEASE** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **LEASE**, to the extent that the **LEASE** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

B. **Inconsistencies:** In the event any provisions of this **LEASE** shall conflict, or appear to conflict, the **LEASE**, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

C. **Governing Law and Venue:** The laws of the State of Florida shall govern all aspects of this **LEASE**. In the event it is necessary for either Party to initiate legal action regarding this **LEASE**, venue shall be in the Fifteenth Judicial Circuit for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

D. **Amendment:** This **LEASE** may be amended only with the prior written approval of **LESSOR** and **LESSEE**.

E. **Waiver:** Failures or waivers to enforce any covenant, condition, or provision of this **LEASE** by the Parties, their successors and assigns shall not operate as a discharge of or

invalidate such covenant, condition, or provision, or impair the enforcement rights of the Parties, their successors and assigns nor shall it 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. Furthermore, the acceptance of Rent, any Additional Rent or a partial payment of same by **LESSOR** shall not constitute a waiver of any preceding breach by **LESSEE** of any provision of this **LEASE** nor a waiver of the right to receive full payment of Rent or Additional Rent.

F. Final Agreement: This **LEASE** states the entire understanding between the Parties with respect to the use and occupancy of the Premises after the Commencement Date and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The **LESSEE** recognizes that any representations, statements or negotiations made by **LESSOR'S** staff do not suffice to legally bind the **LESSOR** in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized representative of **LESSOR**. This **LEASE** shall bind the Parties, their assigns, and successors in interest.

G. Time of the Essence: Time is of the essence with respect to every term, condition and provision of this **LEASE**.

H. Survival: The provisions of **Paragraphs 13, 18, 22 and 23** shall survive the expiration or termination of this **LEASE**. In addition, any covenants, provisions or conditions set forth in this **LEASE** which by their terms bind **LESSEE, LESSOR** or both **LESSOR** and **LESSEE** after the expiration or termination of this **LEASE**, shall survive the expiration or termination of this **LEASE** for a period of two (2) years, except for the provisions of **Paragraph 18**, which shall survive as and to the extent provided therein.

I. Prohibition Against Recording: **LESSEE** shall not record this **LEASE** or any portion or any reference thereto without the prior written consent of **LESSOR**, which consent may be withheld by **LESSOR** in **LESSOR'S** sole and absolute discretion. In the event **LESSEE** violates any of the foregoing, this **LEASE** shall terminate at **LESSOR'S** option or **LESSOR** may declare a Default hereunder and pursue any and all of its remedies provided in this **LEASE**.

J. WAIVER OF JURY TRIAL, AS INDUCEMENT TO BOTH PARTIES AGREEING TO ENTER INTO THIS AGREEMENT, LESSOR AND LESSEE 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 LEASE. 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 LEASE BY, AMONG OTHER THINGS, THE ACTUAL WAIVERS AND CERTIFICATIONS OF THIS SUBPARAGRAPH J.

33. **Special Clauses:**

A. **Radon Gas:** 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. **Security Deposit:**

(1) On the Commencement Date and until the **LESSEE** has assigned all of its interest under this **LEASE** pursuant to an Assignment permitted hereunder, the Security Deposit Fund and the Escrow Agreement (as defined below) shall refer to, respectively, the “General Escrow Fund” and the “General Escrow Agreement” (as such terms are defined in the Agreement for Sale and Purchase). Upon an Assignment permitted hereunder, **LESSEE** shall fund an escrow as a security deposit in the amount of Ten Million and No/100 Dollars (\$10,000,000) to secure the performance of all of **LESSEE**’s obligations under this **LEASE** (the “Security Deposit Fund”) which, at **LESSEE**’s option, shall be in the form of cash (a “Cash Escrow”) held by an escrow agent mutually acceptable to **LESSEE** and **LESSOR** (“Escrow Agent”) pursuant to an escrow agreement in form attached hereto as **Schedule “7”** (“Escrow Agreement”), or a Letter of Credit (as defined in **subparagraph 33.B.(2)**, below). Upon the funding of such Security Deposit Fund by the assignee, **LESSOR** shall have no further rights or claims upon or with respect to the General Escrow Fund or General Escrow Agreement for matters related to the **LEASE**.

(2) Letter of Credit. In the event **LESSEE** elects to post a letter of credit pursuant to **subparagraph 33.B.(1)**, above for the Security Deposit Fund (“Letter of Credit”), it shall: (a) be in the form of an irrevocable commercial letter of credit in form attached hereto as **Schedule “8”** with a term of at least twelve (12) months, (b) be issued by **LESSEE**’s lender under **LESSEE**’s revolving credit facility (subject to **LESSOR**’s approval of such lender at the time of Closing), naming Escrow Agent as beneficiary, pursuant to the Escrow Agreement; (c) provide for Draws (as defined and set forth below) by Escrow Agent; and (d) have an “evergreen” clause and be renewed automatically each year by the issuing bank, unless the bank

gives written notice to the beneficiary at least thirty (30) days prior to the expiration date of the then existing Letter of Credit that the bank elects that it not be renewed. In the event the Letter of Credit is not timely renewed and **LESSEE** has not replaced the same within five (5) business days prior to the expiration thereof, then Escrow Agent may draw upon the same and hold the proceeds pursuant to the terms of the Escrow Agreement. Each Letter of Credit shall be assignable or transferable to any **LESSOR** Credit Provider (in connection with any collateral assignment thereof) or any transferees, successors or assigns of **LESSOR** that becomes landlord under this **LEASE**. For the purposes of this **LEASE**, the term "Credit Provider" shall be deemed to mean **LESSOR's** lender/financing trustee/credit enhancer/underwriter.

(3) Draws Upon Cash Escrow and Letter of Credit. The Escrow Agreement shall provide that the Escrow Agent may only draw upon a Letter of Credit or Cash Escrow in favor of **LESSOR** (a "Draw") in the event: (a) an agreement has been executed by **LESSEE** and **LESSOR** agreeing upon the reason for, and amount of, the Draw; or (b) **LESSOR** delivers written notice to Escrow Agent of any monetary Default by **LESSEE** under the **LEASE**; or (c) all appeal periods have expired following a final order by a court of law rendering a monetary judgment against **LESSEE** in favor of **LESSOR**. Upon each such Draw request, Escrow Agent shall promptly release the Draw to **LESSOR**.

(4) Replenishing of Cash Escrow or Letter of Credit during the Term. **LESSEE** shall be required to replenish the Security Deposit Fund during the Lease Term in the event any Draws are made against the Security Deposit Fund in accordance with this **Paragraph 33.B.** within fifteen (15) days of such depletion. Any failure by **LESSEE** to replenish the Security Deposit Fund within fifteen (15) days of such depletion shall constitute a Default under this **LEASE**.

(5) Release of Cash Escrow and Letter of Credit Following Expiration Date. The Escrow Agreement for the Security Deposit Fund shall provide that Escrow Agent shall continue to hold the Security Deposit Fund three (3) years after the Expiration Date of this **LEASE** (the "Scheduled Release Date"), provided that any claims must be made within the applicable survival period as provided under this **LEASE**, provided, however, that if there are any pending claims relating to any portion of such deposit on such Scheduled Release Date, then Escrow Agent shall continue to hold a portion of such deposit in accordance with the Escrow Agreement in the reasonably estimated amount necessary to satisfy such claim(s) until such claim(s) is resolved, and shall release the remaining amount of such deposit to **LESSEE**.

C. Site Investigation: **LESSEE** is responsible for examining the Premises and satisfying itself as to the general and local conditions, particularly water level conditions that are likely to impact **LESSEE'S** operation and those conditions bearing upon the availability of water, electric power, communication and road and access facilities. Failure on the part of **LESSEE** to acquaint itself with all available information pertaining to the Premises will not relieve **LESSEE** from the responsibility of furnishing the required facilities and services and for compliance with the terms and conditions of this **LEASE**. **LESSOR** assumes no responsibility or obligation to provide any roads or other facilities of whatever nature or for any understanding

or representation made by any of its officers or agents during or prior to final execution of this **LEASE** unless these provisions expressly provide for the furnishing of such facilities and such understanding or representation is specifically stated in this **LEASE**.

D. Prohibited Activities: **LESSEE** may perform maintenance of personal property, including but not limited to changing oil or fluids and servicing filters, on the Premises and store any fuel, or store or utilize any fuel tanks (whether empty or containing fuel or other hazardous substances), fuel trailers, hoses or any other fueling mechanisms on the Premises as reasonably necessary for normal business operations; provided, however, that any maintenance and fuel storage or handling on the Premises shall comply with Environmental Law and the applicable Best Management Practices and **LESSEE** shall remove all fuel trailers, hoses, tanks or other fueling mechanisms from the Premises that are owned by **LESSEE** prior to the expiration or termination of this **LEASE**.

E. Water Levels: **LESSEE** hereby waives any and all claims on the part of the **LESSEE**, which may arise or be incident to regulation of water levels associated with the Premises by the **LESSOR** and/or the U.S. Army Corps of Engineers, so long as such regulation is in accordance with the rules and regulations applicable thereto.

F. Navigation: **LESSEE** shall not do or cause to be done anything whereby the full and free use by the public of the water areas of and surrounding the Premises will suffer unreasonable interference. This condition does not apply to temporary dockage and/or mooring facilities that may be provided by **LESSEE** pursuant to and in accordance with the provisions of this **LEASE**.

G. Compliance with Minimum Wage Law: The **LESSEE** shall comply with the Fair Labor Standards Act, 29 USCS 201, et seq. The Act is the minimum wage law. Its requirement that the **LESSEE** pay "not less" than the rates so determined presupposes the possibility that the **LESSEE** may have to pay higher rates.

H. Additional Requirements:

(1) The **LESSEE** shall not install or permit to be installed pit or vault latrines.

(2) **LESSEE** will allow the discharge of firearms on the Premises only as permitted by Florida law and consistent with the exercise of reasonable care and prudence, and **LESSEE** will not display or permit others to display firearms in a reckless manner.

(3) **LESSEE** shall not discharge nor permit others to discharge sewage effluent into the water areas of and surrounding the Premises provided, however, that **LESSOR** acknowledges and accepts the presence of currently existing septic systems on the Premises to the extent such systems are in compliance with applicable law.

(4) **LESSEE** shall not engage in any business activity on the Premises not expressly authorized in this **LEASE** unless otherwise authorized in writing by **LESSOR**.

(5) Except for the Permitted Uses (as to which no consent of **LESSOR** is required), **LESSEE**: shall not permit or suffer any nuisance on the Premises or the commission of waste thereon; shall not conduct mining operations or drill for oil or gas upon the Premises; shall not remove sand, gravel, or kindred substance from the ground; or shall not, in any manner, substantially change the contour or condition of the Premises unless prior approval is granted in writing by **LESSOR**, which approval may be withheld in **LESSOR**'s sole discretion.

(6) **LESSEE** will use the Premises and all rights and privileges herein granted to the extent needed in carrying out the true intent and purpose of this **LEASE**.

(7) **LESSEE** shall cooperate with **LESSOR**, its employees, agents, and assigns in carrying out the intent and purposes of this **LEASE**.

I. Safety:

(1) It is the **LESSEE**'s sole duty to provide safe and healthful working conditions to its employees on and about the Premises. The **LESSOR** assumes no duty for supervision of the **LESSEE**.

(2) The **LESSEE** shall provide first aid services and medical care to its employees. The **LESSOR** assumes no duty with regard to the supervision of the **LESSEE**.

(3) The **LESSEE** shall develop and maintain an effective fire protection and prevention program and good housekeeping practices on the Premises throughout the Lease Term.

(4) The **LESSOR** may order that the **LESSEE** halt operations under this **LEASE** if a condition of immediate danger to the public and/or **LESSOR**'s employees, equipment or property exists. This provision shall not shift responsibility or risk of loss for injuries or damage sustained from the **LESSEE** to the **LESSOR**, and the **LESSEE** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property on the Premises.

(5) The **LESSEE** shall instruct employees required to handle or use toxic materials or other harmful substances regarding their safe handling and use, including instruction on the potential hazards, personal hygiene and required personal protective measures.

(6) The **LESSEE** shall comply with the standards and regulations set forth by the Occupational Safety and Health Administration (OSHA), the Florida Department of Labor and Employment Security and all other appropriate federal, state, local or District safety and health standards.

(7) The **LESSEE** shall take the necessary precautions to protect customers and other members of the public that may be on or near the Premises from harm due to the operations of the **LESSEE**.

J. Advertising and Commercial Activity: There shall be absolutely no advertising, either visual or audio, placed on or conducted on the Premises except for names and logos appearing on **LESSEE'S** vehicles, gates or as otherwise may be existing on the date of this **LEASE**.

K. Lead Based Paint Disclosure: See Lead Based Paint Disclosure attached hereto and made a part hereof as **Schedule "9"**, if applicable.

L. Inspection Rights: The **LESSEE** shall maintain records and the **LESSOR** shall have inspection and audit rights as follows:

(1) **Maintenance of Records:** Subject to confidentiality agreements with third parties and the designation of certain records as "trade secret" documents under Florida law, **LESSEE** shall maintain all financial and non-financial records and reports related to the Premises or this **LEASE**, including but not limited to, records related to the application of pesticides and fertilizers. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **LEASE**.

(2) **Examination of Records:** Subject to confidentiality agreements with third parties and the designation of certain records as "trade secret" documents under Florida law, **LESSOR** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all records related to the Premises or directly or indirectly related to this **LEASE**. Such examination may be made at any time during the Lease Term and through and including five (5) years from the date of final payment under this **LEASE** and upon reasonable notice, time and place.

(3) **[TO BE DETERMINED]** The records that **LESSEE** is obligated to maintain and that **LESSOR** has the right to inspect pursuant to **subparagraph (1)** and **subparagraph (2)** above, shall be limited to the following, to the extent in **LESSEE'S** possession or reasonable control, except as specifically indicated:

(a) 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.

(b) 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 **LESSOR**), 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.

(c) Copies of all contracts, agreements, insurance policies and

all other information to the extent related to the Premises and reasonably needed by **LESSOR** to evaluate this transaction.

(d) 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 **LESSOR**, subject to the trade secret protocol established by **LESSEE**.

(4) With respect to any such information made available to **LESSOR** pursuant to this **subparagraph L**, that is proprietary or “Trade Secret” (as defined under Section 812.081, Florida Statutes), **LESSOR** shall follow the trade secret protocol established by **LESSOR** and **LESSEE**.

(5) Notwithstanding the foregoing, in no event shall **LESSEE** 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 **subparagraph (3)(d)** above; (ii) information that is proprietary (except for the information described in **subparagraph (3)(d)** above); or (iv) information that pertains to **LESSEE**'s business operations or assets other than the Premises.

(6) **Extended Availability of Records for Legal Disputes:** In the event that the **LESSOR** should become involved in a legal dispute with a third party arising from performance under this **LEASE**, the **LESSEE** shall extend the period of maintenance for all records relating to the **LEASE** until the final disposition of the legal dispute, and all such records shall be made readily available to the **LESSOR**.

M. Public Access: The **LESSEE** shall allow public access to all **LEASE** related documents in accordance with the provisions of Chapter 119, Florida Statutes, subject to all applicable exemptions and only as and to the extent Chapter 119 is actually applicable to **LESSEE** (it being agreed that this **subparagraph M** is not an admission or agreement by **LESSEE** that Chapter 119 is applicable thereto). Should the **LESSEE** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **LESSEE**.

N. Cooperation: From the Commencement Date hereof through the Expiration Date, **LESSEE** shall cooperate in good faith with **LESSOR**'s Credit Providers to provide information related to the Premises (and not the **LESSEE**'s business or other assets) and necessary for the original issuance or refinancing of the Certificates of Participation, so long as such Credit Providers execute and deliver to **LESSEE** a confidentiality agreement reasonably acceptable to **LESSEE**. **LESSOR** shall be responsible for any and all actual, out-of-pocket costs and expenses incurred by **LESSEE** in providing the information pursuant to this subparagraph

(e.g., copying fees, but not including attorneys' fees incurred by **LESSEE** in connection with such requests).

O. Loss of Trees Due to Canker:

(1) If the citrus trees on the Premises are destroyed by or infected with Canker or other diseases or parasites, or are destroyed by civil authorities in connection with programs to control the spread of Canker or other diseases or parasites, **LESSOR** shall be entitled to receive all tree replacement payments or awards from the federal, state or local authorities made for, or with respect to, the destroyed trees. **LESSOR** will decide, in its sole and absolute discretion, how such payments or awards will be used. **LESSOR** may assign this right or transfer the payments or awards received, if it so elects, to **LESSEE**; provided, however, that **LESSEE** shall use any funds received or awards made as the **LESSOR** directs. **LESSEE** will support and assist **LESSOR** in connection with any applications by **LESSOR** for such payments or awards. **LESSEE** shall retain all Casualty insurance proceeds from policies carried by **LESSEE** insuring against the loss of citrus trees as a result of canker or other diseases or parasites.

(2) **LESSEE** shall be entitled to payments or awards from the federal, state or local authorities made for, or with respect to, lost future production, reduced by any insurance that **LESSEE** may have for lost future production.

P. Operations Contracts: To the extent that **LESSEE** may, at any time, desire to enter into any contract, license, sublease or other agreement in connection with **LESSEE**'s operations which is not terminable without penalty upon thirty (30) days notice and is binding on the Premises or **LESSOR** after the Expiration Date, then **LESSEE** shall give a copy of such agreement to **LESSOR**. If **LESSOR** consents at its sole and absolute discretion to **LESSEE**'s execution of such contract, license, sublease or other agreement, then, to the extent that the term thereof extends beyond the Expiration Date, **LESSOR** shall be deemed to have agreed to assume the provisions of such contract, license, sublease or other agreement from and after the date thereof (each, a "New Agreement"). Even though the foregoing assumption shall be automatic and self-effective without the necessity to execute any further documentation evidencing the same, **LESSOR** agrees to promptly execute any additional documents reasonably required by **LESSEE** to evidence **LESSOR**'s assumption of such contract, license, sublease or other agreement described in this Paragraph. In the event that **LESSEE** submits a contract, license, sublease or other agreement to **LESSOR** for its approval pursuant to this Paragraph and, unless **LESSOR** advises **LESSEE** in writing within forty-five (45) days after receipt thereof that **LESSOR** has not approved such contract, license, sublease or other agreement, then the same shall be deemed to be approved thereby.

34. **Covenant of Quiet Enjoyment.** Provided that **LESSEE** faithfully performs all duties of **LESSEE** hereunder and complies with all term and conditions of this **LEASE**, **LESSEE** shall not be disturbed by **LESSOR** in its quiet enjoyment of the Premises, subject to the terms, conditions and provisions of this **LEASE**.

35. **Act of God.** In the event that the citrus trees or sugar cane crops, citrus crops or any other crops located on the Premises are damaged or destroyed due to any hailstorm, tornado, hurricane, flood, fire, or other act of god or any strike, civil disturbance or act of war or terrorism or due to citrus canker or other diseases or parasites, neither **LESSOR** nor **LESSEE** shall have any responsibility or obligation to repair or replace such citrus trees, sugar or citrus crops or to compensate each other or any other Party for the loss thereof.

36. **Condemnation:** Notwithstanding anything to the contrary contained in this **LEASE**, the following shall apply in the event of a taking, condemnation, or transfer in lieu thereof, of the whole or part of the Premises.

A. Total Taking. In the event the entire Premises is taken or condemned, or transferred or purchased in lieu thereof, by any governmental authority or other entity with the power of condemnation, this **LEASE** shall automatically terminate upon transfer of title. Rent payments shall then be apportioned to the date of such taking or transfer of title. Except for any separate award applicable solely to **LESSEE**'s business, **LESSEE** shall not be entitled to an apportionment of any award or payment applicable to the Premises, all of which shall be paid to **LESSOR**. Notwithstanding the foregoing, in the event that **LESSOR** is entitled to possession of the Premises after transfer of title, this **LEASE** shall continue during such extended possession pursuant to the terms hereof.

B. Partial Taking. In the event of a taking or condemnation of only a portion of the Premises or any other portion of the Premises is taken or condemned, or transferred or purchased in lieu thereof, by any governmental authority or other entity with the power of condemnation and such taking (a) in **LESSOR**'s reasonable determination reduces the value of the Premises by fifty percent (50%) or more, (b) in **LESSEE**'s reasonable determination, renders the Premises uneconomically feasible to operate or (c) prevents, and would prevent after reasonable repair and reconstruction efforts by **LESSEE**, use of the Premises for its Permitted Uses under applicable law or regulations (including without limitation with respect to required access), then either **LESSOR** or **LESSEE** may terminate this **LEASE** effective upon the date of such taking or transfer of title. If neither **LESSOR** or **LESSEE** terminate this **LEASE** in such event, or in the event of a lesser taking or condemnation, then this **LEASE** shall continue with respect to all portions of the Premises or personalty not taken, condemned, sold, or transferred and, as applicable, the Rent due under this **LEASE** shall be equitably adjusted, if applicable, to account for the loss of the portion of the Premises taken. **LESSEE** shall not be entitled to an apportionment of any award or payment applicable to the Premises, all of which shall be paid to **LESSOR**.

C. Condemnation Awards; Damages. The Parties hereto agree to cooperate in applying for and in prosecuting any claim for any taking regarding the Premises or any portion thereof and further agree that condemnation awards or damages shall be allocated as follows:

(1) **LESSOR** shall be entitled to the entire award for the condemned Premises or any portion thereof and **LESSEE** shall have no rights to an apportionment of such

an award or payment, provided, that, if applicable, **LESSOR** shall make portions of the award available for restoration purposes.

(2) **LESSEE** shall be entitled to make any available separate claim and recover any award thereon for any damages to **LESSEE**'s business operations under any available legal remedy, including but not limited to a claim for business damages, that may be allowable under applicable law. **LESSOR** shall have no rights to an apportionment of such an award or payment.

D. Non-Affected Premises. Notwithstanding any other provision of this **Paragraph 34**, any compensation for a temporary taking shall be payable to **LESSEE** without participation by **LESSOR**, except to the proportionate extent such temporary taking extends beyond the end of the Lease Term, and there shall be no abatement of Rent as a result of any temporary taking affecting any of the Premises.

37. **Joint and Several Liability:** The entities constituting **LESSEE** shall be jointly and severally liable for all obligations of **LESSEE** under this **LEASE**. A failure or default by any of the entities constituting **LESSEE** shall be deemed a failure or default by all of such **LESSEE** entities. Without limiting the foregoing, **LESSEE** agrees that Parent may act as the representative of each other **LESSEE** and that **LESSOR** may deliver any notice to **LESSEE** to Parent on behalf of each **LESSEE** and rely on any notice given or other action or taken by Parent on behalf of **LESSEE**.

38. **Subordination and Nondisturbance:**

A. Subordination. This **LEASE** shall be subject and subordinate to any mortgage, deed of trust, trust indenture, assignment of leases or rents or both, or other instrument evidencing a security interest, which may now or hereafter affect any portion of the Premises, or be created as security for the repayment of any loan or any advance made pursuant to such an instrument or in connection with any sale-leaseback or other form of financing transaction and all renewals, extensions, supplements, consolidations, and other amendments, modifications, and replacements of any of the foregoing instruments ("Mortgage"), and to any ground lease or underlying lease of the Premises or any portion of the Premises whether presently or hereafter existing and all renewals, extensions, supplements, amendments, modifications, and replacements of any of such leases ("Superior Lease"). **LESSEE** shall, at the request of any successor-in-interest to **LESSOR** claiming by, through, or under any Mortgage or Superior Lease, attorn to such person or entity as described below. The foregoing provisions of this **subparagraph (a)** shall be self-operative and no further instrument of subordination shall be required to make the interest of any lessor under a Superior Lease (a "Superior Lessor") or any mortgagee, trustee or other holder of or beneficiary under a Mortgage (a "Mortgagee") superior to the interest of **LESSEE** hereunder; provided, however, **LESSEE** shall execute and deliver promptly any certificate or instrument, in recordable form, that **LESSOR**, any Superior Lessor or Mortgagee may reasonably request in confirmation of such subordination.

B. Rights of Superior Lessor or Mortgagee. Any Superior Lessor or Mortgagee may elect that this **LEASE** shall have priority over the Superior Lease or Mortgage that it holds and, upon notification to **LESSOR** by such Superior Lessor or Mortgagee, this **LEASE** shall be deemed to have priority over such Superior Lease or Mortgage, whether this **LEASE** is dated prior to or subsequent to the date of such Superior Lease or Mortgage.

C. Attornment. If at any time prior to the expiration of the term of this **LEASE**, any Superior Lease shall terminate or be terminated by reason of a default by **LESSOR** as tenant thereunder or any Mortgagee comes into possession of the Premises or the estate created by any Superior Lease by receiver or otherwise, **LESSEE** shall, at the election and upon the demand of any owner of the Premises, or of the Superior Lessor, or of any Mortgagee-in-possession of the Premises, attorn, from time to time, to any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of **LESSOR** as a result of any such termination, or as a result of a foreclosure of the Mortgage or the granting of a deed in lieu of foreclosure, upon the then terms and conditions of this **LEASE**, for the remainder of the term. In addition, in no event shall any such owner, Superior Lessor or Mortgagee, or any person or entity acquiring the interest of **LESSOR** be bound by (i) any payment of Rent or Additional Rent for more than one (1) rental payment in advance, or (ii) any security deposit or the like not actually received by such successor, or (iii) any amendment or modification in this **LEASE** made without the consent of the applicable Superior Lessor or Mortgagee, or (iv) any construction obligation, free rent (other than as provided in this **LEASE**), or other **LESSOR** concession (other than as provided in this **LEASE**), payment obligation or monetary allowance (other than as provided in this **LEASE**), or (v) any set-off, counterclaim, or the like otherwise available against any prior landlord (including **LESSOR**), or (vi) any act or omission of any prior landlord (including **LESSOR**).

D. Rights Accruing Automatically. The provisions of this Paragraph shall inure to the benefit of any such successor-in-interest to **LESSOR**, shall apply and shall be self-operative upon any such demand, and no further instrument shall be required to give effect to such provisions. **LESSEE**, however, upon demand of any such successor-in-interest to **LESSOR**, shall execute, from time to time, instruments in confirmation of the foregoing provisions of this Paragraph, reasonably satisfactory to any such successor-in-interest to **LESSOR**, acknowledging such attornment and setting forth the terms and conditions of its tenancy.

E. Limitation on Rights of Tenant. As long as any Superior Lease or Mortgage shall exist, **LESSEE** shall not seek to terminate this **LEASE** by reason of any act or omission of **LESSOR** until **LESSEE** shall have given written notice of such act or omission to all Superior Lessors and Mortgagees at such addresses as shall have been furnished to **LESSEE** by such Superior Lessors and Mortgagees and, if any such Superior Lessor or Mortgagee, as the case may be, shall have notified **LESSEE** within ten (10) business days following receipt of such notice of its intention to remedy such act or omission, until a reasonable period of time shall have elapsed following the giving of such notice (but not to exceed sixty (60) days), during which period such Superior Lessors and Mortgagees shall have the right, but not the obligation, to

remedy such act or omission. The foregoing shall not, however, be deemed to impose upon **LESSOR** any obligations not otherwise expressly set forth in this **LEASE**.

F. SNDA. Notwithstanding anything to the contrary contained in this Paragraph, **LESSOR** shall obtain on the Commencement Date, for the benefit of **LESSEE**, a Subordination, Non-Disturbance and Attornment Agreement (“**SNDA**”) from each and every Mortgagee and Superior Lessor to which this **LEASE** shall be subordinate, such SNDA to be in a commercially reasonable form and content reasonably acceptable to **LESSEE** and the applicable Mortgagee and Superior Lessor. The subordination of this **LEASE** by **LESSEE** provided in **subparagraph A** hereof is conditioned upon and subject to the execution and delivery of the SNDA described herein, which shall allow **LESSEE** to remain in possession of the Premises, provided that a Default has not then occurred, even though the Superior Lessor or Mortgagor obtains possession/ownership of the Premises.

39. **Right of First Refusal:**

A. Offer to Lease Premises. As to any proposed or solicited agricultural leases for all or any portion of the Premises which the **LESSOR** intends to accept or enter into (the “**Proposed Lease**”) that would provide for commencement within one (1) year following the Expiration Date (the “**ROFR Period**”), so long as no Default then exists under this **LEASE**, the **LESSOR** shall deliver a copy of such Proposed Lease to the Parent and **LESSEE** shall have a right of first refusal (“**ROFR**”) to lease the Premises from **LESSOR** on terms and conditions not less favorable to the **LESSOR** than those set forth in the Proposed Lease. The ROFR shall not apply to any proposed or solicited leases that are for uses other than agricultural uses.

B. Exercise of Right. If the **LESSEE** desires to lease the applicable portion of the Premises from **LESSOR** on the terms and conditions set forth in any Proposed Lease, **LESSEE** shall deliver a written notice of its election to the **LESSOR** within forty (40) Calendar Days of the date of receipt of the copy of the Proposed Lease by the Parent.

C. Termination of the Right of First Refusal. The ROFR shall expire, terminate and be of no further force and effect on the earliest of (i) the one year anniversary of the Expiration Date, (ii) the Expiration Date if the **LEASE** is terminated as a result of a Default by **LESSEE**, (iii) the date **LESSEE** fails to timely deliver its election as prescribed in **Paragraph 39.B** above or (iv) the date **LESSEE** fails to enter into a lease agreement consistent with the terms and conditions set forth in the Proposed Lease after electing to do so.

The Parties or their duly authorized representatives hereby execute this **LEASE** on the date written below by each Party's signature.

LESSOR:	
SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD	
Witness: _____	By: _____
	Name: _____
	As its: _____
Witness _____	Date of Execution _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_ by _____ of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who is personally known to me.

Notary Public
Print
My Commission Expires: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 200_ by _____ of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation who is personally known to me.

Notary Public
Print
My Commission Expires: _____

LESSEE:	
UNITED STATES SUGAR CORPORATION, a Delaware corporation	
Witness: _____	By: _____
	Name: _____
	As its: _____
Witness _____	Date of Execution _____

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 200_ by _____, the _____ of United States Sugar Corporation, a Delaware corporation, on behalf of the corporation who is personally known to me or has produced _____ as identification.

Notary Public
Print
My Commission Expires: _____

LESSEE:

SBG FARMS, INC., a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this ____ day of _____, 200_ by _____, the _____ of United States Sugar Corporation, a Delaware corporation, on behalf of the corporation who is personally known to me or has produced _____ as identification.

Notary Public

Print

My Commission Expires: _____

LESSEE:

SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 200_ by _____, the _____ of United States Sugar Corporation, a Delaware corporation, on behalf of the corporation who is personally known to me or has produced _____ as identification.

Notary Public

Print

My Commission Expires: _____

LIST OF SCHEDULES AND EXHIBITS

EXHIBIT “A”	Description of Premises
SCHEDULE “1” (¶2.D)	Category I and Category II Exotic/Invasive Pest Plants
SCHEDULE “2” (¶2.D)	Class I and Class II Prohibited Aquatic Plants
SCHEDULE “3” (¶2.H)	Permitted Herbicides, Pesticides and Agricultural Chemicals
SCHEDULE “4” (¶2.J)	Best Management Practices
SCHEDULE “5” (¶16.A)	Insurance Letter
SCHEDULE “6” (¶18.F)	Portions of Premises to be used as Everglades Restoration Project
SCHEDULE “7” (¶33.B.1)	Escrow Agreement
SCHEDULE “8” (¶33.B.2)	Form of Letter of Credit
SCHEDULE “9” (¶33.K)	Lead Based Paint Disclosure