



Redpath Sugar Ltd.
PROCUREMENT TERMS AND CONDITIONS

If Vendor is supplying goods only, please refer to the terms and conditions entitled “**PROCUREMENT TERMS AND CONDITIONS (GOODS)**”. If Vendor is performing work or supplying services, please refer to the terms and conditions entitled “**PROCUREMENT TERMS AND CONDITIONS (SERVICES)**”.

PROCUREMENT STANDARD TERMS AND CONDITIONS (GOODS)
(Effective December 3, 2007)

The following terms and conditions cover all purchases of Goods by Redpath Sugar Ltd. (hereinafter “*Buyer*”) from the entity or individual so identified on the Purchase Order (hereinafter “*Vendor*”). Only a document signed by Buyer and Vendor shall amend or supersede this document.

- 1. CONTRACT FORMATION.** The purchase order and the documentation referred to therein or attached thereto, including, but not limited to, applicable drawings, plans, proposals and specifications (the “*Purchase Order*”), represents Buyer’s offer to purchase from Vendor the goods, materials, supplies, products or equipment identified in the Purchase Order (the “*Goods*”) strictly in accordance with, and subject to, these terms and conditions. By taking any action under the Purchase Order (including, but not limited to, Vendor’s commencement of performance or tender of a purchase order acknowledgement) or by Vendor failing to deliver written objection to the Purchase Order prior to commencement of performance thereunder, Vendor shall be deemed to have read, understood and accepted the terms of this offer, which shall thereafter become the binding agreement (the “*Agreement*”) governing the purchase of the Goods.
- 2. PACKAGING AND SHIPPING.** No charge will be allowed for packing or shipping of Goods unless agreed to in writing by Buyer. Shipments will be packed to secure the lowest transportation costs, while protecting the Goods from damage or deterioration. Packing lists must be included with all shipments and must reference the applicable Purchase Order number. Shipments not accompanied by packing lists will be conclusively deemed to be in the amount of Buyer’s count or weight determined by Buyer. Buyer is not obligated to accept excess quantities, materially untimely or under-shipments in whole or in part and such shipment may be returned at Vendor’s expense and risk.
- 3. DELIVERY, RISK OF LOSS, TITLE.** Unless otherwise specified in the Purchase Order, the delivery terms for Goods are F.O.B. Buyer’s facility and delivery of Goods shall be made within five (5) business days of Vendor’s receipt of the Purchase Order. Time is of the essence in performance of the Agreement. Title to Goods shall transfer to Buyer at the FOB point, subject to inspection and acceptance as described herein. Risk of loss shall transfer to Buyer upon acceptance.
- 4. INSPECTION AND ACCEPTANCE.** Prior to delivery, Vendor shall perform all inspections and tests necessary to substantiate that the Goods conform to the requirements of the Agreement. Acceptance of Goods is subject to Buyer’s inspection at reasonable times and places. Payment alone does

not constitute acceptance of the Goods. No inspection, test, delay or failure to inspect or test, failure to discover any defect, or payment of invoices relieves Vendor of any of its obligations, or impairs Buyer's rights or remedies, under the Agreement.

5. TECHNICAL DATA. Upon delivery of the Goods and at no additional cost to Buyer, Vendor will furnish Buyer, as applicable: (a) Certificates of Analysis which shall contain the analytical information reasonably required by Buyer; (b) six (6) copies of any applicable (i) Material Safety Data Sheets; (ii) installation or operating manuals and (iii) all maintenance, overhaul, and/or parts manuals; and (c) software (if any) associated with Goods, including modifications made thereto and associated software manuals.

6. SPARE PARTS. Upon acceptance of the Goods, and where applicable, Vendor will provide a complete list of spare parts for the Goods. The spare parts lists will be in an electronic spreadsheet format and will be identified, in separate columns, by (a) Vendor's identification numbers; (b) manufacturer's identification numbers; (c) UNSPSC identification numbers; (d) complete description of part; (e) location on the Goods; and (f) quantity on the Goods. All descriptions must be supplied using the following standards: The first word is a noun, followed by sufficient attributes, separated with commas, to fully describe the part. Punctuation and symbols should not be used beyond fractions. Units should be standard abbreviations, ft, in, mm, etc. Dimensions should not be separated by an X; incorrect: 6in x 4in, correct: 6IN OD, 4IN ID. Complete description example: cylinder, pneumatic, 1/2in bore, 2in stroke, 200psi. Vendor will promptly provide spare parts price and delivery quotations to Buyer on request and the reply will be in the same media through which the request was transmitted. Vendor will accept purchase orders from Buyer for spare parts pertaining to the Goods and will promptly act on the purchase orders.

7. GOODS RELATED SERVICES. Upon request of Buyer, Vendor shall provide applicable engineering, installation, training and other technical assistance services in regard to the installation and operation of the Goods immediately following delivery of the Goods ("*Technical Assistance*"). There will be no charge for Technical Assistance, unless specifically provided for in the Agreement. Technical Assistance shall be considered "Services" and shall be performed in accordance with, and subject to, "Procurement Standard Terms and Conditions (Services)" located at www.redpathsugars.com.

8. PRICE AND INVOICING.

8.1. Buyer shall pay Vendor the price for the Goods as set forth in the Agreement (the "*Price*"). The Price includes all taxes except sales tax. Vendor will not collect sales tax if an exemption is available. Vendor represents that the Price charged to Buyer is no higher than the price charged by it for the same or similar items and quantities to any other buyer.

8.2. Vendor shall invoice Buyer for each payment. Invoices shall be sent to the billing address indicated in the applicable Purchase Order. Bills of lading must accompany each invoice. Buyer's Purchase Order number must be stated on Vendor's invoice. Invoices which do not bear a Purchase Order number will be returned to Vendor for re-invoicing. Invoices properly bearing a Purchase Order number shall be paid within thirty (30) days of Buyer's receipt of the invoice.

8.3. Any discount terms provided by Vendor shall date from the later of the date of delivery of the Goods at destination or the date of the receipt of Vendor's invoice bearing a correct Purchase Order number.

9. VENDOR'S WARRANTIES AND COVENANTS.

9.1. In addition to any other warranties set forth in the Agreement, Vendor warrants and covenants that the Goods (a) shall satisfy, and perform in accordance with, the requirements and specifications of the Agreement; (b) are free from defects in design, workmanship and materials; (c) are manufactured and supplied in compliance with all applicable laws, ordinances, rules, codes and regulations of any provincial, state, regional and local authorities (collectively, the "Laws"); (d) are new; (e) are free from liens or other title encumbrances; and (f) can be used by Buyer without infringing or violating the rights of any third parties.

9.2. Vendor's warranty for Goods such as roofs, air conditioning units and other major components shall be for such periods of time as is customary for those goods and materials or as otherwise required by the Agreement. For non-food items and all other Goods, Vendor warrants the Goods for the longer of one year or the period set forth in Agreement (the "Warranty Period"). Vendor shall obtain similar warranties as those set forth in this section from each of its subcontractors and suppliers, which warranties shall run in favor of the Buyer.

9.3. Approval of Vendor's designs or specifications, or acceptance of the Goods shall not prejudice Buyer's warranty rights under the Agreement. All warranties express or implied, shall survive inspection, acceptance and payment by Buyer. The establishment of a Warranty Period relates only to the specific obligation of Seller to correct the breaches of the warranties and does not establish a period of limitation with respect to any other obligation under the Agreement.

10. **FOOD WARRANTY.** As to Goods which are food grade products ("Food Goods"), Vendor further warrants that (a) as of the date of delivery, the Food Goods (i) will be in compliance with all applicable Laws, including the Food and Drugs Act (Canada) and the regulations and policies thereunder (the "Act"), (ii) will conform to the specifications; and (iii) if required by Buyer, will have Kosher certification; (b) Vendor has obtained and shall maintain all necessary permits, registrations and licenses required to manufacture and supply the Food Goods; and (c) Vendor has complied with all applicable Laws relating to the manufacture or transportation of the Food Goods, including all "Good Manufacturing Practices", applicable to the manufacture, packaging and labeling of the Food Goods in effect from time to time

11. INSURANCE.

11.1. Vendor will, at its expense and for the duration of the Agreement, secure and maintain the following insurances (the "Insurances") with a reputable insurer and be primary and non contributory by any coverage's and limits maintained by Buyer:

(a) **Workers' Compensation and Employer's Liability Insurance.** Such insurance will (i) fully comply with the statutory requirements of the Laws; (ii) be amended to waive subrogation rights in favor of Buyer where allowable by Law; and (iii) have employer liability with limits of not less than \$500,000 per Employee, \$500,000 per Accident and \$500,000 aggregate for disease;

(b) **Commercial General Liability Insurance including Products Liability.** Such insurance will (i) be required for all Goods and Services to be provided by Buyer; (ii) name "*Redpath Sugar Ltd. and its Affiliates*" as additional insureds under a vendor's endorsement; and (iii) have liability limits of not less than \$2,000,000 general aggregate per location, \$2,000,000 aggregate for products and completed

operations, \$1,000,000 for personal and advertiser's Injury for each incident and \$1,000,000 combined single limit for each occurrence;

(c) **Automobile Liability Insurance.** Such insurance is required for all owned, non-owned and hired vehicles used by Vendor in performance of the Agreement, and will have liability limits of not less than \$1,000,000 combined single limit for bodily injury and property damage for each accident; and

(d) **Umbrella Liability Insurance.** Such insurance will (i) be required if Vendor or Supplier produces a product or ingredient which is included in any edible or food chain product sold or distributed by Buyer; (ii) have liability limits of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate; and (iii) be in excess of the coverage's described in Subsections (a), (b) and (c) above.

11.2. Certificates evidencing the Insurances will be produced prior to providing any goods or services and will name "*Redpath Sugar Ltd. and its Affiliates*" as Additional Insureds to all liability policies. Said certificates will contain evidence that the policy or policies will not be cancelled or altered without 30 days prior written notice to Buyer.

11.3. Vendor shall be responsible for verifying that Vendor's Workforce has and maintains worker's compensation insurance and contractual liability insurance for all written contracts entered into by Vendor's Workforce.

12. INDEMNIFICATION. Vendor agrees to indemnify, defend, and hold harmless Buyer, including its respective officers, directors, employees, Affiliates and agents, from any and all claims, suits, losses, damages, costs and expenses, including but not limited to those resulting from bodily injury, property damage, intellectual property infringement, liens taxes, licenses, legal fees, and costs, to the extent resulting from or arising out of (a) Vendor's (i) negligent acts or omissions; or (ii) breach of Vendor's obligations, covenants or warranties hereunder; (b) Buyer's use of the Goods; or (c) as to Food Goods, (i) any actual or asserted violation of the Act or Law which Goods sold, supplied, or delivered by Vendor shall be alleged or determined to be adulterated, misbranded, mislabeled or otherwise not in full compliance with applicable Law; (ii) the possession, distribution, sale and/or use of the Food Goods; or (iii) the seizure of the Food Goods.

13. REJECTION AND CANCELLATION.

13.1. If Vendor delivers nonconforming Good or Goods that vary from any sample, specification, warranty or other requirements of the Agreement, Buyer may reject the Goods and elect one of the following remedies at Vendor's expense: (a) return the Goods for full credit or refund, including freight charges, (b) require the Vendor to correct or replace the Goods; (c) correct the Goods; (d) obtain replacement Goods from another source; or (e) retain the Goods and reduce the Agreement price for loss of value.

13.2. Buyer has the right to return to Vendor Goods that are stock items and otherwise conforming to the Agreement; however, such returns shall be at Buyer's expense and such return must be made within thirty (30) days of acceptance of the Goods.

13.3. As to Custom Made Goods, Buyer has the right to cancel the applicable Purchase Order during the manufacture of these Goods; however, in such event, Buyer shall pay Vendor its out-of-pocket materials and labor charges, and a proportionate share of Vendor's profit it would have derived from the sale to Buyer of the cancelled Good. "Custom Made Goods" as it is used herein refers to those Goods which are

unique, non-stock items, manufactured to Buyer's particular specifications and which can not be readily sold to a third party or otherwise utilized by Vendor.

13.4. In the event of cancellation or return, in no event would the total payments due to Vendor exceed the Price. All prior payments made under the Agreement shall be applied to the amounts that would be due. All materials paid for by Buyer shall be delivered by Vendor to Buyer upon cancellation of the Purchase Order or termination of the Agreement.

14. FORCE MAJEURE. Vendor shall not be liable for any delay in the delivery of Goods when such delay is caused by fires, floods, earthquakes, hurricanes, riots, acts of God, war, governmental interference or restrictions, strikes, or similar causes ("*Force Majeure*") if notice of the Force Majeure is promptly delivered to Buyer. If a Force Majeure occurs, Vendor's time to deliver the Goods shall be extended for a reasonable period under the circumstances but in no event longer than sixty (60) days from the delivery set forth in the Agreement ("*Extension Period*"). If Vendor fails to make delivery of the Goods before the expiration of the Extension Period, Buyer may terminate the Agreement and Vendor shall refund to Buyer any payments or deposits Buyer made toward the purchase of the Goods not delivered. Buyer shall not be liable for any delay in taking delivery of Goods when such delay is caused by Force Majeure. If a Force Majeure occurs, Buyer's time to take delivery of and pay for Goods shall be extended for a reasonable period under the circumstances but in no event longer than the Extension Period. Notwithstanding the foregoing, Buyer shall be relieved of any obligation or liability for the failure to purchase any Goods if Buyer can not accept or use the Goods due to the occurrence of a Force Majeure.

15. CONFIDENTIALITY. All disclosures, drawings, specifications, or technical, proprietary or financial information furnished to Vendor by Buyer are the sole property of Buyer and shall be held in confidence upon the understanding and agreement by Vendor that they shall not be disclosed or furnished to any third party, shall not be used by Vendor in whole or in part for any purpose except fulfillment of its obligations under the Agreement and shall be returned immediately upon request by Buyer. Vendor shall make no announcement concerning the fact that Vendor has contracted to supply any Goods hereunder without the prior written permission of Buyer.

16. MISCELLANEOUS.

16.1. The Agreement 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. Any modification of this Agreement or additional obligation assumed by either party shall be binding only if in writing and signed by each party. In the event of any conflict between the Purchase Order, including these terms and conditions, and the other documents which form a part of the Agreement, the Purchase Order shall govern. In the event Vendor's proposal or any other document of Vendor contains terms or conditions which limit Buyer's rights or remedies, such terms or conditions shall not be considered a part of this Agreement. If Vendor uses its own form of acknowledgement, acceptance, confirmation or receipt of Buyer's Purchase Order, said form is used for convenience only and shall not alter the terms of this Agreement.

16.2. Any failure on the part of any of the parties hereto to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor prejudice the right of the parties hereto to enforce the provisions at any time subsequent to any such failure to enforce. The rights and remedies set forth in this Agreement to a nondefaulting party shall be deemed cumulative, and the exercise of one of such rights or remedies shall not operate to bar the exercise of any other rights and remedies provided to a nondefaulting party under this Agreement or at law or in equity.

16.3. This Agreement may not be assigned or transferred to any other person or entity without the express, prior, and written consent of Buyer.

16.4 The prevailing party in any action brought to interpret or enforce this Agreement shall be entitled to recover from the nonprevailing party the reasonable lawyers' fees, costs and expenses incurred by the prevailing party in such action.

16.5. This Agreement shall be governed by, construed and enforced in accordance with the laws of the province of Ontario and of Canada applicable therein without reference to choice of law principles thereof. Any provisions under Laws required to be included herein shall be deemed to be incorporated herein by reference.

16.6. “*Affiliates*” are any entity which controls, is controlled by, or is under common control with Redpath Sugar Ltd. and are intended third party beneficiaries of this Agreement and all rights hereunder. 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.

16.7. Those sections of these terms and conditions which by their nature are intended to survive the making of the final payment or any termination of the Agreement shall so survive, including, but not limited to Section 9, 10, 12 and 15.

16.8. All notices to the parties under this Agreement (not including invoices) will be in writing and sent to this mailing address set forth in the Purchase Order.

PROCUREMENT STANDARD TERMS AND CONDITIONS (SERVICES) **(Effective December 3, 2007)**

The following terms and conditions cover all purchases of Services by Redpath Sugar Ltd. (hereinafter “*Buyer*”) from the entity or individual so identified on the Purchase Order (hereinafter “*Vendor*”). Only a document signed by Buyer and Vendor shall amend or supersede this document.

1. CONTRACT FORMATION. The purchase order and the documentation referred to therein or attached thereto, including, but not limited to, applicable drawings, plans, and specifications (the “*Purchase Order*”), represents Buyer’s offer to engage Vendor to provide the labor, equipment and materials to perform certain services identified in the Purchase Order (the “*Services*”) strictly in accordance with these terms and conditions. By taking any action under the Purchase Order (including, but not limited to, commencement of performance or tender of a purchase order acknowledgement) or by Vendor failing to deliver written objection to the Purchase Order prior to commencement of performance thereunder or tender of a purchase order acknowledgment, Vendor shall be deemed to have read, understood and accepted the terms of this offer, which shall thereafter become the binding agreement (the “*Agreement*”) governing the purchase of the Services.

2. EQUIPMENT. Unless specifically excluded in the Agreement, Vendor shall provide and be responsible for all tools, vehicles, equipment and other materials and property, including personal property, of Vendor and Vendor’s Workforce (“*Vendor’s Equipment*”) required in the performance of Services. Buyer shall be responsible for those items specifically identified in the Agreement. Vendor’s Equipment must be suitable for the hazardous classification of the building, area, or process in which it will be utilized. Vendor or Vendor’s Workforce shall not operate Buyer’s vehicles or powered equipment (“*Buyer’s Equipment*”) without Buyer’s consent. If consent is given, Buyer’s Equipment is provided “as-

is”, without representation or warranty, express or implied, and used at Vendor’s own risk. Vendor or Vendor’s Workforce operating Buyer’s Equipment must be qualified to safely operate the specific equipment in question.

3. VENDOR’S WORKFORCE. Unless specifically excluded in the Agreement, Vendor shall provide all labor required in the performance of Services and be solely responsible for paying its employees, subcontractors and agents (“Vendor’s Workforce”), including but not limited to, paying any and all taxes, insurances and benefits associated with their employment or retention by Vendor. Vendor shall ensure that Vendor’s Workforce has the skill, knowledge, experience, qualifications, licenses and permits that are necessary and appropriate for the proper performance of the Services in a professional manner.

4. COMPANY RULES AND REGULATIONS AND LAWS. Vendor and Vendor’s Workforce shall abide by the “Company Rules and Regulations” (the “Rules”) governing contractors while on Buyer’s premises and all applicable professional standards and laws, ordinances, rules, codes and regulations of any provincial, state, regional and local authorities (collectively, the “Laws”), including any relevant Occupational Safety and Health Administration rules and regulations.

5. COMMENCEMENT AND COMPLETION. Unless otherwise set forth in the Agreement or directed by Buyer, Vendor shall commence performance of the Services immediately upon receipt of the Purchase Order. Vendor will complete the Services within the timeframe set forth in the Agreement as time is of the essence.

6. PRICE AND INVOICING.

6.1. Buyer shall pay Vendor the price for the Services as set forth in, and calculated in accordance with, the Agreement (the “Price”). The Price includes all taxes except sales tax. Vendor will not collect sales tax if an exemption is available.

6.2 For Services to be performed for a fixed amount, there shall be no additional charges in excess of the fixed amount stated in the Agreement, including, but not limited to, any charges for project-administration fees, overtime, mobilization costs, leasing expenses, travel expenses, and taxes (excluding sales taxes), unless specifically provided in the Agreement. If there are “Major Changes” to Services to be performed at a fixed rate, that being changes that are not within the scope of work or consistent with the Agreement, then the parties will discuss the proposed Major Change, the Vendor will indicate in writing the labor and materials necessary to implement the Major Change and the parties will agree on pricing for same in writing or by the issuance of an amended or a new Purchase Order (“Change Order”). Unless documented by a Change Order, any claim for payment for additional services (including materials) performed by Vendor shall be deemed to have been waived by Vendor.

6.3 Vendor shall invoice Buyer for each payment after completion of the Services and satisfaction of the requirements for such payment. Invoices shall be sent to the billing address indicated in the applicable Purchase Order. Buyer’s Purchase Order number must be stated on Vendor’s invoice in order for it to be timely processed. Invoices which do not bear a Purchase Order number will be returned to Vendor for re-invoicing. Invoices properly bearing a Purchase Order number shall be paid within thirty (30) days of Buyer’s receipt of the invoice less ten percent (10%) holdback (the “Holdback”). Payment of invoices does not constitute a release of any of Vender’s obligations under the Agreement.

6.4 As a condition to each payment, Vendor shall provide Buyer with a release from Vendor and all subcontractors and materialmen of all claims, mechanic's liens, or rights to any claim against Buyer or the real property upon which the project site is located accruing prior to the date of the applicable invoice.

6.5 The Holdback shall be paid at Final Completion. "Final Completion" occurs when (a) all punch list items have been fully completed to the satisfaction of Buyer; (b) Vendor has completed its final site cleanup and restoration; and (c) Vendor has delivered to Buyer, as applicable, (i) certificate of occupancy and other necessary approvals evidencing completion of the Services, including all change orders; (ii) all warranties; (iii) all operation, maintenance and parts manuals; (iv) all software; (v) spare parts lists; (vi) good and marketable title for all equipment, appliances and other components of the Services; (vii) Vendor's final affidavit and release of lien; (viii) satisfactions of lien for any claims of lien filed on account of the Services, unless transferred to bond by Vendor; (ix) "as built" surveys and drawings for the Services detailing all changes or deviations from the original Agreement; (x) all Deliverables and other documents pursuant to Section 17; and (xi) any other documents, items, materials or work required to be provided by Vendor pursuant to the Agreement.

7. CONSTRUCTION LIENS. Vendor shall indemnify, defend and hold Buyer harmless from and against any and all liens or other claims whatsoever filed against Buyer or Buyer's property by any lienor for work performed or materials or services furnished in connection with the Services for which Vendor has been paid or for which payment is not due at the time the lien is filed.

8. VENDOR'S WARRANTIES AND COVENANTS.

8.1. In addition to any other warranties set forth in Agreement, Vendor warrants and covenants that (a) the Services will be performed in a timely, professional, safe and workmanlike manner in accordance with, and in satisfaction of, the requirements of the Agreement, the Rules and all applicable Laws; (b) all material, equipment and supplies furnished (i) shall satisfy, and perform in accordance with, the requirements and specifications of the Agreement; (ii) are free from defects in design, workmanship and materials; (iii) are manufactured and supplied in compliance with all applicable Laws (iv) are new; (v) are free from liens or other title encumbrances; (vi) can be used by Buyer without infringing or violating the rights of any third parties; and (vii) free from any contamination by hazardous or toxic wastes, chemicals or materials of any kind; (c) Vendor is not a party to, or bound by, any agreement or commitment, or subject to any restriction, including but not limited to, agreements related to existing or previous employment containing confidentiality or noncompete covenants, which now or in the future could interfere with the performance by Vendor of Services under the Agreement; and (d) any Deliverables will not infringe upon any patent, design, copyright trademark or other intellectual property rights of any third parties.

8.2. Vendor's warranty for Services shall be for the longer of one (1) year or the period set forth in Agreement (the "Warranty Period"). Vendor shall obtain similar warranties as those set forth in this section from each of its subcontractors and suppliers, which warranties shall run in favor of the Buyer.

8.3. Approval of Vendor's designs or specifications, or acceptance of the Services shall not prejudice Buyer's warranty rights under the Agreement. All warranties express or implied, shall survive inspection, acceptance and payment by Buyer. The establishment of a Warranty Period relates only to the specific obligation of Seller to correct breaches of the warranties and does not establish a period of limitation with respect to any other obligation under the Agreement.

9. CORRECTION OF WORK. Vendor shall promptly correct faults or defects in the Services discovered during the Warranty Period ("Warranty Work") at its expense. If Vendor fails to perform

Warranty Work satisfactorily, Buyer may correct such faults or defects and Vendor shall reimburse Buyer for the cost of correction. Buyer, at its discretion, may offset against any payments owing Vendor the costs Buyer incurred in correcting any such faults or defects.

10. INSURANCE.

10.1. Vendor will, at its expense and for the duration of the Agreement, purchase and maintain policies for the following insurances (the “*Insurances*”):

(a) **Workers Compensation and Employer’s Liability Insurance.** Such insurance will (i) fully comply with the statutory requirements of the respective province or state; (ii) be amended to waive Vendor’s subrogation rights against Buyer for all claims arising out of the performance of the Agreement and (iii) have limits of not less than \$1,000,000 for employer’s liability.

(b) **Commercial General Liability Insurance.** Such insurance will include coverage for Vendor’s Workforce with respect to Services performed under the Agreement and have liability limits of not less than \$2,000,000 general aggregate per location, \$2,000,000 aggregate for products and completed operations, \$1,000,000 aggregate for personal and advertiser’s injury for each incident and \$1,000,000 combined single limit for each occurrence.

(c) **Professional Liability Insurance.** Where applicable to the Services being rendered and if requested to do so by Buyer, Vendor shall maintain professional liability insurance coverage of the type and in amounts usually insured by companies of like size and operating similar business as conducted by Vendor.

(d) **Automobile Liability Insurance.** Such insurance is required for all owned, non-owned and hired and vehicles operated on the jobsite and used by Vendor in performance of the Contract, and will have liability limits of not less than \$1,000,000 combined single limit for bodily injury and property damage for each accident.

(e) **Umbrella Liability Insurance.** Such insurance will (i) be required if Vendor is involved in major alterations, additions, demolition, welding or cutting operations; (ii) have liability limits of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate; and (iii) be in excess of the coverage’s described in Subsections (a), (b) and (d) above.

(f) **Watercraft Liability Insurance.** Such insurance will (i) be required by Vendor and Vendor’s Workforce when watercraft and barges are used in the performance of the Services; (ii) include protection and indemnity on the crew, if applicable in said jurisdiction in which Services are being performed; (iii) have liability limits of not less than \$2,000,000 for each occurrence and \$4,000,000 aggregate.

10.2. The policies for the Insurances will (a) be with a reputable insurer licensed or authorized to do business in all jurisdictions for the locations at which the Services will be performed acceptable to Buyer; (b) include “*Redpath Sugar Ltd. and its Affiliates*” as an additional insured and provide thirty (30) days prior written notice of cancellation or material change, except for Workers’ Compensation; (c) be primary over any insurance, self insurance or limits maintained by Buyer; and (d) will not reduce or limit Vendor’s obligation to indemnify and defend Buyer for claims made or suits brought which result from or are in connection with Vendor’s performance of the Agreement. Prior to performing any of the Services, Vendor will furnish Buyer a certificate of insurance showing evidence of the Insurances.

10.3. Vendor shall be responsible for verifying that Vendor's Workforce has and maintains worker's compensation insurance and contractual liability insurance for all written contracts entered into by Vendor's Workforce.

11. INDEMNIFICATION. Vendor agrees to indemnify, defend, and hold harmless Buyer, including its respective officers, directors, employees, Affiliates and agents, from any and all claims, suits, losses, damages, costs, and expenses, including, but not limited to, those resulting from bodily injury, property damage, intellectual property infringement, exposure to asbestos, asbestos-containing materials, unpaid wages, unpaid bills for materials, fuel, rentals, services, taxes, licenses, legal fees, and costs, to the extent resulting from or arising out of (a) Vendor's or Vendor's Workforce's (i) negligent acts or omissions; (ii) breach of Vendor's obligations, covenants or warranties hereunder; or (ii) performance of the Services, or (b) Vendor's Equipment.

12. PROJECT SITE. Vendor has examined the project site to its satisfaction, including any existing work or improvements in place, but excluding latent problems not reasonably discoverable, and has determined that the same are fit and proper to receive the Services. Vendor acknowledges, and will advise Vendor's Workforce, that the premises upon which Services will be performed, including but not limited to refineries, power plants, packaging, storage, and distribution facilities, labs, offices, hospitality centers, and other properties owned or controlled by Buyer (the "Properties"), may contain inherent risks and hazards, including, but not limited to, risks involving asbestos, moving vehicles, machinery, and equipment, uneven or slippery surfaces, explosion, fire, smoke, gases, steam, chemicals, emissions, electricity, debris and other hazardous conditions. Vendor voluntarily elects to enter upon the Properties and assumes all risks of loss, damage, or injury that may be sustained by Vendor, Vendor's Workforce and Vendor's Equipment while on the Properties. Buyer shall not be responsible to provide project site security against vandalism, theft, breakage or damage to the Services, materials incorporated in the Services or stored on the Properties or at the project site, or Vendor's Equipment.

13. TERMINATION. This Agreement is nonexclusive and may be terminated by Buyer at any time, without cause and for convenience by giving Vendor at least ten (10) days' prior written notice, in which event Buyer shall pay Vendor for all Services properly completed up to the date of the termination (which is not cancelable or recoverable). In the event of any termination of this Agreement, Vendor shall fully cooperate with Buyer in (a) protecting and preserving all work in place; (b) transferring all building permits or other approvals to the name of Buyer or the successor vendor or general contractor; and (c) otherwise generally cooperating with Buyer to ensure timely and lien-free transition of the Services to other contractors or Buyer. All prior payments made under the Agreement shall be applied to the amounts due hereunder. In no event shall the total payments due to Vendor under the Agreement exceed the Price. All materials and supplies paid for by Buyer shall be delivered by Vendor to Buyer upon termination of the Agreement.

14. PERFORMANCE. If Vendor at any time refuses or neglects to supply sufficient properly skilled workmen or sufficient materials of proper quality and quantity, or fails to perform the Services required hereunder with reasonable diligence and dispatch, or otherwise fails in the performance of any part of the Agreement, and such default by Vendor is not cured within seven (7) days after written notice thereof by Buyer to Vendor, then Buyer may immediately terminate this Agreement. In such case, Vendor shall not be entitled to receive any further payment under this Agreement until all Services are completely finished, at which time, if expense is incurred by Buyer for completing the Services in accordance with the Agreement which exceeds the Price ("Excess Cost"), Buyer shall apply the Retainage against the Excess Cost and Vendor shall promptly pay Buyer upon demand any remaining Excess Cost not satisfied by application of the Holdback.

15. FORCE MAJEURE. Vendor shall not be liable for any delay in the performance of Services when such delay is caused by fires, floods, earthquakes, hurricanes, riots, acts of God, war, governmental interference or restrictions, strikes, or such other similar causes (“*Force Majeure*”), if notice of the Force Majeure is promptly delivered to Buyer. If a Force Majeure occurs, Vendor’s time to perform the Services shall be extended for a reasonable period under the circumstances, but in no event longer than sixty (60) days from the performance date set forth in the Agreement (“*Extension Period*”). If Vendor fails to perform the Services before the expiration of the Extension Period, Buyer may terminate the Agreement and Vendor shall refund to Buyer any installment payments or deposits Buyer made toward the Services not performed. Buyer shall not be liable for any delay in failing to perform its obligations under the Agreement where such delay is caused by Force Majeure and Buyer’s time for performance shall be extended for a reasonable period under the circumstances, but in no event longer than the Extension Period. . Notwithstanding the foregoing, in the event Buyer determines it no longer needs or no longer can use Vendor’s Services or that the delay will adversely impact its operations due to the Force Majeure, Buyer may terminate the Agreement and Buyer shall be relieved of any further obligation or liability thereunder, excluding payment of outstanding invoices.

16. DELIVERABLES. All right, title and interest in and to all writings, drawings, plans, specifications and programs, and all other original works of authorship, prepared by Vendor at Buyer’s expense, or which, as determined by the Buyer, arise out of or otherwise relate to the Services and which Vendor prepares, whether in whole or in part and whether alone or with others, during its engagement by Buyer (the “*Deliverables*”), shall be the sole and exclusive property of Buyer. Vendor will do everything reasonably necessary during and after its engagement and without charge to Buyer to enable Buyer to secure and protect its ownership rights in the Deliverables.

17. CONFIDENTIALITY. All Deliverables and disclosures, drawings, specifications, or technical information furnished to Vendor by Buyer are the sole property of Buyer and shall be held in confidence upon the understanding and agreement by Vendor that they shall not be disclosed or furnished to any third party, shall not be used by Vendor in whole or in part for any purpose except fulfillment of its obligations under the Agreement and shall be returned immediately upon request by Buyer. Vendor shall make no announcement concerning the fact that Vendor has contracted to provide any Services hereunder without the prior written permission of Buyer.

18. MISCELLANEOUS.

18.1. The Agreement 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. Any modification of this Agreement or additional obligation assumed by either party shall be binding only if in writing and signed by each party. In the event of any conflict between the Purchase Order, including these terms and conditions, and the other documents which form a part of the Agreement, the Purchase Order shall govern. In the event Vendor’s proposal or any other document of Vendor contains terms or conditions which limit Buyer’s rights or remedies, such terms or conditions shall not be considered a part of this Agreement. If Vendor uses its own form of acknowledgement, acceptance, confirmation or receipt of Buyer’s Purchase Order, said form is used for convenience only and shall not alter the terms of this Agreement.

18.2. Any failure on the part of any of the parties hereto to enforce any provision of this Agreement shall not constitute a waiver of that provision, nor prejudice the right of the parties hereto to enforce the provisions at any time subsequent to any such failure to enforce. The rights and remedies set forth in this Agreement to a nondefaulting party shall be deemed cumulative, and the exercise of one of such rights or

remedies shall not operate to bar the exercise of any other rights and remedies provided to a nondefaulting party under this Agreement or at law or in equity.

18.3. This Agreement may not be assigned or transferred to any other person or entity without the express, prior, and written consent of Buyer.

18.4. The prevailing party in any action brought to interpret or enforce this Agreement shall be entitled to recover from the nonprevailing party the reasonable attorneys' fees, costs and expenses incurred by the prevailing party in such action.

18.5. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Province of Ontario and of Canada applicable therein without reference to choice of law principles thereof. Any provisions under the Laws required to be included herein shall be deemed to be incorporated herein by reference.

18.6. In the event Services involve the receiving, storing, processing, packaging, warehousing or shipping of any goods, materials, equipment, or products owned by Buyer (collectively, "Buyer's Products"), all Buyer's Products shall remain the property of Buyer while in the possession or control of Vendor. Vendor unconditionally waives any and all claims of ownership or liens on, or any security interest in, Buyer's Products (excluding warehouseman's liens up to but not exceeding the value of unpaid fees for Services rendered) and Vendor shall not permit any of its creditors to obtain a lien on, or security interest in, Buyer's Products. Vendor agrees that Buyer may execute and file, or upon request, that Vendor shall execute, deliver and file such documents, including UCC-1 Financing Statements, as are reasonably necessary to evidence Buyer's ownership of Buyer's Products provided to Vendor. If requested to do so by Buyer, Vendor shall store, maintain or warehouse Buyer's Products in areas that are separated from the goods of Vendor and any third party. Vendor shall bear the risk of loss for Buyer's Products while in Vendor's possession or control. Upon reasonable prior notice to Vendor, Buyer or its agents or any authorized creditor of Buyer shall have the right at anytime to enter upon Vendor's premises to inspect, inventory, or remove Buyer's Products in the possession or control of Vendor.

18.7. "Affiliates" are any entity which controls, is controlled by, or is under common control with Redpath Sugar Ltd. and are intended third party beneficiaries of the Agreement and all rights thereunder. The term "control" means the ownership, directly or indirectly, or the power to direct the voting or disposition, of fifty percent (50%) or more of the voting stock or equity interests of the subject entity.

18.8 Those sections of these terms and conditions which by their nature are intended to survive the making of the final payment or any termination of the Agreement shall so survive, including, but not limited to Sections 7, 8, 9, 11, 16 and 17.

18.9 All notices to the parties under this Agreement (not including invoices) will be in writing and sent to the mailing address set forth in the Purchase Order.

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 its personnel, subcontractors and their personnel, and agents (collectively, "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, Domino Foods, Inc., American Sugar Refining, Inc., C&H Sugar Company, Inc., or American Sweetener Corporation 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 and Confidentiality Agreement for Contractor 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 of 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.

All 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'S 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 (collectively, the "Law"), 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 or her 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 or 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, 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.

As to the Yonkers location of American Sugar Refining, Inc., Contractor will comply with all NYSDEC, Westchester County and EPA rules on use of hazardous chemicals. No hazardous chemicals will be used without the prior knowledge and consent of Company's environmental manager. All

hazardous waste generated will be reported to the environmental manager including quantity, along with a copy of hazardous waste manifest. All contractors that are disposing of hazardous waste must supply a copy of DOT training to the environmental manager, no hazardous waste can be removed without proof of training.

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 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 its personnel 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 Domino Foods, Inc., American Sugar Refining, Inc., C&H Sugar Company, Inc. or American Sweetener Corporation 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 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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