

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

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)  
IN RE UNITED STATES SUGAR )  
CORPORATION LITIGATION )  
\_\_\_\_\_ )

Master File No.  
08-80101-CV-MIDDLEBROOKS/JOHNSON

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement (the "Stipulation") is submitted pursuant to Rule 23 of the Federal Rules of Civil Procedure and is executed on September 24, 2009. Based upon the agreement reached at the May 28, 2009 mediation before Bruce Greer, the case will be settled on the terms and conditions set forth herein subject to (1) this Court's approval and (2) approval by an Independent Fiduciary. This Stipulation is entered into among Lead Plaintiffs Diallo Johnson, Mary Rafter, Linda Stanley, Michael Texton and Miguel Maturana on behalf of both the Participant Class (to be defined later) and the Shareholder Class (to be defined later), by and through their respective counsel, with Defendants William S. White, Robert H. Buker, Jr., John Butler, Frederick Kirkpatrick, Roy E. Peterson, W. Archibald Piper, William H. Piper, Lloyd E. Reuss, Horace Wilkins, Ridgway White, Gerard Bernard, Bank of America, N.A. (as successor to United States Trust Company, N.A.) and the United States Sugar Corporation ("U.S. Sugar").<sup>1</sup>

<sup>1</sup> The Charles Stewart Mott Foundation, Claire Mott White, and the U.S. Sugar ESOP Committee are former defendants in the Action, as defined below. Prior to this Settlement, as defined below, the claims against the Charles Stewart Mott Foundation were dismissed with prejudice, the claims against Claire Mott White were abandoned, and the members of the ESOP Committee, other than Gerard Bernard, were never served and were dismissed without prejudice. Accordingly, the Charles Stewart Mott Foundation, Claire Mott White, and the U.S. Sugar ESOP Committee are Released Parties, as defined below, under this Settlement, and the Parties to this Settlement intend that the foregoing entities, as well as any and all other Released Parties, shall be third party beneficiaries of this Settlement. In addition, the Charles Stewart Mott Foundation is a member of the Shareholder Class, as defined herein.

WHEREAS:

A. On January 31, 2008, Plaintiffs Diallo Johnson, Mary Rafter, and Linda Stanley filed Johnson, et al. v. United States Sugar Corporation, et al., Case No. 08-80101 Civ-Middlebrooks/Johnson in the Southern District of Florida, which was subsequently amended on May 2, 2008. The Johnson action, along with the actions styled Matura v. United States Sugar Corporation, et al., Case No. 08-80711 Civ-Middlebrooks/Johnson, Texton v. United States Sugar Corporation et al., Case No. 08-80778 Civ-Ryskamp/Vitunac, and Roland v. United States Sugar Corporation et al., Case No. 08-80780 Civ-Ryskamp/Vitunac, were consolidated as In re United States Sugar Corporation Litigation, Case No. 08-80101 Civ-Middlebrooks on October 6, 2008, and are all hereinafter referred to as the "Action".

B. The various complaints in the Action allege that the Defendants, and certain former defendants, breached various fiduciary duties, including the duty of loyalty and good faith, the duty against self-dealing, the duty against oppression of minority shareholders, and the duty of care; conversion; and breach of several ERISA provisions, including failure to prudently and loyally manage the ESOP (to be defined later), failure to provide complete and accurate information to the ESOP participants, failure to monitor ERISA fiduciaries, breach of an alleged duty to avoid conflicts, engaging in prohibited self-dealing transactions, and unlawful interference with the attainment of benefits.

C. Plaintiff Michael Roland voluntarily dismissed his claim on December 9, 2008.

D. Mediations were conducted on August 15, 2008, September 29, 2008, and May 28, 2009 with Bruce Greer.

E. After a Consolidated Amended Complaint was filed by the Plaintiffs, Defendant U.S. Trust filed its Motion to Dismiss on October 15, 2008. All other Defendants and former defendants filed their Motions to Dismiss on October 27, 2008.

F The Parties and former parties to the Action conducted extensive discovery including the production and review of tens of thousands of documents and the depositions of over twenty witnesses.

G On April 27, 2009, Judge Middlebrooks entered an Order granting in part and denying in part Defendants' Motions to Dismiss

H. The Motions to Dismiss were resolved by the Court on April 27, 2009 in the following manner:

**Count I** (Breach of Fiduciary Duty, Duty of Loyalty and Good Faith) claims made by the ESOP Plaintiffs<sup>2</sup> were dismissed with prejudice as to the Defendants named in Count I. Plaintiff Mary Rafter's ("Rafter") claim in Count I was not dismissed.

**Count II** (Breach of Fiduciary Duty, Self-Dealing) claims made by the ESOP Plaintiffs were dismissed with prejudice as to all Defendants and former defendants named in Count II. Plaintiff Rafter's Count II claims were dismissed without prejudice, except that Rafter's Count II claim against former defendant Charles Stewart Mott Foundation was dismissed with prejudice.

**Count III** (Breach of Fiduciary Duty, Majority/Controlling Shareholder Oppression of Minority Shareholders) claims were dismissed with prejudice

**Count IV** (Breach of Fiduciary Duty, Duty of Care) claims were dismissed without prejudice

**Count V** (Conversion) claims made by the ESOP Plaintiffs were dismissed with prejudice. Rafter's Count V claim against former defendant Charles Stewart Mott Foundation was dismissed with prejudice, and her Count V claim against William White was dismissed without prejudice.

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<sup>2</sup> As identified in the Court's April 27, 2009 Order, the ESOP Plaintiffs are Johnson, Stanley, Maturana, and Texton, because those Plaintiffs are alleged to be or to have been participants in the U S Sugar ESOP, as defined below. Plaintiff Mary Rafter ("Rafter"), however, alleges that she is a direct shareholder of U S Sugar

**Count VI** (ERISA Breach of Fiduciary Duty, Failure to Prudently and Loyally Manage the Plan) claims were dismissed without prejudice for failure to exhaust administrative remedies.

**Count VII** (ERISA Breach of Fiduciary Duty, Failure to Provide Complete and Accurate Information to ESOP Participants) claims were dismissed without prejudice for failure to exhaust administrative remedies.

**Count VIII** (ERISA Breach of Fiduciary Duty, Failure to Monitor ERISA Fiduciaries Appointed by Board of Directors) claims were dismissed without prejudice for failure to exhaust administrative remedies.

**Count IX** (ERISA Breach of Fiduciary Duty, Breach of Duty to Avoid Conflicts) claims were dismissed without prejudice for failure to exhaust administrative remedies.

**Count X** (ERISA Co-Fiduciary Liability) claims were dismissed without prejudice for failure to exhaust administrative remedies.

**Count XI** (Violation of ERISA § 406(b), Engaging in Prohibited Self-Dealing Transactions) claims were dismissed without prejudice for failure to exhaust administrative remedies.

**Count XII** (Removal of ESOP Fiduciaries and Trustee under ERISA § 409) claims were dismissed without prejudice for failure to exhaust administrative remedies.

**Count XIII** (Unlawful Interference With the Attainment of Benefits Under ERISA § 510) claims were dismissed without prejudice for failure to exhaust administrative remedies

I. The Released Parties (to be defined later) deny any wrongdoing whatsoever, and this Stipulation shall in no event be construed or deemed to be evidence of an admission or concession on the part of the Released Parties with respect to any claim or of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that the Released Parties have asserted. The parties to this Stipulation recognize, however, that the litigation has

been filed by Plaintiffs and defended by the Released Parties in good faith, in accordance with Federal Rule of Civil Procedure 11, that the litigation is being voluntarily settled after advice of counsel, and that the terms of the Settlement (to be later defined) are fair, adequate and reasonable. This Stipulation shall not be construed or deemed to be a concession by any Plaintiff of any infirmity in the claims asserted in the Action nor shall it be deemed a concession by the Released Parties of any infirmity in their defenses;

J. Plaintiffs' Class Counsel have conducted an investigation relating to the claims and the underlying events and transactions alleged in the Action. Plaintiffs' Class Counsel have conducted extensive pre-trial discovery, analyzed the evidence adduced thereby, employed expert witnesses, and have researched the applicable law with respect to the claims of Plaintiffs and the Classes against the Released Parties and regarding potential defenses thereto;

K. Plaintiffs, by their counsel, have conducted extensive discussions and arm's length negotiations with counsel for the Released Parties with respect to a compromise and settlement of the Action as against the Released Parties with a view to settling the issues in dispute and achieving the best relief possible consistent with the interests of the Classes; and

L. Based upon their investigation and discovery as set forth above, Plaintiffs and Plaintiffs' Class Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Plaintiffs and the Classes, and in their best interests, and have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering (a) the benefits that Plaintiffs and the members of the Classes will receive from settlement of the Action, (b) the attendant risks of litigation, and (c) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. Specifically, Plaintiffs' Class Counsel have considered the following factors and analyzed (1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the

range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the Settlement; and (6) the stage of proceedings at which the Settlement was achieved. Plaintiffs' Class Counsel have also considered and analyzed (1) whether the Settlement was a product of fraud or collusion; (2) the stage of the proceedings and the amount of discovery completed; (3) the factual and legal obstacles to prevailing on the merits; (4) the certainty of damages; and (5) the respective opinions of the participants, including class counsel, class representative, and the absent class members.

NOW THEREFORE, without any admission or concession on the part of Plaintiffs of any lack of merit of the Action whatsoever, and without any admission or concession of any liability or wrongdoing or lack of merit in the defenses whatsoever by the Released Parties, it is hereby STIPULATED AND AGREED, by and among the parties to this Stipulation, through their respective attorneys, subject to approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the parties hereto from the Settlement, that all Released Claims for Settlement Payment (as defined below) and Released Claims for Additional Settlement Payment (as defined below) as against the Released Parties shall be compromised, settled, released and dismissed with prejudice, upon and subject to the following terms and conditions:

**CERTAIN DEFINITIONS**

1. As used in this Stipulation, the following terms shall have the following meanings:

(a) "Claims Administrator" shall mean The Garden City Group, Inc., 105 Maxess Road, Mellville, NY 11747.

(b) "Classes" shall mean both the Shareholder Class and the Participant Class.

(c) "Class Member" shall mean any individual member of either the Shareholder Class or the Participant Class.

(d) "Class Members" shall mean all members of both the Shareholder Class and the Participant Class.

(e) "Closing Date" shall mean the date on which the Closing referred to in Paragraph 7 hereof occurs

(f) "Counsel for Defendants" shall mean the law firms of Gunster, Yoakley & Stewart, P.A., Akerman Senterfitt, P.A., Alston & Bird, LLP, Greenberg Traurig, P.A., King & Spalding LLP, and Liebler, Gonzalez & Portuando.

(g) "Counsel for the Released Parties" shall mean any counsel that appeared in the Action on behalf of the respective party that is included among the Released Parties.

(h) "Defendants" shall mean William S. White, Robert H. Buker, Jr., John Butler, Frederick Kirkpatrick, Roy E. Peterson, W. Archibald Piper, William H. Piper, Lloyd E. Reuss, Horace Wilkins, Ridgway White, Gerard Bernard, Bank of America, N.A. (as successor to United States Trust Company, N.A.), and U.S. Sugar

(i) "Effective Date of Settlement" or "Effective Date" means the date upon which the Settlement contemplated by this Stipulation shall become effective, as set forth in Paragraph 35 below.

(j) The "ESOP" shall mean the United States Sugar Corporation Employee Stock Ownership Plan, which was the subject of the Action with respect to the Participant Class.

(k) "ESOP Committee" means the "named fiduciary" and "plan administrator" of the ESOP, as those terms are defined in ERISA, and includes the following individuals: R. Keith Causseaux, Bryan E. Cross, Charles F. Shide, Gerard A. Bernard, Carl Stringer and Luke Humphries, and any U.S. Sugar current or former employee who served on the ESOP Committee during the Participant Class Period, as defined herein, as reflected by any ESOP records or documents or U.S. Sugar's internal records or documents.

(l) "Independent Fiduciary" shall mean a person appointed by the ESOP Committee, as named fiduciary of the Plan, who has no relationship to, or interest in, any of the Parties and whose fees and expenses shall be paid by U.S. Sugar, to consider whether to approve and authorize in writing the Settlement in accordance with United States Department of Labor Prohibited Transaction Exemption 2003-39

(m) "Notice" means the Notice of Pendency of Class Action, Proposed Settlement and Fairness Hearing, which is to be sent to members of the Classes substantially in the form attached hereto as Exhibit A

(n) "Order and Final Judgment with Respect to the Settlement" means the proposed order to be entered approving the Settlement substantially in the form attached hereto as Exhibit C.

(o) "Participant Class" shall mean a class pursuant to Fed. R. Civ. P. 23(b)(1), certified for settlement purposes only as a non opt-out class, consisting of all participants and beneficiaries of the ESOP during the Participant Class Period. Excluded from the Participant Class are Gerard A. Bernard and Robert H. Buker, Jr

(p) "Participant Class Period" shall mean the period beginning on January 31, 2002 and ending on the date of execution of this Stipulation.

(q) "Plaintiffs' Lead Counsel" means the law firm of Colson Hicks Eidson.

(r) "Plaintiffs' Class Counsel" means Plaintiffs' Lead Counsel as well as the law firms of Squitieri & Fearon, LLP, Hort Soper, Esq. and Vianale & Vianale, LLP.

(s) "Plan of Allocation" shall mean the formula pursuant to which the Settlement Payment or Additional Settlement Payment, is allocated among Class Members of their respective class as set forth under paragraphs 11 through 21 hereof, including the allocation of expenses or Taxes under paragraph 9 hereof.

(t) "Preliminary Approval Order" means the proposed order preliminarily approving the Settlement and directing notice thereof to the Classes substantially in the form attached hereto as Exhibit B

(u) "Released Claims for Additional Settlement Payment" shall have the meaning afforded to it in Paragraph 8 below.

(v) "Released Claims for Settlement Payment" shall have the meaning afforded to it in Paragraph 4 below.

(w) "Released Parties" shall mean William S. White, Robert H. Buker, Jr., John Butler, Frederick Kirkpatrick, Roy E. Peterson, W. Archibald Piper, William H. Piper, Lloyd E. Reuss, Horace Wilkins, Claire Mott White, Ridgway White, Gerard Bernard, the ESOP Committee, the Charles Stewart Mott Foundation, United States Trust Company, N.A., Bank of America, N.A. (as successor to United States Trust Company, N.A.), Evercore Trust Company, N.A. (as the current Trustee of the ESOP, and which succeeded Bank of America, N.A. as Trustee of the ESOP), United States Sugar Corporation, and for all of the above, all predecessors, successors and assigns or any current or former affiliate, partner, principal, directors, officers, representatives, insurers, attorneys, agents and accountants and, in the case of individuals, their respective heirs, beneficiaries, executors, administrators, successors, and legal representatives.

(x) "Settlement" means the settlement contemplated by this Stipulation.

(y) "Settlement Fund" shall mean those monies paid to the Claims Administrator for allocation and disbursement as provided for in this Stipulation, and shall be comprised of the Settlement Payment Fund and the Additional Settlement Payment Fund, as those terms are defined in Paragraphs 6 and 7 hereof, respectively

(z) "Settlement Payment" (to be later defined) and "Additional Settlement Payment" (to be later defined) comprise the entire amount of monetary consideration provided to the Classes.

(aa) "Shareholder Class" shall mean a class pursuant to Fed. R. Civ. P. 23(b)(3), certified for settlement purposes only as an opt-out class, consisting of all owners of Class A common stock of U.S. Sugar at any time during the Shareholder Class Period, including, but not limited to (1) Evercore Trust Company, N.A. (which succeeded Bank of America, N.A., which succeeded U.S. Trust, N.A.), as Trustee for the ESOP with regard to the ESOP's shares and on behalf of any participants to whose accounts such shares were allocated at any time during the Shareholder Class Period; and (2) the Charles Stewart Mott Foundation. Excluded from the Shareholder Class are William S. White, Ridgway White and John Butler and any trusts in which (1) William S. White is both the trustee and sole beneficiary; (2) Ridgway White is both the trustee and sole beneficiary; or (3) John Butler is both the trustee and sole beneficiary.

(bb) "Shareholder Class Period" shall mean the period beginning on August 4, 2005 and ending on the date of execution of the Stipulation.

(cc) "Shares" shall mean Class A Common Shares issued by U.S. Sugar.

(dd) "Trustee for the ESOP" shall mean Evercore Trust Company, N.A. (as successor to Bank of America, N.A., as successor to U.S. Trust, N.A.)

**SCOPE AND EFFECT OF SETTLEMENT**

2. Pursuant to the Order and Final Judgment with Respect to the Released Parties, upon the Effective Date of this Settlement, Plaintiffs and the Class Members on behalf of themselves, their heirs, executors, administrators, successors and assigns, shall, with respect to each and every Released Claims for Settlement Payment and Released Claims for Additional Settlement Payment, release and forever discharge, and shall forever be enjoined from prosecuting, any Released Claims for Settlement Payment and Released Claims for Additional Settlement Payment against any of the Released Parties; provided, however, if the Additional Settlement Payment is not made, then the release of the Released Claims for Additional Settlement Payment shall not be effective

**THE SETTLEMENT CONSIDERATION**

3. U.S. Sugar shall pay a total of \$8,400,000 into the Settlement Fund for distribution to the Classes, inclusive of all plaintiffs' attorneys' fees and all litigation expenses (the "Settlement Payment"), in exchange for, among other things, the releases, described below, in favor of the Released Parties.

4. The releases for the Settlement Payment (hereinafter "Released Claims for Settlement Payment") include releases of any and all claims of any nature whatsoever (including claims for any and all losses, damages, unjust enrichment, attorney fees, disgorgement of fees, litigation costs, injunction, declaration, contribution, indemnification or any other type or nature of legal or equitable relief) for losses suffered by Class Members, whether accrued or not, whether already acquired or acquired in the future, whether known, unknown, or unsuspected, asserted or unasserted, in law or equity, as well as any claim or right obtained by assignment, brought by way of demand, complaint, cross-claim, counterclaim, third party claim or otherwise,

arising out of any or all of the acts, omissions, facts, matters, transactions or occurrences, based on, arising from or related to any action or inaction of any or all of the Released Parties through and including the date of the execution of this Stipulation that are, were or could have been alleged, asserted, or set forth in any of the complaints or would be barred by principles of res judicata if the claims were asserted and if the Action had been fully litigated and resulted in a final judgment in Defendants' favor, arising out of the allegations in or that could have been asserted in, the complaints styled: Johnson. et al. v. United States Sugar Corporation, et al., Case No. 08-80101 Civ-Middlebrooks/Johnson, Matura v. United States Sugar Corporation, et al., Case No 08-80711 Civ-Middlebrooks/Johnson, Texton v. United States Sugar Corporation et al., Case No. 08-80778 Civ-Ryskamp/Vitunac, Roland v. United States Sugar Corporation et al., Case No. 08-80780 Civ-Ryskamp/Vitunac, and In re United States Sugar Corporation Litigation, Case No 08-80101 Civ-Middlebrooks, including but not limited to any allegations of any action or inaction arising out of or in connection with, or relating to, any and all of the transactions contemplated, discussed or considered between U.S. Sugar and the South Florida Water Management District ("SFWMD"), including, without limitation, the structuring and negotiations by U.S. Sugar's Directors and/or U.S. Sugar's Officers directly, and indirectly through professional advisors, of the terms, conditions and timing thereof; the authorization and approval by U.S. Sugar's Directors of U.S. Sugar's execution and delivery of the agreement that is set forth in the Amended and Restated Agreement for Sale and Purchase, between U.S. Sugar, SBG Farms, Inc, Southern Gardens Groves Corporation, and SFWMD, dated May 13, 2009 (the "SFWMD Transaction") and all of the agreements, instruments, applications, filings, registrations, reports, communications, statements and recommendations to U.S. Sugar's shareholders and employees made by U.S. Sugar in connection therewith; and U.S. Sugar's Directors' and Officers' review and consideration of, and deliberations, due diligence

investigation of any kind and oversight of U.S. Sugar's Officers and professional advisors with respect to the SFWMD Transaction and all proposed and potential alternative transactions, whether with SFWMD or other entities or individuals, involving U.S. Sugar and its capital stock and/or assets which were or may have been available to U.S. Sugar and its shareholders before the execution and announcement of the SFWMD Transaction and which were or may have been available to U.S. Sugar and its shareholders after the execution and delivery of the SFWMD Transaction at any time through and including the date of execution of this Stipulation.

5. The Released Claims for Settlement Payment do not and will not include releases by any member of the Participant Class of any claims relating to personal injury or wrongful death or any claims based on wrongful termination or employment discrimination (other than claims arising under ERISA).

6. U.S. Sugar will pay the Settlement Payment into the Settlement Fund on January 10, 2010 (or such later date as the parties may agree or the Court may order). The Claims Administrator shall credit the Settlement Payment to a separate bookkeeping account (the "Settlement Payment Fund") within the Settlement Fund. Upon receipt of the Class Distribution Order (defined below), the Claims Administrator shall disburse the amount of the Settlement Payment Fund, increased by any income earned by the Settlement Payment Fund, and reduced by the expenses and Taxes allocable to the Settlement Payment Fund under Paragraph 9 hereof, to the Classes in accordance with the Plan of Allocation and Distribution in Paragraphs 11 through 21 hereof.

7. U.S. Sugar shall pay a total of \$7,500,000, inclusive of all plaintiffs' attorneys' fees and all litigation expenses, into the Settlement Fund for distribution to the Shareholder Class (the "Additional Settlement Payment") if and only if U.S. Sugar closes on the SFWMD Transaction or any other transaction involving a sale of assets of U.S. Sugar and/or its

subsidiaries for a purchase price of at least \$500,000,000 that closes on or before December 31, 2011 (the "Closing")<sup>2</sup> U.S Sugar will make any payment required by this paragraph within 60 calendar days of the Closing Date. The Claims Administrator shall credit the Additional Settlement Payment to a separate bookkeeping account (the "Additional Settlement Payment Fund") within the Settlement Fund. Upon receipt of an Order from the Court directing the disbursement of the Additional Settlement Payment Fund, the Claims Administrator shall disburse the amount of the Additional Settlement Fund, increased by any income earned by the Additional Settlement Payment Fund, and reduced by the expenses and Taxes allocable to the Additional Settlement Payment Fund under Paragraph 9 hereof, to the Shareholder Class in accordance with the Plan of Allocation and Distribution in Paragraphs 11 through 21 hereof.

8. In exchange for the Additional Settlement Payment, the Shareholder Class will release the Released Parties (the "Released Claims for Additional Settlement Payment") from any and all claims of any nature whatsoever (including claims for any and all losses, damages, unjust enrichment, attorney fees, disgorgement of fees, litigation costs, injunction, declaration, contribution, indemnification or any other type or nature of legal or equitable relief) for losses suffered by the members of the Shareholder Class whether accrued or not, whether already acquired or acquired in the future, whether known, unknown, or unsuspected, asserted or unasserted, in law or equity, as well as any claim or right obtained by assignment, brought by way of demand, complaint, cross-claim, counterclaim, third party claim or otherwise, arising out of any or all of the acts, omissions, facts, matters, transactions or occurrences, based on, arising from or related to any action or inaction of any or all of the Released Parties beginning immediately after the execution of this Stipulation and continuing through and including the Closing Date arising out of or in connection with, or relating to, any and all of the transactions

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<sup>2</sup> An electronic copy of the Amended and Restated Agreement for Sale and Purchase is available on the South

contemplated by, discussed or considered between U.S. Sugar and SFWMD, including, without limitation, the structuring and negotiations by U.S. Sugar's Directors and/or U.S. Sugar's Officers directly, and indirectly through professional advisors, of the terms, conditions and timing thereof; the authorization and approval by U.S. Sugar's Directors of U.S. Sugar's execution and delivery of the SFWMD Transaction and all of the agreements, instruments, applications, filings, registrations, reports, communications, statements and recommendations to U.S. Sugar's shareholders and employees made by U.S. Sugar in connection therewith; and U.S. Sugar's Directors' and Officers' review and consideration of, and deliberations, due diligence investigation of any kind and oversight of U.S. Sugar's Officers and professional advisors with respect to the SFWMD Transaction and all proposed and potential alternative transactions, whether with SFWMD or other entities or individuals, involving U.S. Sugar and its capital stock and/or assets which were or may have been available to U.S. Sugar and its shareholders before the execution and announcement of the SFWMD Transaction and which were or may have been available to U.S. Sugar and its shareholders after the execution and delivery of the SFWMD Transaction at any time through and including the Closing Date. Of the funds going to the Shareholder Class, any unclaimed or undistributable funds shall be distributed by the Claims Administrator to the remaining shareholders from the Shareholder Class on a *pro rata* basis. In the event that the Additional Settlement Payment is not made, then the release of the Released Claims for Additional Settlement Payment shall not be effective.

9. (a) The Claims Administrator shall pay the following expenses, in amounts allocable to each Fund, from the Settlement Payment Fund and Additional Settlement Payment Fund (if created), net of any Taxes (as defined below) on the income thereof: (i) any attorney's fees and expense award authorized by the Court, and (ii) any other administrative expenses

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Florida Water Management District's website at <http://www.sfwmd.gov>

