

SUGARCANE PURCHASE RENEWAL AGREEMENT

THIS SUGARCANE PURCHASE RENEWAL AGREEMENT is entered into by and between the School Board of Palm Beach County, Florida (hereinafter referred to as the "School District"), acting by and through the School Board of Palm Beach County, Florida (hereinafter referred to as "School Board"), in accordance with the provisions of Section 4(b) of Article IX of the State Constitution, whose address is 3300 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813 and the United States Sugar Corporation (hereinafter referred to as "U.S. Sugar"), whose address is Post Office Box 1207, Clewiston, Florida 33440-1207.

WITNESSETH:

WHEREAS, the School Board is the owner of 7.8 acres of useable farm land which is part of the Rosenwald Elementary School site (the "Property"); and

WHEREAS, the School Board and U.S. Sugar are working together to provide education to the School District's students regarding the agricultural industry and its opportunities; and

WHEREAS, part of U.S. Sugar's participation in the School District's agricultural program includes the growing and harvesting of sugar cane on the Property; and

WHEREAS, this active participation by U.S. Sugar in the School District's agricultural education process benefits the students at Rosenwald Elementary by affording them the opportunity to be involved as members of the S.O.A.R. (Saving Our Agricultural Resources) Project. S.O.A.R., sponsored by the University of Florida and U.S. Sugar, prepares these students to successfully continue and expand their agricultural education at the middle and high school levels; and -

WHEREAS, based on the annual crop yield, the income generated from the farming of this property is approximately \$7,000. These proceeds are remitted to Rosenwald Elementary as the sugarcane is harvested and marketed; and

THEREFORE, this agreement is entered into by both parties in accordance with the terms and conditions of the attached letter dated as of September 1, 2004 and Indemnification Agreement dated as of September 1, 2004, both of which the parties ratify and acknowledge remain in full force and effect through the term of this Renewal and are incorporated into this contract by reference, as Attachment I and Attachment II respectively.

This agreement shall commence on September 1, 2004 and continue in force until February 28, 2008, subject to the parties' ability to continue.

Pursuant to the schedule attached hereto as Attachment III, U.S. Sugar shall

prepare the fields, plant, maintain and harvest the sugar cane on the Property and pay the School Board pursuant to the methodology set forth in Attachment I.

The signatory, Andy Rackley, hereby certifies that as the official of U.S. Sugar, he has the full authority of the U.S. Sugar to represent and enter into this agreement.

The School Board of Palm Beach County, Florida

Thomas E. Lynch, Chairman

ATTEST:

Arthur C. Johnson, Ph.D., Superintendent

Legal Form Approved

Blair [Signature] 12/22/04
School Board Attorney

United States Sugar Corporation

Andy Rackley

Andy Rackley, Director-Grower Relations

General Manager ^{9/17}



ATTACHMENT I

December 21, 2004

Palm Beach County School Board
3300 Forest Hill Boulevard, B-246
West Palm Beach, FL, 33406

Dear Grower:

During the 2004/2005 harvest year you will be charged \$6.25 per ton for all cane harvested by U. S. Sugar. You're harvesting charges will be deducted from your cane payment.

If you wish to be paid using a different payment method than last crop, please call Terri Rifa' at 863-902-2151. If we do not hear from you, we will use the same payment method as last crop.

If you have any questions, please give me a call.

Sincerely yours,

A handwritten signature in cursive script that reads "Andy Rackley".

Andy Rackley,

AR:tr

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made as of **September 1, 2004** by and between The School Board of Palm Beach County, Florida ("District") and United States Sugar Corporation ("U.S. Sugar").

RECITALS

WHEREAS, the District is the owner of 7.8 acres of useable farm land situated in close proximity to Rosenwald Elementary School, in South Bay, Florida more particularly described on Exhibit "A" (the "Rosenwald Property") (Pahokee Property and Rosenwald Property, collectively the "Property"); and

WHEREAS, U.S. Sugar has been farming the Property pursuant to a Sugarcane Purchase Agreement dated October 1, 2002; and

WHEREAS, the District and U.S. Sugar wish to continue to work together toward the education of young people in the agriculture industry in Palm Beach County; and

WHEREAS, the parties agree that U.S. Sugar shall participate in District's agricultural program and pursuant thereto shall continue to grow and harvest sugar cane from the Property in exchange for payment in accordance with U.S. Sugar's Sugar Cane Purchase Renewal Agreement dated as of September 1, 2004 and the execution of this Indemnification Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. The parties warrant and represent that the foregoing recitals are accurate and correct and hereby incorporate them herein.
2. U.S. Sugar shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of U.S. Sugar, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by U.S. Sugar or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for U.S. Sugar under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by U.S. Sugar. U.S. Sugar recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

3. The District recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity; provided, however, that this provision shall not be construed as a waiver of any right or defense that the District has under said statute.

4. U.S. Sugar shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida, insurance for protection from claims under the Workers' Compensation Act and other employee benefits acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages other than to the work itself, to Property which may arise out of or result from U.S. Sugar's operation under the Agreement whether such operation be by U.S. Sugar, its employees, invitees, or by a subcontractor of anyone directly or indirectly employed by any of them.

5. On or before the execution of this Agreement, U.S. Sugar must supply District with a Certificate of Insurance naming the District as an additional insured on all insurance policies required by this section. Such Certificate shall provide written notice to District thirty (30) days prior to any cancellation of said insurance. In addition, such insurance shall be for no less than the following amounts: (a) automobile; \$500,000 per injury and per death, (b) CGL; \$1,000,000 per occurrence for both personal injury and property damage, and (C) Workers' Compensation; Statutory and Employers Liability in the amount of \$500,000.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date written above.

UNITED STATES SUGAR CORPORATION

By: Andy Rachtley

Andy Rachtley
PRINT NAME

General Manager
TITLE

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

By: _____
Thomas E. Lynch, Chairman

By: _____
Arthur C. Johnson, Ph.D., Superintendent

REVIEWED AND APPROVED AS TO LEGAL FORM

Blair Little 12/22/04
School Board Attorney

ATTACHMENT III

Cane Crop Cycle

Plant cycle			
May-03 - August-03	September-03	September-03 - February-04	February-04 - March-04
Field is fallow	Field replanted	Growing season	Harvest

Ratoon cycle*	
April-04 - January-05	February-05
Ratoon crop growing season	Ratoon harvested

*Note: This cycle repeats itself until such time it is deemed necessary to replant. On the average this would every three to four years.