COMPANY RULES AND REGULATIONS

Scope

These Rules apply to all Contractors and Contractor's Workforce providing Services on Company Property of Florida Crystals Corporation and its subsidiaries.

Contractors and Contractors Workforce shall be subject to, and abide by, these Rules at all times while on Company Property. Each Company Property may supplement these Rules or have additional rules and regulations specific to their location.

Definitions

As used in these Rules (including the foregoing preamble), the following terms have the meanings specified below:

"*Affiliates*" means 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.

"*Company*" means the company to whom Contractor is providing services or work – that being, Florida Crystals Corporation, Okeelanta Corporation, Osceola Farms Co., Sem-Chi Rice Products Corp., Sugar Farms Co-Op, Florida Crystals Food Corp., New Hope Power Company and/or any of their respective Affiliates.

"*Company Property*" means a property that is owned or controlled by Company, which may include, but not limited to, refineries, power plants, packaging, storage, and distribution facilities, labs, offices, hospitality centers.

"*Contractor*" means any person or entity providing services to the Company on Company Property.

"*Contractor's Workforce*" means any employee, subcontractor, agent, supplier, independent contractor, or materialman of Contractor.

"*Laws*" means any federal, state, regional or local laws, rules, regulations or ordinances.

"*Rules*" means these Company Rules and Regulations.

"*Services*" means any services or work being or to be performed by Contractor or Contractor's Workforce for the Company Property.

"*Violation*" means any failure of Contractor or Contractor's Workforce to comply with the Rules, including the Visitor Release, notwithstanding any oral or written contractual provision to the contrary.

"*Visitor Release*" means the Visitor Release and Confidentiality Agreement attached hereto as **Exhibit A**, the provisions of which are incorporated into these Rules and form a part hereof.

Contractor's Safety Responsibilities

All Contractors and Contractor's Workforce are expected to (1) follow state and federal regulatory guidelines; (2) adhere to Company policies when on Company Property or providing Services to Company; (3) conduct themselves in a professional and lawful manner at all times; and (4) be aware of the dangers associated with an active industrial complex.

Prior to commencing Services, Contractor shall:

(a) Provide Company with applicable Certificates of Insurance for Contractor and Contractor's Workforce in a form and with policy limits and conditions satisfactory to Company;

(b) Contractor and each member of Contractor's Workforce performing Services will attend safety and process meetings, including but not limited to site specific safety orientation and kickoff meetings as requested by Company to do so; and

(c) Deliver to Company a Visitor Release executed by Contractor and each individual member of Contractor's Workforce that will be entering upon Company Property.

Contractor and each of Contractor's Workforce will abide by the Company's hygiene, safety, and dress codes and the directions of Company representatives.

The Company may revoke Contractor's or Contractor's Workforce permission to enter Company Property at any time at its sole discretion.

Notice to Contractor

Contractor is advised (and Contractor will advise Contractor's Workforce) that the Company Property contains known and unknown inherent risks, dangers 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 conditions. Nonetheless, Contractor and Contractor's Workforce elect to voluntarily enter upon the Properties, waive notice of any and all risks and hazardous or negligent conditions existing upon Company Properties, and voluntarily assume all risks of loss, damage or injury, including death, that may be sustained while on Company Properties, even if caused by Company's negligence, negligent act and/or negligent condition.

Contractor is advised that, in consideration of being retained by Company, Contractor hereby releases and holds harmless the Company, its employees, officers, directors, agents, assigns and Affiliates, 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 Contractor, Contractor's Workforce, or its property, while on the Company Property, even if caused by Company's negligence, negligent act

and/or negligent condition. Contractor agrees to indemnify Company for any and all causes of action against the Company brought by Contractor or Contractor's Workforce whether or not caused by Company's negligence.

Contractor, acknowledges that, as a result of entering on Company Property, Contractor and Contractor's Workforce may obtain information about the Company which is proprietary or confidential, such as manufacturing methods and processes, equipment, and designs (collectively, "*Confidential Information*"). Contractor agrees that it will not disclose such Confidential Information to any other person or use it for any purpose adverse to the Company. Contractor shall be responsible for any breach of the obligations of confidentiality by Contractor's Workforce.

Contractor and Contractor's Workforce shall not permit others on Company Property without a business purpose. However, if it becomes essential that a guest enter on Company property, then that guest shall sign a Visitor Release, be subject to these Rules, be escorted by the Contractor to the site, and be accompanied by Contractor at all times.

Security and Access

Company will advise Contractor of the gate and parking requirements at the applicable Company Property. Contractor may be assigned a separate gate for entry and exit and provided a designated area for parking and, if gate passes are required, Company may require that each vehicle used by Contractor's Workforce obtain a pass. Passes are not to be shared between vehicles unless expressly permitted by Company.

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

Cameras and recording devices of any type are not allowed on Company Property. Cell phone cameras shall not be used while on Company Property. No photograph, tape, record, film, drawing, sketches, or notes regarding Company Property or any Confidential Information shall be obtained without prior written permission of Company. Should Contractor require photographic documentation of the Services, Contractor shall obtain authorization from Company's Security or Project Sponsor prior to taking any photography on Company Property.

Firearms, deadly weapons, explosives, alcohol or drugs are prohibited on Company Property.

Contractor and Contractor's Workforce shall comply with Company's security requirements which may include, amongst other requirements, producing government issued photo identification and Company taking a photo of the Contractor and Contractor's Workforce in order to be granted access to a Company Property.

Vehicle and Pedestrian Traffic Safety

Contractor will be limited to only those pieces of mobile equipment required to perform the Services, and such mobile equipment must not block Company Property roads, fire lanes, hose houses, fire hydrants, or emergency egress routes.

All vehicles are to be safe, in good operable condition, operated in a safe manner, at a safe speed, in compliance with all applicable Laws and all traffic signs. Contractor and Contractor's Workforce must watch-out for and yield to cranes and fork trucks and any other equipment which shall be given the right of way.

When performing Services on roadways or near moving equipment, including, but not limited to, warehouse operations, a reflector vest must be worn at all times.

Crawling under, over, or between connected railcars is prohibited. All persons must walk around the ends of the trains and must maintain a minimum distance of eight feet from the end of the railcar.

Vehicles must be operated in a safe manner. By way of example, Contractors shall not permit the following: riding on the back (bed) of vehicles, including pick-up trucks, or excess number of occupants per vehicle. Cellphone use while operating any moving vehicle or equipment is prohibited.

Contractor's Workforce

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

Contractor shall provide a means of communication with Contractor's Workforce and with Company while such personnel are on Company Property, and such means of communication shall be acceptable to Company.

Contractor shall provide Contractor's Workforce with all necessary and appropriate safety equipment.

Contractor shall ensure that Contractor's Workforce:

(a) Wear long pants and shirts that are tucked into trousers.

(b) No sleeveless shirts, or loose fitting clothes be worn.

(c) No jewelry shall be worn.

(d) Long hair must be restrained.

(e) Protective footwear must be adequate for the job. Athletic, open toed and high heeled footwear will not be allowed.

(f) Only smoke in designated smoking areas.

General Procedures and Safety Requirements

- **APPROVAL MUST BE OBTAINED FROM A COMPANY REPRESENTATIVE BEFORE SHUTTING DOWN ANY COMPANY SYSTEMS OR EQUIPMENT.**
- Contractors are to utilize ground fault circuit interrupters on all 120 volt equipment. GFCIs shall be used in manner where the GFCI is plugged into the electrical outlet box being used with all extension cords and equipment then plugged into the GFCI.
- 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 cylinders must be stored separately at least 20 feet from each other when not inside a welding cart with regulators installed.
- Contractor and Contractor Workforce are not authorized to use the manlifts.
- Electric extension cords and power cords shall be free of kinks, cuts, or electrical tape. A qualified electrician is the only person that can properly fix electrical cords, otherwise, they will have to be replaced. Electric welding leads must be free of splices or repairs at least ten feet from the electrode holder.
- Contractor shall not tie into any energy source (electric, gas, air pressure, steam, etc.) without prior approval from Company.
- The use of fiberglass ladders is preferred in the performance of Services and is required for electrical Services. Where scaffolding is required, Contractor is responsible for assuring its construction and use is 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 the Services. Before welding, grinding, or using open flames, torches, and other types of equipment producing sparks, a "Hot Work" permit must be obtained from Company. Contractor is responsible for providing fire watch personnel and operable fire extinguishers during and after hot work operations. Company fire extinguishers are not to be used for hot work operations. If Company extinguishers are used in the event of an emergency, the replacement of such will be billed to Contractor.
- 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 in coordination with Company

operations personnel. Contractors must provide ground-personnel for overhead work as necessary or if requested to do so by Company.

- A "Confined Space Entry Permit" must be obtained from Company before entering into any confined space, vessel, or equipment. All personnel must be trained in all relevant duties prior to entry into the confined space and Contractor shall furnish their own monitoring and emergency equipment.
- For control of hazardous energy sources to any equipment and/or work area, the "Lockout/Tagout" policy and applicable energy control procedures for the site shall be reviewed prior and followed at all times. Contractor shall supply all necessary control devices.
- Prior to bringing any hazardous, toxic or radioactive materials, chemicals or substances (collectively, "*Hazardous Materials*") on to Company Property, Contractor must obtain written permission from Company and provide Company with all applicable Safety Data Sheets ("*SDS*"). Contractor will comply with all applicable Company requirements, Laws and EPA rules and regulations regarding the use, handling, labeling and storing of Hazardous Materials at all times while on Company Property. The SDS must be available for inspection at all times at the jobsite. Contractor will work with Company's Environmental Manager for the Company Property regarding compliance with the foregoing.
- Contractor must provide Company with information about any possible Hazardous Materials that may occur from Contractor's performance of the Services. Any Hazardous Materials generated that are dispositioned as waste will be reported to the Company. Contractors are responsible for the disposing of Hazardous Materials and must supply a copy of relevant DOT training to the Company. No such Hazardous Materials can be removed without proof of such training. Additionally, Contractor will be required to provide a copy of a completed waste manifest. Contractor will work with the Company's Environmental Manager for the Company Property regarding compliance with the foregoing.
- Flammable liquids will be appropriately labeled and stored in U.L. approved safety containers. Flammable liquid drums, storage cabinets or storage tanks must be properly grounded. Oily rags/waste, and other flammable or combustible contaminated materials must be properly maintained in tightly closed metal containers. No glass containers are allowed in any operating facilities of Company Property. All containers must be properly labeled and stored.
- Areas to be used by Contractor for offices, storage trailers, or fabrication will be arranged through Company and all such areas, including the jobsite, shall be maintained by Contractor in an orderly fashion.
- To prevent product contamination and to avoid the creation of an unsafe condition, all debris and garbage produced by Contractor must be cleaned up and properly disposed of on a daily basis by Contractor in coordination with the Company Environmental department for the site. Such disposal will follow all applicable Laws, including EPA regulations.

- Upon request by the Company, Contractor shall present proof of training if special equipment such as cranes and forklift. However, at all times Contractor and Contractor's Workforce are expected to have all applicable training and certification to complete the Services.
- Many internal drains return to process and yard/storm drains which may discharge into lakes, rivers, canals and streams. Consequently, prior approval must be obtained from Company before the use of any building and sanitary drains. Other than precipitation, no water of any type, including clear, clean potable water, nor any other materials may be discharged into storm water drains.
- The storage of Contractor's or Contractor's Workforce's property, including, but not limited to, equipment, tools, vehicles, materials and personal property (collectively, "*Contractor's 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, or to provide security for, Contractor's Property while stored on Company Property.
- In the event Contractor is authorized to utilize any Company equipment, tools, vehicles or materials (collectively, "*Company Equipment*"), then Contractor shall do so at its own risk and is responsible for any loss or damage to Company Equipment. Contractor's personnel operating any Company Equipment must be qualified to safely operate the specific equipment in question and must present evidence of qualifications if asked by the Company. Contractor must immediately report to Company representative any and all damages sustained by Contractor, Contractor's Workforce, and / or Company Equipment.

Emergency Procedures

Any accident and/or incident occurring on Company Property or involving Services which results in personal or property damage to the Company, Company Equipment, Contractor, Contractor's Workforce (an "*Occurrence*") must be immediately reported (day of Occurrence) to Company. Company reserves the right to participate in Contractor's investigations to the extent deemed appropriate by Company. Contractor will advise Company as to the root cause, witnesses, and corrective action after Contractor's investigation is completed, but in no event later than seven (7) days after the Occurrence. Further, Contractor will fully cooperate with Company's investigation in good faith.

Contractor must immediately stop all Services in areas where it is determined that a hazardous condition exists. Contractor may resume the Services only when authorized by Company to do so.

If Contractor or any member of Contractor's Workforce believes they have been exposed to any Hazardous Materials, an incident report must be submitted to Company.

Emergency drills will be conducted periodically while Contractor is on Company Property. Contractors are required to participate in the emergency drills. Contractor

and Contractor's Workforce must familiarize itself with the emergency procedures and evacuation plans of the area in which Services will be performed.

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, Contractor's Workforce and Contractor's guests. Company is under no obligation to provide first aid, emergency medical treatment, or related services.

Violations

In the event of a Violation, Company may, in its discretion, (a) remove the individual(s) that are in Violation from the project or jobsite; (b) deduct from Contractor's invoice, for each Violation, the greater of (i) $500 (the "*Fine*") or (ii) the amount equal to all fines and penalties assessed against Company by applicable Laws; and/or (c) immediately terminate Company's contracts with Contractor. The Fine shall increase by $500 for each subsequent Violation.

Regulatory Agency Visits

In the event Contractor or Contractor's Workforce meets with any regulatory agency on Company Property, Contractor or Contractor's Workforce must immediately notify Company's Safety Manager. Notification to the Company's Safety Manager must occur prior to engaging in conversation with the regulatory agency. Company reserves the right to observe the regulatory visit.

Contractor acknowledges and represents that they have read the foregoing Rules, understand it, and have informed Contractor's Workforce of such Rules and that their rights are affected by these Rules.

EXHIBIT A

VISITOR RELEASE AND CONFIDENTIALITY AGREEMENT

I am a contractor, subcontractor, materialman or an employee or guest of a contractor, subcontractor or materialman (a "*Visitor*") providing, or being considered to provide, services or materials to Florida Crystals Corporation, Okeelanta Corporation, Osceola Farms Co., Sem-Chi Rice Products Corp., Sugar Farms Co-Op, Florida Crystals Food Corp., New Hope Power Company and/or any of their respective affiliated companies (collectively, the "*Company*"). In consideration of receiving permission from the Company to enter upon the Company's properties, which may include, but not limited to, refineries, mills, power plants, packaging, storage, and distribution facilities, labs, offices, kitchens and lounges, and other properties owned or controlled by the Company (the "*Properties*") during the period of services or work being performed by my employer or principal, I hereby release the Company, its employees, officers, directors, agents and assigns, 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 even if caused by Company's negligence, negligent act and/or negligent condition.

I am aware that the Properties contain known and unknown inherent risks, dangers 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 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 even if caused by Company's negligence, negligent act and/or negligent condition.

I acknowledge that, as a result of entering on 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 Confidential Information to any other person or use it for any purpose adverse to the Company.

I agree not to photograph, tape, record, film, 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 abide by the Company's (a) "Company Rules and Regulations" that apply to all Contractors and Contractor's Workforce; (b) hygiene, safety, and dress codes; (c) directions made by Company representatives; and (d) other rules, regulations, codes, policies and procedures that may be applicable to specific Properties or services being provided. 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.

Address:

Signature:_____ _____

Printed Name:_____ _____

Date:_____ _____