

Schedules

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Certain of the documents are designated “Confidential, Proprietary and Trade Secret” in accordance with ss. 812.081, Fla. Stat., and are exempt from disclosure under the Public Records Act, Chapter 119, Fla. Stat., pursuant to ss. 815.045, Fla. Stat.

CAPITALIZED TERMS USED HEREIN, WHICH ARE NOT OTHERWISE DEFINED, SHALL HAVE THE RESPECTIVE MEANINGS ASCRIBED TO SUCH TERMS IN THE AGREEMENT. SCHEDULE NUMBERS CORRESPOND TO THE SCHEDULE OR SECTION NUMBERS IN THE AGREEMENT; HOWEVER, DISCLOSURE UNDER ANY SCHEDULE OR SECTION SHALL CONSTITUTE DISCLOSURE UNDER ALL OTHER REASONABLY RELEVANT SCHEDULES AND SECTIONS WITHOUT THE NEED FOR CROSS-REFERENCES. ALL DESCRIPTIONS OF AGREEMENTS OR OTHER MATTERS APPEARING HEREIN ARE SUMMARY IN NATURE AND ARE QUALIFIED BY REFERENCE TO THE COMPLETE DOCUMENTS, ALL OF WHICH HAVE

BEEN SUPPLIED TO BUYER AND ARE INCORPORATED HEREIN BY REFERENCE IN NO EVENT SHALL ANY DISCLOSURE HEREUNDER BE DEEMED TO CONSTITUTE AN ACKNOWLEDGMENT THAT SUCH DISCLOSURE IS MATERIAL TO THE PREMISES. ALL REFERENCES TO "SCHEDULE," "SECTION" OR "SUBSECTION" REFER TO A SCHEDULE, SECTION OR SUBSECTION IN THE AGREEMENT UNLESS THE CONTEXT OTHERWISE REQUIRES. THE HEADINGS IN THESE SCHEDULES ARE FOR CONVENIENCE OR REFERENCE ONLY AND SHALL NOT AFFECT THE DISCLOSURES CONTAINED THEREIN.

THE REPRESENTATIONS, WARRANTIES, COVENANTS AND OTHER OBLIGATIONS AND AGREEMENTS OF SELLER IN THE AGREEMENT ARE MADE, GIVEN AND UNDERTAKEN SUBJECT TO THE DISCLOSURES IN THESE SCHEDULES AND AS PROVIDED IN THE AGREEMENT. NOTHING IN THESE SCHEDULES IS INTENDED TO BROADEN THE SCOPE OF ANY REPRESENTATION, COVENANT OR WARRANTY OF SELLER CONTAINED IN THE AGREEMENT OR TO CREATE ANY COVENANT ON THE PART OF SELLER. INCLUSION OF ANY ITEM HEREIN SHALL NOT CONSTITUTE, OR BE DEEMED TO CONSTITUTE, AN ADMISSION TO ANY THIRD PARTY CONCERNING SUCH ITEM BY SELLER.

SCHEDULE 5.a

SURVEY REQUIREMENTS

1. The Boundary Survey, shall be in strict compliance with Florida Statutes Chapter 472, Land Surveying, Chapter 61G 17-6 of the Florida Administrative Code (Minimum Technical Standards) and the District's requirements specified herein.
2. All horizontal data shall be collected in and based on the North American Datum of 1983, 2007 adjustment (NAD 83/07) East Zone. Horizontal coordinate control shall be established from existing National Geodetic Survey (NGS) 2nd Order control or higher in the area by using a minimum of conventional NGS Third Order field observation procedures.
3. Establish State Plane Coordinates and Latitude and Longitude (NAD83), on all boundary corners and set control points. The state plane coordinate and Latitude and Longitude (NAD83) shall be shown for each corner.
4. Monument all changes in directions. All *set* corners shall be a standard **1-inch** iron pipe with Aluminum cap stamped with the firms LB number driven to substantial depth to insure stability. The monument shall be witnessed with a carsonite stake *or* a steel guard post. Based on the rock depth the consultant may set the permanent mark in the rock, this method will need prior approval by the District.
5. All easements evidenced by a Record Document which have been delivered to the surveyor shall be shown, both those burdening and those benefiting the property surveyed, indicating recording information. Also, the surveyor is responsible to show any unrecorded evidence of such found in the field. Encroachments onto and off of the property shall be shown.
6. Complete Certified Corner Records for all found or set original government sectional breakdown corners, and file with the Florida Department of Environmental Protection (FLDEP). Corner references will not be set according to the letter from FLDEP.
7. The most recent high resolution Aerial shall be shown as a back drop for this work.
8. The Surveyor's Report shall be a part of the drawing set and shall be on the cover sheet.
9. When the contractors come to common lines the coordinate values supplied for the surveys shall be the same.

Summary of Tasks and Deliverable Schedule:

10. Provide (2) hard copies of the survey drawing and the AutoCAD drawing file for District review prior to submittal of final deliverables.

11. Provide ten (10) signed and sealed paper copies of the final accepted survey drawings.
12. Provide an ESRI shapes file.
13. Provide a *.dwg file for the survey.
14. Provide a *.pdf file for the survey.
15. A CD containing the following:
 - The survey drawing in Land Development Desk Top version 2000 to 2007 (NAD83 Datum Florida East Zone).
 - The survey drawings in one PDF format file for each of the three surveys.
 - Scanned copies of field notes, and all associated data.
 - Any other digital files associated with the survey.

SCHEDULE 5.f

SCHEDULE OF VALUES FOR EXCLUDED PORTIONS OF THE PREMISES

Each acre (or portion thereof) excluded from the Premises pursuant to Section 5.f. of the Agreement shall be excluded at \$7,368.00 per acre (or prorata portion thereof).

SCHEDULE 6.a
TRADE SECRET PROTOCOL

[SEE ATTACHED]

SCHEDULE 6.d

CONFIDENTIALITY LETTER

[SEE ATTACHED]

SCHEDULE 7.A.iv

TERMS AND CONDITIONS OF PRIOR COPS ISSUANCE

[to be provided]

SCHEDULE 12.a.ii(A)

THIRD PARTY RIGHTS TO REAL PROPERTY

1. That certain Purchase and Sale Agreement, as amended, dated as of August 30, 2005, between Parent, as seller, and Resource Conservation Properties, Inc., as buyer for approximately 502 acres of real property located in the City of Clewiston.
2. Agreement for the Purchase and Sale of Real Property, dated December 26, 2002, by and between SBG and Hugh Branch.
3. Present rights of drainage adjacent to certain citrus groves, if any, in favor of Crooks, in lieu of drainage provided to Crooks under a separate recorded easement.

The listing of the foregoing matters is not intended (merely by virtue of its inclusion herein) to grant any rights or benefits to any person or entity.

SCHEDULE 12.a.ii(B)

TENANT LEASES

1. Agreement of Lease, dated March 11, 2005, by and between United States Sugar Corporation and Local Lodge 57, International Association of Machinists and Aerospace Workers.
2. Lease Agreement, for several parcels of land, dated February 12, 2007, by and between United States Sugar Corporation and Benny Alvarez.
3. Lease Agreement, for one parcel of land, dated February 12, 2007, by and between United States Sugar Corporation and Benny Alvarez.
4. Lease Agreement, dated January 3, 2007, by and between United States Sugar Corporation and Frierson Farms, Inc., as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
5. Lease Agreement, for a parcel of land, dated January 15, 2007, by and between United States Sugar Corporation and Rosalyn Lee, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
6. Lease Agreement, for Old Clewiston Airport, dated January 25, 2007, by and between United States Sugar Corporation and Curvin Martin, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
7. Lease Agreement, dated January 25, 2007, by and between United States Sugar Corporation and Curvin Martin, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
8. Lease Agreement, dated January 2, 2007, by and between United States Sugar Corporation and Joey Mickler, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
9. Lease Agreement, for .52 acres, dated February 12, 2007, by and between United States Sugar Corporation and Melbourne Nicholas, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
10. Lease Agreement, for 1.0 acres, dated February 12, 2007, by and between United States Sugar Corporation and Melbourne Nicholas, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
11. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and William C. Pelham Sr., as extended by that certain Extension of Lease Agreement, dated January 1, 2008.

12. Lease Agreement, dated February 12, 2007, by and between United States Sugar Corporation and Liz Shaw, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
13. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and Cecil Stone, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
14. Lease Agreement, dated January 22, 2007, by and between United States Sugar Corporation and Donald Williams, as extended by that certain Extension of Lease Agreement, dated January 1, 2008.
15. Real Property Lease Agreement (Alcoma Groves Cattle Pastures), dated January 1, 2002, by and among Southern Gardens Groves Corporation, Cliff Davis and Don Finks.
16. Lease Agreement, dated September 25, 2008, by and between Southern Gardens Groves Corporation and Global Produce Sales, Inc.
17. Pasture Lease Agreement, dated December 6, 2007, by and between United States Sugar Corporation and Gary Williams.
18. Pasture Lease Agreement, dated August 1, 2008 by and between United States Sugar Corporation and Hendry County 4-H Club.
19. Residential Lease, dated August 1, 2008, by and between United States Sugar Corporation and John Greene.
20. Certain vegetable leases (sweet corn) between United States Sugar Corporation and:
 - i. Integrity Farms with a lease term of 10/20/08 through 6/15/09;
 - ii. Jem Farms with a lease term of 11/1/08 through 6/15/09;
 - iii. Pope/USSC Cooperative with a lease term of 11/1/08 through 6/15/09; and
 - iv. AGRA Products & Services LLC with a lease term of 11/1/08 through 6/15/09.
21. Lease Agreement between Southern Gardens Grove Corporation and Barton Melon Sales, LLC with a lease term of 12/1/2008 through 5/31/2009;.

SCHEDULE 12.a.iii

WRITTEN NOTICE OF NONCOMPLIANCE WITH LAWS

1. Open matter with the Florida Department of Environmental Protection - Diesel fuel spill - Florida Department of Environmental Protection Case No. 080325-2281. This is set forth on Waste Material Profile dated April 21, 2008.
2. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill - U.S. Sugar - Incident No. SWP080808 – 6044. This is set forth on Incident #: SWP080808 – 6044 dated August 2008.
3. Notice of non-compliance dated March 30, 2009 and April 17, 2009 from the South Florida Water Management District (“SFWMD”) regarding overdue “Annual Above Ground Impoundment Inspection/Certification Report” per SFWMD permit no. 26-0099-S.
4. Any written notice as may be set forth in **Schedule 12.a.v**, and **Schedule 12.a.vi** is hereby incorporated by reference into and made a part of this **Schedule 12.a.iii**.

SCHEDULE 12.a.v

REQUIRED GOVERNMENTAL APPROVALS

[SEE ATTACHED]

SCHEDULE 12.a.vi

PROCEEDINGS

1. Open matter with the Florida Department of Environmental Protection - Diesel fuel spill - Florida Department of Environmental Protection Case No. 080325-2281. This is set forth on Waste Material Profile dated April 21, 1008.
2. Open matter with the Florida Department of Environmental Protection - 50 gallon diesel fuel spill - U.S. Sugar - Incident No. SWP080808 – 6044. This is set forth on Incident #: SWP080808 – 6044 dated August 2008.
3. On August 20, 2008, a trailer was found on its side leaking grease (est. less than a gallon), oil (est. less than two gallons) and diesel (est. less than 25 gallons) on an impervious surface (parking lot with flooded water). The vehicle flipped over during Tropical Storm Fay on 08/19/08.
4. Any and all institutional controls reflected in the Public Records of the Counties.
5. Proceeding set forth In the Circuit Court for the 15th Judicial Circuit In and For Palm Beach County, Civil Division Case No. 50 2008 CA 022974 XXXX MB Dexter W. Lehtinen, Plaintiff, v. South Florida Water Management District, Defendant, South Florida Water Management District, Third Party Plaintiff, U.S. Sugar Corporation, Third-Party Defendant.
6. Petition for Administrative Hearing filed by New Hope Sugar Company and Okeelanta Corporation on January 6, 2009, Agency Case No. SFWMD 2009-016 DAO, which was dismissed but is currently on appeal to the Florida 4th District Court of Appeal
7. Petition for Administrative Hearing filed by Miccosukee Tribe of Indians on January 13, 2009 (first amended petition filed January 16, 2009; second amended petition filed February 25, 2009), Agency Case No. SFWMD 2009-031 DAO, which was dismissed but is current on appeal to the Florida 3rd District Court of Appeal.
8. Complaint for validation of certificates of participation, South Florida Water Management District vs. The State of Florida et al, in the Circuit Court, 15th Judicial Circuit, Palm Beach County, Case No. 50-2008CA031975XXXXMB.

SCHEDULE 12.a.ix

DETERMINATIONS

1. Highly Erodible Land and Wetland Conservation Determination, executed June 21, 1988.
2. Highly Erodible Land and Wetland Conservation Determination, executed December 19, 1988.
3. Highly Erodible Land and Wetland Conservation Determination, executed June 20, 1988.
4. Highly Erodible Land and Wetland Conservation Determination, executed May 21, 1993.
5. Highly Erodible Land and Wetland Conservation Determination, executed May 3, 1990.
6. Highly Erodible Land and Wetland Conservation Determination, executed June 6, 1989.
7. Unsigned letter dated September 17, 2007 from United States Department of Agriculture Natural Resources Conservation Service

SCHEDULE 12.a.xiii

OUTSTANDING AGREEMENT FOR PURCHASE AND SALE OF PREMISES

1. That certain Purchase and Sale Agreement, as amended, dated as of August 30, 2005, between Parent, as seller, and Resource Conservation Properties, Inc., as buyer for approximately 502 acres of real property located in the City of Clewiston.

SCHEDULE 12.a.xvii

TENANT LEASES - REPRESENTATIONS

(A) Full Force and Effect; Amendments

All amendments, modifications and alterations to Tenant Leases as set forth in **Schedule 12.a.ii(B)** are hereby incorporated by reference into and made a part of this **Schedule 12.a.xvii**.

(B) Obligations; and (D) Written Notices of Tenant Performance

None.

SCHEDULE 12.a.xx

INSURANCE POLICIES RELATING TO PREMISES

Insurance - USSC	Insurer	Policy Number	Deductible/ Retention	Insured Amount
Property (Incl Boiler & Machinery)	Factory Mutual Insurance Co.	JB348	Various by type of loss	1,000,000,000
Excess Auto/General Liability*	National Union Fire Insurance Co. of Pittsburg	BE5417773	\$1,000,000	\$50,000,000
Excess Liability	Liberty Insurance Underwriters	LQ1-B71-213131-028	10,000	25,000,000
Workers' Compensation	Ace American Insurance	WLRC4569818A	1,000,000	Statutory
Charitable Trust Liability	Philadelphia Insurance Companies	PHSD356036	2,500	2,000,000
Fidelity Liability	Zurich American Insurance Co.	FID 9673365 00	100,000	10,000,000
Above Ground Storage Tank Liability	Greenwich Insurance Company	PEC0028442	100,000	3,000,000
Special Crime	Liberty Insurance Underwriters	203079-015	0	5,000,000
Sub Total				
Total Premiums				

* General Liability and Auto Liability deductible = \$1,000,000

SCHEDULE 12.c.ii

PENDING PROCEEDINGS

1. South Florida Water Management District vs. The State of Florida et al, in the Circuit Court, 15th Judicial Circuit, Palm Beach County, Case No. 50-2008CA031975XXXXMB. Complaint for validation of certificates of participation.
2. Petition for Administrative Hearing filed by New Hope Sugar Company and Okeelanta Corporation on January 6, 2009, Agency Case No. SFWMD 2009-016 DAO, which was dismissed but is currently on appeal to the Florida 4th District Court of Appeal
3. Petition for Administrative Hearing filed by Miccosukee Tribe of Indians on January 13, 2009 (first amended petition filed January 16, 2009; second amended petition filed February 25, 2009), Agency Case No. SFWMD 2009-031 DAO, which was dismissed but is currently on appeal to the Florida 3rd District Court of Appeal

SCHEDULE 19.i

RELOCATION AREA

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