

## COMPANY RULES AND REGULATIONS

The following Company Rules and Regulations are applicable to Company Property in general. Such rules and regulations are intended only to supplement and not replace any state, federal or local laws or regulations applicable to Contractor, its services or work. Additionally, because these Rules and Regulations are of general application and each location of Company Property is unique, there may be additional items requiring Contractor compliance; however, in such event, the particular location will make these items known to Contractor. Any subcontractors utilized by Contractor shall also be subject to these Rules and Regulations as if they were the named contractor hereunder. It shall be Contractor's responsibility to familiarize Contractor's Workforce, subcontractors and agents ("Contractor's Workforce") with these Rules and Regulations.

"Company" as it is used herein shall refer to the company to whom Contractor is providing services – that being, Florida Crystals Corporation, Okeelanta Corporation, Osceola Farms Co., Sem-Chi Rice Products Corp., Sugar Farms Co-Op, or Florida Crystals Food Corp., and their respective "Affiliates". "Affiliates" are any entity which controls, is controlled by or is under common control with Company. The term "control" means the ownership, directly or indirectly, or the power to direct the voting or disposition, of fifty percent or more of the voting stock or equity interests of the subject entity.

Notwithstanding any oral or written contractual provision to the contrary, in the event Contractor fails to comply with these Rules and Regulations, Company may, in its discretion, (a) remove the individual(s) violating the Rules and Regulations from the project or jobsite; (b) deduct from Contractor's invoice, for each violation, the greater of (i) \$500.00 (the "Fine") or (ii) the amount equal to all fines and penalties assessed against Company by any federal, state or local authority; and/or (c) immediately terminate Company's contracts with Contractor. The Fine shall increase by \$500.00 for each subsequent violation.

### CONTRACTOR SAFETY RESPONSIBILITIES

Prior to commencing work, Contractor shall:

(a) shall deliver to Company a Visitor's Release for Contract Personnel (Exhibit 1) executed by each individual member of Contractor's Workforce that will be entering upon Company properties, including but not limited to refineries, power plants, packaging, storage, and distribution facilities, labs, offices, hospitality centers, and other properties owned or controlled by the Company (the "Company Property");

(b) provide Company with an applicable Certificate of Insurance in form and with policy limits and conditions satisfactory to Company for Contractor and all Contractor's Workforce; and

(c) provide Contractor's Workforce on the job site with location and job safety orientation.

(d) provide Company with a copy of Contractor's safety and health programs.

Contractor's Workforce who are physically working on Company Property will attend safety and process meetings if requested by Company to do so.

Contractor is responsible for the safety of any visitors it may have entering Company Property. Such visitors must be escorted directly to Contractor's job site by a Contractor representative and their activities must be limited to Contractor's work and job site.

Each member of Contractor's Workforce must be trained and certified before operating any equipment that falls under the "Power Industrial Truck Program" 1929 CFR 1910.178.

## **SECURITY AND ACCESS**

Where required at a particular location, gate passes must be obtained for each Contractor vehicle entering the job site. In addition, Contractor's Workforce may be assigned a separate gate for entry and exit and provided a designated area for parking. The Company will advise the Contractor concerning the gate and parking requirements at the applicable location.

All Contractor's Workforce vehicles, packages, and lunch buckets are subject to inspection by the Company or by the site's security officers. Persons attempting to remove Company or third party property from the job site without authorization may be barred from the Property and are subject to prosecution.

Cameras and recording devices of any type are not allowed on Company Property without prior written permission of the Company.

Firearms, other types of deadly weapons, and unauthorized explosives are prohibited on Company Property.

## **VEHICLE AND PEDESTRIAN TRAFFIC SAFETY**

Contractor is limited to one vehicle on Company Property at any one time unless specific permission is given by Company to allow more Contractor vehicles on site.

Each Contractor will be limited to only those pieces of mobile equipment required to perform the work. Contractor mobile equipment must not block Facility roads, fire lanes, hose houses, fire hydrants, or emergency egress routes.

All vehicles are to be operated at a safe speed and all traffic signs are to be obeyed.

Pedestrians must watch out for and yield to cranes and fork trucks which shall be given the right of way.

No one may crawl under, over, or between connected railcars. Individuals must walk around the ends of the trains and must maintain a minimum distance of eight feet from the end of the railcar.

When working on roadways or near moving equipment, a reflector vest must be worn at all times.

If a bus or van with 16 or more passengers is used for transporting personnel, drivers must possess valid Chauffeur Drivers License and proper endorsement, and vehicles must be in good and safe operating conditions under Department of Transportation regulations.

No personnel are allowed to ride on the back (bed) of vehicles, including pick-up trucks.

## **CONTRACTOR WORKFORCE**

Contractor's Workforce are physically limited to the job site and approved routes to be taken to and from the job site. Unless prior approval is granted, access is prohibited to Company cafeterias, lunchrooms, vending machine areas, break rooms, and sanitary facilities. The Contractor will supply chemical toilets and drinking water for Contractor's Workforce unless prior written approval has been provided by the Company.

Contractor is responsible for providing a means of convenient communications with Contractor's Workforce and with Company, while such personnel are on Company Property, acceptable to Company.

Approved personal protective equipment, including but not limited to hard hats, safety glasses with side shields, respirators, fall protection devices and hearing protection must be worn by all Contractor's Workforce in all areas as required by applicable state, federal or local laws and regulations, including any relevant Occupational Safety and Health Administration ("OSHA") or National Institute for Occupational Safety & Health specifications OSHA (collectively, the "Laws"), and where the hazards warrant and location rules require their use (collectively, "Safety Equipment"). Contractor will be responsible for furnishing to Contractor's Workforce and vendors all Safety Equipment and other necessary items required by Law and Company. Contractor must assure that all Contractor's Workforce and vendors are properly trained on the use of this equipment and the hazards specific to the area of work.

Contractor must require that Contractor's Workforce wear long pants at all times and shirts must be of sufficient length to be tucked into trousers. No tank tops, sleeveless shirts, loose fitting clothes are permitted. No jewelry is allowed to be worn when working on or near rotating equipment. Long hair must be restrained.

Footwear must be made of leather and be in good condition. Canvas shoes, athletic footwear, sandals, etc., are not permitted. Steel-toed shoes that meet ANSIZ41 standards are recommended.

The wearing of contact lenses is prohibited unless additional eye protection is utilized.

Practical jokes, horseplay, scuffling, and fighting are prohibited.

No drugs or alcohol are permitted on Company Property. If Contractor's Workforce appear to be under the influence of alcohol or drugs on Company Property, that individual will be required to immediately leave Company Property.

Any Contractor's Workforce using prescription medication must report such use to his employer.

Smoking is permitted only in designated areas.

## **GENERAL PROCEDURES AND SAFETY REQUIREMENTS**

Contractors are to utilize ground fault circuit interrupters on all 120 volt equipment.

Compressed air is not to be used for cleaning, including the cleaning of dust from clothing.

Compressed gas cylinders must be secured at all times and caps on when not on welding carts. Acetylene and Oxygen must be stored separately at least 25 feet from each other.

Electric extension cords, welding electric cords etc. with kinks or cuts are not to be use on any job, and electrical tape is not allowed to fix same, a certified electrician is the only person that can properly fix electrical cords, otherwise they will have to be replaced.

**PRIOR APPROVAL MUST BE OBTAINED FROM A COMPANY REPRESENTATIVE BEFORE SHUTTING DOWN ANY COMPANY EQUIPMENT.**

The Contractor shall not tie into any energy source (electric, gas, air pressure, steam, etc.) without prior approval from the Company.

The use of fiberglass ladders is preferred for all work on Company Property and is required for electrical work. Where scaffolding is required, Contractor is responsible for assuring its construction and use in accordance with applicable safety standards.

The possession and use of matches, lighters, strikers, or other potential ignition sources on Company Property are strictly prohibited, except to the extent same is integral in Contractor's performance of work. Before welding, grinding, or using open flames, torches, and other types of equipment producing sparks, a "Hot Work" permit must be obtained from Company.

Fire doors must not be propped open or obstructed. Emergency exits must not be obstructed or fastened shut.

Contractors must properly barricade holes in floors, excavations, and other openings at all times. When persons are working overhead, the area below must be barricaded and warning signs installed. Contractors must provide ground-men for overhead work as necessary if requested to do so by Company.

A completed "Confined Space Entry" permit must be obtained from Company before entering into any confined space, vessel, or equipment. Contractor must provide a trained attendant to monitor the confined space.

For control of hazardous energy sources to the equipment and/or work area, a "Lockout/Tagout" permit/procedure must be obtained from Company, completed, and followed.

Prior to bringing radioactive, chemical or hazardous materials on to Company Property, Contractor must obtain written permission to do so from Company and comply with any requirements of Company regarding the handling, labeling, or storing of such materials on Company Property.

Contractor must provide information about the chemical hazards possible from the Contractor's work on Company Property to Company. Contractor must provide Company with Material Safety Data Sheets ("MSDS") for all hazardous materials brought onto Company Property. An MSDS must be available for inspection at the work site.

Flammable liquids will be appropriately labeled and stored in U.L. approved safety containers which are properly grounded. Oily rags, waste, waste paper and other flammable or combustible materials must be stored in tightly closed metal containers. No glass containers are allowed in the operating facilities. All containers must be properly labeled and stored.

Areas for use by Contractor for offices, storage trailers, or fabrication will be arranged through Company. Contractor is expected to keep its offices, storage trailer, fabrication and job site areas orderly.

To prevent product contamination and to avoid the creation of an unsafe condition, debris must be cleaned up and properly disposed of on a daily basis. Disposal is the responsibility of the Contractor. Such disposal will follow all applicable Law, including EPA regulations.

Many internal drains return to process and yard/storm drains may discharge to lakes, rivers, and streams. Consequently, prior approval must be obtained from Company before the use of building and sanitary drains. Only clear, clean water may be discharged to storm drains.

The storage of Contractor or Contractor's Workforce property, including Contractor equipment, tools, vehicles or material (collectively, "Contractor Property") on Company Property must be approved by Company. Such storage is at Contractor's risk and Company is not responsible for any loss or damage to Contractor Property while stored by Company.

In the event Contractor is authorized to utilize Company Property, including equipment, tools, vehicles or materials (collectively, "Company Property"), then Contractor shall do so at its own risk and is responsible for any loss damage or damage to Company Property. No Company Property will be released unless it is properly charged out.

In the event of any damage to Company property, Contractor must immediately report such damage to a Company representative.

## **EMERGENCY PROCEDURES**

Any accident and/or incident occurring on Company Property must be immediately reported (day of occurrence) to Company and an investigation will follow. Company reserves the right to participate in investigations to the extent deemed appropriate by Company. A copy of any first report of injury completed by Contractor must be provided to Company within 24-hours of the accident or injury.

If it is determined that hazardous conditions exist, all Contractor work in the area must immediately stop. Contractor may resume the work only when authorized by Company to do so.

If Contractor or Contractor's Workforce believes such personnel have been exposed to a hazardous or toxic substance, an incident report must be submitted to Company.

Emergency drills will be conducted periodically while a Contractor is on Company Property. Contractors are required to participate in the drills. Contractor's Workforce must familiarize itself with the evacuation plan of the area in which Contractor's Workforce will be working.

Elevators and manlifts are not to be used during emergency conditions.

Company may provide first aid for minor injuries or medical response on a "Good Samaritan" basis only and not as a contractual obligation. Contractor assumes full and complete responsibility and liability for injuries and damages to Contractor's Workforce. Company is under no obligation to provide first aid, emergency medical treatment, or related services.

**EXHIBIT 1**  
**VISITOR RELEASE AND CONFIDENTIALITY AGREEMENT**  
**FOR CONTRACTOR PERSONNEL**

I am an employee or agent of a contractor or sub-contractor providing services or materials to Florida Crystals Corporation, Okeelanta Corporation, Osceola Farms Co., Sem-Chi Rice Products Corp., Sugar Farms Co-Op, or Florida Crystals Food Corp., and/or their affiliated companies (collectively, the "Company"). In consideration of receiving permission from the Company to enter upon the Company's properties, including but not limited to refineries, power plants, packaging, storage, and distribution facilities, labs, offices, hospitality centers, and other properties owned or controlled by the Company (the "Properties") during the period of work being performed by my employer, I hereby release the Company, its employees, officers, directors, and agents, from all liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of my property, while on the Properties, excepting only claims arising from the gross negligence or intentional misconduct of the Company. Further, as to any claim arising from gross negligence or intentional misconduct, I agree that such claim may only be brought against the individual company whose conduct actually gives rise to such a claim.

I am aware that the Properties contain inherent risks and hazards, including but not limited to risks involving vehicles, moving machinery, equipment, uneven or slippery surfaces, explosion, fire, smoke, gases, steam, chemicals, emissions, and other hazardous or negligent conditions. Nonetheless, I elect to voluntarily enter upon the Properties, waive notice of any and all risks and hazardous or negligent conditions existing at the Properties, and voluntarily assume all risks of loss, damage, or injury, including death, that may be sustained by me, or any property of mine, while on the Properties.

I acknowledge that as a result of entering the Properties, I may obtain information about the Company which is proprietary or confidential, such as manufacturing methods and processes, equipment, and designs (collectively, "Confidential Information"), and I agree that I will not disclose such information to any other person or use it for any purpose adverse to the Company.

I agree not to take, tape, record, or create any drawings, sketches, notes, printed information, interior photographs, films, and tapes, or memoranda of, or regarding, the Properties or any Confidential Information without Company's prior written consent.

I agree to reimburse, indemnify and hold harmless the Company and its employees, officers, directors, and agents for and against any damages and any actions, claims, or demands by any person or persons, resulting in any way from, or caused by, my actions or omissions while on the Properties.

I agree to abide by the Company's hygiene, safety, and dress codes and the directions of Company representatives. This Agreement may be revoked at any time by the Company in its sole discretion. This Agreement shall be binding upon my heirs, next of kin, executors, administrators, personal representatives, agents and assigns.

In signing this Agreement, I hereby acknowledge and represent that I have read the foregoing Agreement, understand it, and have signed it voluntarily.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

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