

DOMINO FOODS, INC.
STANDARD TERMS AND CONDITIONS
(Effective December 3, 2007)

1. CONTRACT. In the absence of a controlling contract signed by Buyer and Seller, Seller's offer to sell the product or, as the case may be, Seller's acceptance of Buyer's offer to purchase the product, is strictly subject to the terms and conditions contained herein and in Seller's sales confirmation (collectively, "Contract").

2. PURCHASE ORDERS AND QUANTITY. This Contract shall be implemented by Buyer's issuance of individual purchase orders ("Purchase Orders"). Notwithstanding Seller's acceptance of any Purchase Order, no provision of any Purchase Order may alter the terms of this Contract. Purchase Orders shall be placed at least 10 days before the requested delivery date, and subject to availability, Seller shall use diligent efforts to timely fill all of Buyer's Purchase Orders for product. Buyer shall be obligated to place Purchase Orders for and purchase 100% of the aggregate quantity of product set forth in the sales confirmation.

3. DELIVERY.

3.1 The delivery terms for product under this Contract are F.O.B. Seller's facility unless otherwise specified in Seller's sales confirmation. Buyer will take delivery of the product during the delivery period reflected on the sales confirmation and, unless otherwise indicated on the sales confirmation, in approximately equal monthly installments. If Buyer is unable to accept timely delivery of product, then Seller, at its discretion, can either impose a charge, each month, on all product which has not been delivered to the Buyer by the 30th day subsequent to the specified delivery period in an amount equal to 1.5% of the gross price of such product and/or cancel the order. Buyer shall also pay any increased duties, fees, taxes or other charges or tariffs resulting from any delivery delay.

3.2 The parties agree that delivered pricing, if made available to Buyer, shall be done so only as a convenience to Buyer and in the event actual freight and insurance costs exceed that estimated in delivered pricing, Buyer remains responsible for all actual freight and insurance costs incurred in shipping product to Buyer, including fuel surcharges. The refinery location from which products sold hereunder shall be produced and the delivery period for each purchase of product is stated on Seller's sales confirmation.

4. TITLE AND RISK OF LOSS.

Title and risk of loss to product shall transfer to Buyer upon Seller's Tender of Delivery. "Tender of Delivery" occurs when possession of product is taken by Buyer or the freight carrier (which, as between Buyer and Seller, shall be considered to be Buyer's agent even if freight is arranged by Seller).

5. PRICES AND INVOICES. Prices for product are per one hundred (100) pounds ("CWT"); excluding food service and grocery products which prices for products are per unit. Charges for drums, totes and pallets are in addition to the price per CWT or unit. Such prices are exclusive of any sales, processing, excise, value added or other taxes, and when required by law, such taxes shall be added to the purchase price of the product on the related invoice and paid by Buyer. Seller shall invoice Buyer for all product sold promptly after delivery of product. Buyer shall pay Seller for product purchased within 11 days of the invoice date in United States dollars at Seller's address set forth in the invoice or, if requested by Seller, by wire transfer of immediately available funds to an account designated by Seller. Any amounts which are not paid when due shall bear interest from the date payment was due until the date payment is received by Seller, at a rate of interest equal to the lower of (i) 1.5% per month or (ii) the highest rate of interest permitted under applicable law. Seller reserves the right to withhold future deliveries if any payment is not timely made in full. Claims regarding discounts or product not made within 12 months from the date of invoice shall be deemed waived and released by Buyer.

6. FOOD GUARANTY.

6.1 Seller guarantees that on the delivery date the product delivered under the Contract will satisfy applicable specifications and will not be: (i) adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act (the "Act"), as amended, or within the meaning of any state food and drug law, the adulteration and misbranded provisions of which are substantially similar to those in the Act; and (ii) an article which may not, under the provision of the Act, be introduced into interstate commerce. **THE FOREGOING WARRANTY IS LIMITED AND IS IN LIEU OF ANY OTHER WARRANTY, AND SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, WHETHER AS TO MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.**

6.2 In the event Buyer rejects product as non-conforming to this warranty, Buyer shall hold such product until Seller removes the product or provides Buyer with other reasonable instructions. Seller's liability under this warranty is limited to either replacing the non-conforming product or refunding to Buyer its purchase price paid for such product.

7. INDEMNIFICATION. Seller shall indemnify and hold harmless Buyer against any and all third party claims, losses, damages and liabilities whatsoever resulting from such third party claims, and reasonable documented out-of-pocket expenses in connection

therewith, including, without limitation, reasonable documented attorneys' fees and expenses, incurred as a result of any breach of the warranty set forth in Section 6.1, unless any such claims, losses, damages or liabilities result from the negligence or willful acts of Buyer, its officers, employees or agents, upon the condition that notice of any action, claim or proceeding within the scope of this indemnity shall be provided promptly to Seller. Seller reserves the right to choose the counsel that will be selected to defend pursuant to this indemnity, and to control the defense of any such action, claim or proceeding.

8. LIMITATION ON LIABILITY. NEITHER SELLER NOR ITS AFFILIATES SHALL HAVE ANY LIABILITY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES FOR ANY REASON OR UNDER ANY THEORY OF LIABILITY WHATSOEVER.

9. INSURANCE. Seller agrees to maintain commercial general liability insurance including product liability and contractual liability, on a claims made basis with minimum limits of liability of \$2,000,000. Buyer will be added to Seller's product liability policy as an "additional insured vendor" per the terms of the broad form vendor's endorsement currently in use.

10. TERMINATION AND CERTAIN REMEDIES. If either party breaches any of the material provision of the Contract, the other party shall have the right to terminate the Contract upon 30 days' written notice (10 days in the case of a payment default) whereupon the Contract shall terminate unless the breach complained of is corrected within such notice period. If either party shall (a) become bankrupt or insolvent, (b) file for a petition therefor, (c) make an assignment for the benefit of creditors, or (d) have a receiver appointed for its assets, which appointment shall not be vacated within 60 days after the filing, then the other party shall be entitled to terminate the Contract immediately upon written notice to such party.

11. FORCE MAJEURE. A party shall not be liable for the inability of that party to commence or complete its obligations (excluding the obligation of payment) hereunder by the dates herein required resulting from delays caused by strikes, insurrection, acts of God, war, emergencies, shortages or unavailability of materials, weather, change in law or other similar causes ("Force Majeure"), which shall have been timely communicated to the other party. The occurrence of the Force Majeure shall extend the period for the performance of the obligation (excluding the obligation of payment), for the period equal to the period of any such delays; provided that such party shall continue to perform to the extent feasible in view of such Force Majeure; and provided further, that if such Force Majeure shall continue for a period of six months, either party shall have the right to terminate this Contract upon written notice to the other.

In the event of the occurrence of a Force Majeure event, Seller shall have the right, but not the obligation, to allocate product among its customers.

12. COPACKERS. Buyer may fulfil its purchase obligations under the Contract through one or more of its authorized copackers; provided that Buyer designates such copackers in writing to Seller. Seller shall accept purchase orders from designated copackers as purchase orders delivered under the Contract and Seller shall, as a matter of convenience to Buyer, invoice such copackers directly for payment of products delivered to them; however, in the event of any non-payment by Co-Packer, Buyer remains responsible for payment to Seller. The purchase and sale of products to Buyer's copackers shall be subject to all of the terms and conditions of the Contract and Buyer represents and warrants that it has authority to bind its copackers to the terms and conditions of the Contract.

13. GOVERNING LAW AND JURISDICTION. The Contract has been entered into and shall be construed and enforced in accordance with the laws of the State of New York without reference to the choice of law principles thereof. Venue and jurisdiction for any proceedings arising out of the Contract shall lay exclusively in the state and federal courts of Westchester County, New York.

14. ASSIGNMENT. Except to the extent provided herein, none of the parties shall have the right to assign the Contract, or any rights or obligations hereunder, without the written consent of the other party; provided, however, that upon the sale of all or substantially all of the assets, business and goodwill of the Buyer to another company, or upon the merger or consolidation of the Buyer with another company, the Contract shall be binding upon both Buyer and the company purchasing such assets, business and goodwill, or surviving such merger or consolidation, as the case may be, in the same manner and to the same extent as though such other company were the Buyer. Subject to the foregoing, the Contract shall inure to the benefit of, and be binding upon, the parties hereto and their legal representatives, successors, and permitted assigns.

15. FINAL AGREEMENT. The Contract represents the final agreement of the parties with respect to its subject matter and all prior oral or written undertakings or agreements are superseded and merged therein. Unless specifically agreed upon in writing by Seller, no different or additional terms and conditions, including those contained in any acceptance by Buyer, shall in any way become binding on Seller or become part of the Contract and are hereby specifically rejected.

16. WAIVER. Any term, condition or covenant of the Contract which may legally be waived, may be waived, or the time of performance thereof extended, at any time by the party hereto entitled to the benefit thereof, and any term, condition or covenant may be amended by the parties hereto at any time. Any such

waiver, extension or amendment shall be evidenced by an instrument in writing executed by an officer authorized to execute waivers, extensions or amendments.

17. ATTORNEYS FEES. If either party commences an action against the other to interpret or enforce the Contract or as a result of a breach by the other party of the Contract, the prevailing party shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses incurred by the prevailing party in connection with such action.

18. RELATIONSHIP OF PARTIES. The Contract shall not constitute or be construed as creating a partnership or joint venture between the parties.

19. DEFINITIONS. "Buyer" refers to the party who is purchasing product hereunder. "Seller" refers to Domino Foods, Inc., as agent for its affiliates, including American Sugar Refining, Inc., Okeelanta Corporation, C&H Sugar Company, Inc., Florida Crystals Food Corp., Sem Chi Rice Products Corp. and American Sweetener Corporation.