



GUNSTER

ATTORNEYS AT LAW

Our File Number: 13776.00076
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January 30, 2009

VIA EMAIL AND FED EX

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

Attention: Eric Buermann, Chairman; and
Ms. Carol Ann Wehle, Executive Director

Re: Agreement for Sale and Purchase between United States Sugar Corporation, SBG Farms, Inc. and Southern Gardens Groves Corporation, collectively, as Seller, and the South Florida Water Management District, as Buyer, dated December 23, 2008, as amended (the "Agreement") (all capitalized terms used but not defined herein shall have the meanings assigned to the same in the Agreement)

Dear Chairman Buermann and Ms. Wehle:

Pursuant to Section 19.f.ii of the Agreement, enclosed are estoppel certificates from the following Tenants under the Tenant Leases that we have received since our previous letter dated January 22, 2009 (please note that the numbers in parentheses correspond to the lease number on Schedule 12.a.ii(B) of the Agreement, as updated):

1. United States of America – Statement of Lease Letter (#1);
2. Old Clewiston Airport (#8);
3. Curvin Martin (#9);
4. Melbourne Nicholas (#11);
5. Melbourne Nicholas (#12);
6. Global Produce Sales, Inc. (#24);
7. Charles White (#32);

Eric Buermann, Chairman
Ms. Carol Ann Wehle, Executive Director
January 30, 2009
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8. Integrity Farms (#36.v);
9. JEM Farms (#36. vi);
10. Tom Nichols (#36. ix);
11. MMC Farming, Inc. (#36. xiv); and
12. Glades Planting, LLC (#36. xv).

Please be advised that upon our receipt of the remaining estoppel certificates, we will forward the same to your attention.

If you have any questions or comments, please do not hesitate to contact us. Thank you.

Sincerely,

Danielle DeVito-Hurley
For the Firm

DDH/jm
Enclosures

cc: Sheryl G. Wood, General Counsel, SFWMD (w/encl. via email and Fed Ex)
Michael W. Sole, Secretary, Florida Department of Environmental Protection (w/encl. via email and Fed Ex)
Edward Almeida, Esq. (w/encl. via email)

FTL 353787.3



United States Department of Agriculture

Research, Education and Economics
Agricultural Research Service

January 23, 2009

SUBJECT: Statement of Lease Letter - Lease No. 57-6625-6-002 - Between the United States Sugar Corporation, a Delaware Corporation, and the United States of America

TO: Ms. Danielle DeVito-Hurley
Attorney At Law
Gunster Attorneys At Law
450 East Las Olas Blvd., Suite 1400
Fort Lauderdale, Florida 33301-4206

Dear Ms. DeVito-Hurley:

As discussed in our telephone conversation yesterday, in lieu of completing the Tenant Estoppel Certificate, as requested in your January 13, 2009 letter, the Government is providing this Statement of Lease Letter. As you advised, you had previously provided the Southwest Florida Water Management District (SWFWMD), as a potential purchaser of the real property containing the leased premises, with a copy of this lease.

The information contained in this letter is subject to the following conditions:

1. That it is based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;
2. That the Government shall not be held liable because of any defect in or condition of the premises;
3. That the Contracting Officer does not warrant or represent that the premises complies with applicable Federal, State and local law; and
4. That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable prepurchase and precommitment inspection of the premises and by inquiry to appropriate Federal, State and local Government offices.

Accordingly, the following information regarding Lease No. 57-6625-6-002, between the United States Sugar Corporation, a Delaware Corporation, as Lessor, and the United States of America, as the Government (Tenant), is provided:

1. The United States of America is a Tenant upon those certain parcels or tracts, located in Section 34, Township 41 South Range 37 East, Palm Beach County, Florida, containing a total of 113.98 acres. Said parcels further identified as U.S. Sugar Field Nos.



South Atlantic Area
950 College Station Road, Athens, GA 30605
An Equal Opportunity Employer

1734AB, containing 24.6 acres; 1734C, containing 37.7 acres; and 1734D, containing 20.80 acres; together with a parcel containing 30.88 acres, lying adjacent to the aforementioned parcels and the Government-owned property which comprises the U.S. Sugarcane Field Station, all as shown on Exhibit "A", attached to and made a part of, said lease.

2. The initial term of said lease being October 1, 2006 through September 30, 2007, with subsequent renewals for four (4) additional 12 month terms, through September 30, 2011. And further, at the option of the Government, the right of renewal beyond September 30, 2011, for five (5) additional twelve month terms.

3. Annual rental payments, in the amount of \$18,237.00, are paid annually, in arrears, with the latest annual payment, for the term October 1, 2007 through September 30, 2008, having been made September 26, 2008. Annual rental payments for the remaining three 12 month periods, shall be in the amount of \$18,237.00 each, and shall be paid annually, in arrears, on/about September 30, 2009, 2010, and 2011. At that time, should the Government exercise its further right to renew for the additional five (5) twelve month terms, the rental payment shall be in an amount as mutually agreed upon at the time of such renewal, not to exceed the fair market value lease rate for the area, and payments shall be made annually, in arrears.

4. The lease is in full force and effect.

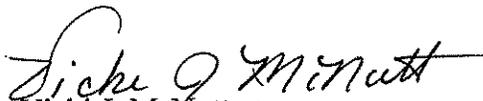
5. No rent or other charges have been paid in advance.

6. No notice of default has been issued pertaining to this lease.

5. In the event the SWFWMD purchases the real property containing the leased premises, it is the Government's understanding that the SWFWMD will receive an assignment of the United States Sugar Corporation's interest in and to this lease, at the time closing

If you have any questions, please contact me at (706) 546-3575.

Sincerely,


Vicki J. McNutt
Real Estate Warrant Officer

TENANT ESTOPPEL CERTIFICATE

**TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680**

RE: Tenant: **Old Clewiston Airport**, as Tenant of those certain properties described as Old Clewiston Airport (the "Premises") pursuant to a Lease (the "Lease") dated **January 1, 2008**, with **UNITED STATES SUGAR CORPORATION**, Landlord

This is to advise the South Florida Water Management District ("**SFWMD**") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on Dec 31 2009.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$ _____ plus \$ _____ for sales tax and is payable in advance on the _____ day of each month. The undersigned last made a rental payment on _____, which payment was in the amount of _____.

\$ _____ and constituted payment of rent for the month of _____.

7. The undersigned has not prepaid any rent.
8. The current balance of the undersigned's security deposit is: \$ 0.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional 1 yr., _____-year period(s) which option(s) **[please circle one:]** (have)(have not) been exercised.

Dated this 27th day of Jan., 2009

Witnesses:

[Signature]

Print: MONA L. RADEK

[Signature]

Print: MARGORIE H. MARTIN

Tenant:

By: Curvin Martin

Print: CURVIN MARTIN

By: _____

Print: _____

TENANT ESTOPPEL CERTIFICATE

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Tenant: **Curvin Martin**, as Tenant of those certain properties described as SF Sec. 16, T141p 43 S, Range 34 E, N. Hwy 1 (the Cor. of W. of W. Owea Ave. 1.6 acres) pursuant to a Lease (the "Lease") dated **January 1, 2008**, with **UNITED STATES SUGAR CORPORATION**, Landlord

This is to advise the South Florida Water Management District ("**SFWMD**") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on Dec 31, 2009.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$ plus \$ for sales tax and is payable in advance on the day of each month. The undersigned last made a rental payment on , which payment was in the amount of .

\$ _____ and constituted payment of rent for the month of _____.

7. The undersigned has ~~not~~ prepaid any rent.
8. The current balance of the undersigned's security deposit is: \$ _____.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional 1 1/2 -year period(s) which option(s) [please circle one:] (have)(have not) been exercised.

Dated this 27th day of Jan., 2009

Witnesses:

[Signature]

Print: Mona L. Raper

[Signature]
Print: Marjorie H. Martin

Tenant:

By: [Signature]

Print: Curvin Martin

By: _____

Print: _____

TENANT ESTOPPEL CERTIFICATE

**TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680**

RE: Tenant: Melbourne Nicholas, as Tenant of those certain properties described as SEE ATTACHED (the "Premises") pursuant to a Lease (the "Lease") dated **January 1, 2008, with **UNITED STATES SUGAR CORPORATION**, Landlord**

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

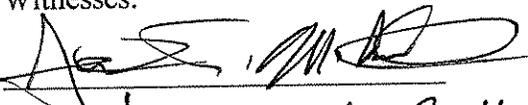
The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on Dec 31, 2009.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the ~~monthly~~ amount of \$ 182 plus \$ 00 for sales tax and is payable in advance on the 1 day of each ~~month~~. The undersigned last made a rental payment on Jan 22, 2009, which payment was in the amount of Yearly M-M - Annual M-M.

\$ 182.00 and constituted payment of rent for the ^{YEAR M.M.} ~~month~~ of 2009.

- 7. The undersigned has not prepaid any rent.
- 8. The current balance of the undersigned's security deposit is:
\$ — 0 —.
- 9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
- 10. The undersigned has an option to extend this Lease for an additional 500,
—-year period(s) which option(s) [please circle one:] (have) (have not) been exercised.

Dated this 21 day of JAN, 2009

Witnesses:

Print: JOHN D. McCallum

Tenant:
By: Melbourne Nicholas
Print: MELBOURNE NICHOLAS

Print _____

By: _____
Print: _____

LEASE AGREEMENT

THIS LEASE, made and entered into this 12th day of February,
2007, by and between UNITED STATES SUGAR CORPORATION, a Delaware corporation (the
"Lessor), and MELBOURNE NICHOLAS, (the "Lessee");

WITNESSETH:

1. Premises. In consideration of the mutual promises, covenants and conditions herein contained, and the rent reserved by Lessor, to be paid by Lessee to Lessor, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby rents of and from Lessor, the real property (the "Premises") more particularly described as follows:

A parcel of land in Section 17, Township 43 South, Range 34 East, Hendry County, Florida, being that part of the property formerly known as Western Division Sugarland Ranch, containing approximately .52 acres, as shown on the attached aerial photo, Parcel A.

2. Term. The term of this lease, and the accrual of rents hereunder, shall commence as of the 1st day of January, 2007, (the "Commencement Date"), and shall extend to the 31st day of December 2007, at 12:01 A.M.

3. Rent. Lessee shall without set off or demand pay as rent to Lessor during the term of this lease (\$350.00) per acre per year, payable in advance on the 1st day of January, 2007. The parties hereby agree that for the purposes of computing rents the acreage of the Premises is conclusively presumed to be (.52) acres. Accordingly, the total annual rental shall be ONE HUNDRED EIGHTY TWO and NO/100 DOLLARS.

TENANT ESTOPPEL CERTIFICATE

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Tenant: Melbourne Nicholas, as Tenant of those certain properties described as SEE ATTACHED (the "Premises") pursuant to a Lease (the "Lease") dated **January 1, 2008**, with **UNITED STATES SUGAR CORPORATION**, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on Dec 31, 2009.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$ 10.00 plus \$ NA for sales tax and is payable in advance on the 1 day of each month. The undersigned last made a rental payment on Jan 22, 2009, which payment was in the amount of

Jan M. N. *Annual M-N*

\$ 10.00 and constituted payment of rent for the ^{year 11.11.} month of 2009.

- 7. The undersigned has not prepaid any rent.
- 8. The current balance of the undersigned's security deposit is: \$ 0.
- 9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
- 10. The undersigned has an option to extend this Lease for an additional One, one-year period(s) which option(s) [please circle one:] (have) (have not) been exercised.

Dated this 21 day of Jan, 2009

Witnesses:

[Signature]

Print: John T. M. Callum

Print _____

Tenant:

By: Melbourne Nicholas

Print: Melbourne Nicholas

By: _____

Print: _____

LEASE AGREEMENT

THIS LEASE, made and entered into this 12th day of February, 2007, by and between UNITED STATES SUGAR CORPORATION, a Delaware corporation (the "Lessor), and MELBOURNE NICHOLAS, (the "Lessee");

WITNESSETH:

1. **Premises.** In consideration of the mutual promises, covenants and conditions herein contained, and the rent reserved by Lessor, to be paid by Lessee to Lessor, Lessor hereby leases, lets and demises unto Lessee, and Lessee hereby rents of and from Lessor, the real property (the "Premises") more particularly described as follows:

Parcel of land in Section 2, Township 44 South, Range 35 East, Palm Beach County, Florida, known as Field 45-K-2, containing Approximately 1.0 acres, more or less.

2. **Term.** The term of this lease, and the accrual of rents hereunder, shall commence as of the 1st day of January, 2007, (the "Commencement Date"), and shall extend to the 31st day of December 2007, at 12:01 A.M.

3. **Rent.** Lessee shall without set off or demand pay as rent to Lessor during the term of this lease (\$10.00) per acre per year, payable in advance on the 1st day of January, 2007. The parties hereby agree that for the purposes of computing rents the acreage of the Premises is conclusively presumed to be (1.0) acres. Accordingly, the total annual rental shall be TEN AND NO/100 DOLLARS.

TENANT ESTOPPEL CERTIFICATE

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Tenant: Global Produce Sales, Inc., as Tenant of those certain properties described as Block 311C3, 311C4, 311D4 see Attached Exhibit (the "Premises") pursuant to a Lease (the "Lease") dated September 25, 2008, with Southern Gardens Groves Corporation, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

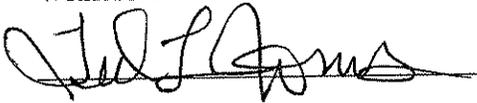
1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on July 1, 2009.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the ^{Lump Sum} ~~monthly~~ amount of \$2,852.00 plus \$ NA for sales tax and is payable in advance on the NA day of each month. The undersigned last made a rental payment on

Sept. 26, 2008, which payment was in the amount of
\$ 21,962.00 and constituted payment of rent for the months of
Oct 1, 2008 Thru July 1, 2009

7. The undersigned has ~~not~~ ^{all} prepaid ~~any~~ rent.
8. The current balance of the undersigned's security deposit is:
\$ 0.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional 0,
0-year period(s) which option(s) [please circle one:] (have)(have not) been exercised.

Dated this 21st day of January, 2009

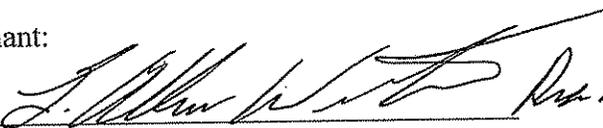
Witnesses:



Print: Ted L. JONES

Print: _____

Tenant:

By: 

Print: L. Allen Webster

By: _____

Print: _____

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is made this 25th day of September 2008, by and between SOUTHERN GARDENS GROVES CORPORATION, a Florida corporation ("SOUTHERN GARDENS") and GLOBAL PRODUCE SALES, INC., a Florida corporation ("Lessee").

In consideration of the covenants and agreements herein contained on the part of SOUTHERN GARDENS and Lessee, which the parties acknowledge to be good and valuable consideration for their obligations hereunder, the parties intending to be legally bound hereby agree as follows:

- a. SOUTHERN GARDENS hereby leases to Lessee certain real property (collectively, "Property") described in Exhibit "A" attached hereto and made an integral part hereof by reference.
- b. Unless terminated earlier pursuant to the terms hereof, this Agreement shall commence on October 1, 2008 and shall terminate on the earlier of the following: (1) July 1, 2009; or (2) the completion of the harvesting of the crops grown on each respective field within the Property by Lessee during the term of this Agreement.
- c. Lessee agrees to pay to SOUTHERN GARDENS for the leasing of the Property for the term of this Agreement the total sum of TWENTY ONE THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$21,852.00) (calculated at the rate of \$200 per acre for 109.26 acres, more or less), which sum is to be paid upon execution of this Agreement by Lessee.

Additionally, the parties agree to the following terms, conditions and restrictions:

1. Property Taxes and Assessments. SOUTHERN GARDENS will pay ad valorem taxes and drainage assessments upon the Property during the term of this Agreement.
2. Right of Inspection. SOUTHERN GARDENS shall have the right for itself or its legal representatives, at all reasonable times, to enter upon any part of the Property for the purpose of viewing or inspecting same; provided, however, that in so doing, SOUTHERN GARDENS or its legal representatives will not interfere in any way with the operations of Lessee.
3. No Sublease or Assignment. Lessee shall not assign, sell, transfer, or otherwise dispose of this Agreement nor any rights hereunder, nor sublet all or any part of the Property, nor permit any other person or entity to use any part of the Property without first obtaining the express written consent of SOUTHERN GARDENS, which consent may be withheld in the sole and absolute discretion of SOUTHERN GARDENS.

EXHIBIT "A"

Block	Acres (more or less)	Description
311C3	35.10	Northwest 1/4 of the Southeast 1/4 of Section 7 of Township 43 South, Range 33 East
311C4	34.53	Southwest 1/4 of the Southeast 1/4 of Section 7 of Township 43 South, Range 33 East
311D4	39.63	Southeast 1/4 of the Southeast 1/4 of Section 7 of Township 43 South, Range 33 East
Total	109.26	

RIND TIME FARMS, LLC
1018 EAST OLEANDER
LAKE LAND, FL 33801

COMMUNITY SOUTHERN BANK
63-1600/631

1646

09/26/2008

PAY TO THE ORDER OF U S SUGAR

\$ **21,852.00

Twenty-one thousand eight hundred fifty-two and 00/100 ***** DOLLARS

U S SUGAR

TWO SIGNATURES REQUIRED OVER 10,000

109.26 acres @ \$200.00/acre

⑈001646⑈ ⑆063116009⑆ 20010631⑈

09/26/2008

U S SUGAR

1646
21,852.00

OPERATING

109.26 acres @ \$200.00/acre

21,852.00

09/26/2008

U S SUGAR

1646
21,852.00

OPERATING

109.26 acres @ \$200.00/acre

21,852.00

TENANT ESTOPPEL CERTIFICATE

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Tenant: **Charles White**, as Tenant of those certain properties described as SECTION 8, TOWNSHIP 43 SOUTH, RANGE 32 EAST,
HENDRY Co. (WOODYARD HAMMOCK) (the "Premises") pursuant to a Lease (the "Lease") dated **February 1, 2004**, with **UNITED STATES SUGAR CORPORATION**, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on NO LEASE @ PRESENT TIME
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$ 0 plus \$ 0 for sales tax and is payable in advance on the 0 day of each month. The undersigned last made a rental payment on FEB, 2004, which payment was in the amount of

\$ 120.00 and constituted payment of rent for the ^{YEAR} ~~month~~ of 2009.

7. The undersigned has not prepaid any rent.
8. The current balance of the undersigned's security deposit is: \$ -00.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional _____, 1 -year period(s) which option(s) [please circle one:] (have) (have not) been exercised.

Dated this 24 day of JAN., 2009

Witnesses:

INV. Richard Waldron

Print: Richard Waldron

Inv. Wm. A. Davies

Print Wm. A. DAVIES

Tenant:

By: Charles White

Print: CHARLES WHITE

By: _____

Print: _____

* NOTE: I AM CURRENTLY A LAW ENFORCEMENT OFFICER ASSIGNED (UNDER CONTRACT WITH THE HENRY CO. SHERIFFS DEPT. & USSC.) TO PATROLE USSC PROPERTY. THAT IS THE REASON THERE IS NO ~~LEASE~~ LEASE CONTRACT AT THE PRESENT TIME.

C. White

I OWN MY MOBILE HOME THAT IS ON USSC PROPERTY.

TENANT ESTOPPEL CERTIFICATE

**TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680**

RE: Tenant: **Integrity Farms, Inc.**, as Tenant of those certain properties described as _____ (the "Premises") pursuant to a Lease (the "Lease") dated **October 20, 2008**, with **UNITED STATES SUGAR CORPORATION**, Landlord

This is to advise the South Florida Water Management District ("**SFWMD**") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on 6-15-09.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$ -0- plus \$ -0- for sales tax and is payable in advance on the _____ day of each month. The undersigned last made a rental payment on 12-17-08, which payment was in the amount of _____.

J.E.T.

\$ 150,290.00 and constituted payment of rent for the ~~month~~ of Spring/Summer Crop

7. The undersigned has ~~not~~ prepaid J.E.T. any rent. \$ 150,290.00
8. The current balance of the undersigned's security deposit is:
\$ - 0 -.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional - 0 -,
- 0 - year period(s) which option(s) [please circle one:] (have)(have not) been exercised.

Dated this 26 day of JANUARY, 2009

Witnesses:
[Signature]
Print: Michael W. Shiver
[Signature]
Print: Brian L. Deeb

Tenant:
By: [Signature]
Print: Joseph E. Thompson, Jr.
By: Integrity Farms, Inc.
Print: Integrity Farms, Inc.

TENANT ESTOPPEL CERTIFICATE

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Tenant: JEM Farms, Inc., as Tenant of those certain properties described as MANAGEMENT AREA 02 (the "Premises") pursuant to a Lease (the "Lease") dated **November 1, 2008**, with **UNITED STATES SUGAR CORPORATION**, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on 6-15-09.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is ^{*a ONE TIME PAYMENT IN THE*} ~~currently in the~~ monthly amount of \$154,683.00 plus \$ for sales tax and is payable in advance on the day of each month. The undersigned last made a rental payment on 12-18-08, which payment was in the amount of

11/1/08 thru 6/15/09.

\$ 154,683.00 and constituted payment of rent for ~~the month of~~

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

Dated this 20th day of JANUARY, 2009

Witnesses:
Stacey L Perkins
 Print: Stacey L Perkins
Cindy Koop
 Print Cindy Koop

Tenant:
 By: *JEM Farming Inc*
 Print: John E McKinstry
 By: _____
 Print: _____

TENANT ESTOPPEL CERTIFICATE

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Tenant: **Tom Nichols.**, as Tenant of those certain properties described as 67.7 Acres located in area 01
34301M (the "Premises") pursuant to a Lease (the "Lease") dated **December 23, 2008**, with **UNITED STATES SUGAR CORPORATION**, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on 5-31-09.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the monthly amount of \$ _____ plus \$ _____ for sales tax and is payable in advance on the _____ day of each month. The undersigned last made a rental payment on _____, which payment was in the amount of _____.

\$ \$6,770⁰⁰ and constituted payment of rent for the ~~month~~ of _____.

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

Dated this 24 day of January, 2009

Witnesses:

Dwayne Nichols

Print: Dwayne Nichols

Evelyn Nichols

Print: EVELYN Nichols

Tenant:

By: Tom Nichols

Print: TOM NICHOLS

By: _____

Print: _____

TENANT ESTOPPEL CERTIFICATE

TO: SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. Box 24680
West Palm Beach, FL 33416-4680

RE: Tenant: MMC Farming, Inc., as Tenant of those certain properties described
as 198.6 Acres (the
"Premises") pursuant to a Lease (the "Lease") dated **December 1, 2008**, with
UNITED STATES SUGAR CORPORATION, Landlord

This is to advise the South Florida Water Management District ("SFWMD") that the undersigned Tenant(s), (whether one or more, hereinafter referred to as the "undersigned") is the Tenant of the above-described Premises pursuant to the Lease. The undersigned understands that the SFWMD has agreed to purchase the real property containing the Premises. It is the undersigned's further understanding that the SFWMD will receive an assignment of the Landlord's interest in and to the Lease at Closing.

The SFWMD has requested that the undersigned confirm certain facts relative to the undersigned's occupancy and possession of the Premises and any rights or interest the undersigned may have in and to the Premises. Accordingly, the undersigned hereby confirms and certifies to the SFWMD the following facts with full knowledge that the SFWMD will rely thereon in purchasing the Premises:

1. The undersigned is the Tenant of the Premises under the Lease.
2. The Lease is current and in good standing and not in default as to either the obligation of the undersigned and/or the Landlord as of this date.
3. The Lease is in full force and effect and as of this date the undersigned is not entitled to any credit, offset or deduction in rent and has no claim against the Landlord for damages or other form of relief.
4. The Lease term expires on May 31, 2009.
5. The undersigned has not been granted any option or right of first refusal to purchase the Premises or any portion thereof and has not been granted concessions of free rent.
6. The undersigned's rental payment is currently in the ^{Annual} ~~monthly~~ amount of \$34,755 plus \$ _____ for sales tax and is payable in advance on the _____ day of each month. The undersigned last made a rental payment on 12/29/08, which payment was in the amount of _____

\$ 34,775.⁰⁰ and constituted payment of rent for the ^{year} ~~month~~ of 2009.

7. The undersigned has not prepaid any rent.
8. The current balance of the undersigned's security deposit is:
\$ - 0 -.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional none,
_____-year period(s) which option(s) [please circle one:] (have)(have not) been exercised.

Dated this 20th day of January, 2009

Witnesses:

Carrie L. Smith

Print: Carrie L. Smith

Tiffany L. Berry

Print Tiffany L. Berry

Tenant:

By: James R. Smith

Print: James R. Smith

By: _____

Print: _____

\$ _____ and constituted payment of rent for the month of _____.

7. The undersigned has not prepaid any rent.
8. The current balance of the undersigned's security deposit is: \$ 0-.
9. The Premises are in good condition and repair and the Landlord is not currently obligated to make any repairs.
10. The undersigned has an option to extend this Lease for an additional N/A, _____-year period(s) which option(s) [please circle one:] (have)(have not) been exercised.

Dated this 22 day of JAN, 2009

Witnesses:

Earl S. Dyess Jr.

Print: EARL S. DYESS JR.

Laura Butcher

Print Laura Butcher

Tenant:

By: Earl S. Dyess III (Trey)

Print: EARL S. DYESS III (Trey)

By: _____

Print: _____

EXHIBIT "A"

<u>Field Number</u>	<u>Crop</u>	<u>Acres</u>	<u>Lease Rate</u>	<u>Lease Total</u>
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Glades Planting, LLC

Spring Crop (Single)

Product Designated For Glades Pre-Cooler:

Yes

Contract
Paid Date

Lease
Begin Date

Lease
End Date:

12/1/2008

6/30/2009

Management Area 01

3419IM	Watermelons	67.7	\$175	\$11,848
3419JN	Watermelons	64.0	\$175	\$11,200
3419KO	Watermelons	69.5	\$175	\$12,163
3419LP	Watermelons	64.9	\$175	\$11,358
3420AE	Watermelons	70.4	\$175	\$12,320
3420BF	Watermelons	55.8	\$175	\$9,765
3420IM	Watermelons	69.9	\$175	\$12,233
3420JN	Watermelons	65.4	\$175	\$11,445
Management Area 01 Totals:		527.6		\$92,330
Spring Crop (Single) Totals		527.6		\$92,330
Glades Planting, LLC Totals:		527.6		\$92,330