

From: Daniel M. Mackler [mailto:DMackler@gunster.com]
Sent: Tuesday, January 13, 2009 9:53 AM
To: Cooper, Abner; William E. Sudow
Cc: Marybeth Bosko; Danielle DeVito Hurley; Rick J. Burgess; ealmeida@ussugar.com; Malcolm Bubba Wade
Subject: Revised First Amendment

Enclosed is a revised First Amendment (clean and blacklined) that reflects our discussions.

Please call if you have any questions. Thanks.



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<http://www.gunster.com/about/disclaimer.html>.

FIRST AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE

THIS **FIRST AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE** ("First Amendment") is entered into as of January 15, 2009, by and among UNITED STATES SUGAR CORPORATION, a Delaware corporation ("Parent"), SBG FARMS, INC., a Florida corporation ("SBG") and SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation ("SGGC") (collectively, "Selling Subsidiaries" and, together with Parent, individually and collectively, the "SELLER"), and the SOUTH FLORIDA WATER MANAGEMENT DISTRICT, a public corporation created under Chapter 373 of the Florida Statutes, as BUYER ("BUYER").

RECITALS:

A. SELLER and BUYER are parties to that certain Agreement for Sale and Purchase, with an Effective Date of December 23, 2008 (the "Agreement") (all capitalized terms used but not defined herein shall have the meanings assigned to the same in the Agreement); and

B. SELLER and BUYER have agreed to enter into this First Amendment to modify certain terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUYER and SELLER agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

2. Section 7.a. The following subsection (xix) is hereby added at the end of Section 7.a:

"xix. The Relocation Agreement and Easements have been mutually agreed upon by the Parties pursuant to Section 11.a.xii and Section 19.j."

3. Section 7.c. The following subsection (xi) is hereby added at the end of Section 7.c:

"xi. The Relocation Agreement and Easements have been mutually agreed upon by the Parties pursuant to Section 11.a.xii and Section 19.j."

4. Section 11.a.xii. The last sentence of Section 11.a.xii is hereby deleted in its entirety and replaced with the following:

“The instruments described in clauses (i) and (ii) above (collectively, the “Easements”) shall be reasonably agreed upon prior to the Closing Date.”

5. Section 19.j. The fourth (4th) sentence of Section 19.j of the Agreement is hereby deleted in its entirety and replaced with the following:

“In the event that BUYER reasonably determines that it is necessary to relocate any portion of the Railroad System located within the boundaries described in Schedule 19.j attached hereto (the “Relocation Area”) in order to construct BUYER’s project, SELLER, SCFE and BUYER shall cause such relocation pursuant to the terms of a relocation agreement, the form of which shall be mutually agreed upon by the Parties and SCFE in their reasonable discretion on or before the Closing Date (the “Relocation Agreement”) and executed, delivered and recorded at Closing.”

6. Inspection Period Termination Date. Buyer and Seller acknowledge and agree that the Inspection Period Termination Date has occurred as of the date hereof.

7. Ratification. Except as expressly modified by this First Amendment, the terms and provisions of the Agreement remain unmodified and are in full force and effect. BUYER and SELLER hereby acknowledge and agree that, as of the date of execution of this First Amendment, neither Party has any Knowledge of any default under the terms or provisions of the Agreement by the other Party, or of the occurrence of any event that with the giving of notice or passage of time will result in a default under the Agreement by such other Party. From and after the execution of this First Amendment, all references to the Agreement shall be deemed to refer to the Agreement as amended by this First Amendment.

8. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. A facsimile or electronically transmitted copy of this First Amendment and any signatures hereon shall be considered for all purposes as originals.

[SIGNATURES ON FOLLOWING PAGE]

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

SELLERS:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SBG FARMS, INC., a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SOUTHERN GARDENS GROVES
CORPORATION, a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

BUYER:

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

Witness: _____

By: _____

Name: _____

As Its: _____

Witness _____

Date of Execution _____

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

JOINDER OF SOUTH CENTRAL FLORIDA EXPRESS, INC.

The undersigned, on behalf of SOUTH CENTRAL FLORIDA EXPRESS, INC., a Florida corporation, hereby joins in to this First Amendment solely for the purposes of agreeing to Section 5 thereof.

SOUTH CENTRAL FLORIDA EXPRESS,
INC., a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

FIRST AMENDMENT TO AGREEMENT FOR SALE AND PURCHASE

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RECITALS:

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B. SELLER and BUYER have agreed to enter into this First Amendment to modify certain terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUYER and SELLER agree as follows:

Recitals. The above recitals are true and correct and incorporated herein by reference. In the event of any conflict between the terms of the Agreement and the terms of this First Amendment, the terms of this First Amendment shall control.

Section 7.a. The following subsection (xix) is hereby added at the end of Section 7.a:

"xix. The Relocation Agreement and Easements have been mutually agreed upon by the Parties pursuant to Section 11.a.xii and Section 19.j."

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"xi. The Relocation Agreement and Easements have been mutually agreed upon by the Parties pursuant to Section 11.a.xii and Section 19.j."

Section 11.a.xii. The last sentence of Section 11.a.xii is hereby deleted in its entirety and replaced with the following:

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Section 19.j. The fourth (4th) sentence of Section 19.j of the Agreement is hereby deleted in its entirety and replaced with the following:

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Ratification. Except as expressly modified by this First Amendment, the terms and provisions of the Agreement remain unmodified and are in full force and effect. BUYER and SELLER hereby acknowledge and agree that, as of the date of execution of this First Amendment, neither Party ~~is aware~~has any Knowledge of any default under the terms or provisions of the Agreement by the other Party, or of the occurrence of any event that with the giving of notice or passage of time will result in a default under the Agreement by such other Party. From and after the execution of this First Amendment, all references to the Agreement shall be deemed to refer to the Agreement as amended by this First Amendment.

Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. A facsimile or electronically transmitted copy of this First Amendment and any signatures hereon shall be considered for all purposes as originals.

[SIGNATURES ON FOLLOWING PAGE]

(a) IN WITNESS WHEREOF, this First Amendment has been executed by the Parties hereto as of the date first written above.

SELLERS:

UNITED STATES SUGAR CORPORATION,
a Delaware corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SBG FARMS, INC., a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

SOUTHERN GARDENS GROVES
CORPORATION, a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____

BUYER:

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

Witness: _____

By: _____

Name: _____

As Its: _____

Witness _____

Date of Execution _____

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

JOINDER OF SOUTH CENTRAL FLORIDA EXPRESS, INC.

The undersigned, on behalf of SOUTH CENTRAL FLORIDA EXPRESS, INC., a Florida corporation, hereby joins in to this First Amendment solely for the purposes of agreeing to Section 5 thereof.

SOUTH CENTRAL FLORIDA EXPRESS,
INC., a Florida corporation

Witness: _____

By: _____

Name: _____

As its: _____

Witness _____

Date of Execution _____