

COMPANY RULES AND REGULATIONS

Scope

These Rules apply to all Contractors and Contractor's Workforce providing Services on Company Property of Belize Sugar Industries Limited 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" mean any entity which controls, is controlled by or is under common control with the Company. The term "control" means 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, Belize Sugar Industries Limited, Belize Cogeneration Energy Limited and Storage Limited.

"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 laws of Belize, rules, regulations or local 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 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.

Conditions

- All Contractors entering or working on Company Property must comply, and ensure that Contractor's Workforce complies, with, these Rules, the Laws, all applicable standard codes of practice and all such other work rules, safety regulations and environmental policies issued by the Company.
- Contractor is responsible for instructing Contractor's Workforce and making known to them the contents of these Rules and of any matters brought to Contractor's attention by the Company's Safety Health and Environment Officer.
- Contractor shall employ only careful, skilled and qualified persons to perform Services. Company may object to, and require Contractor to remove from Company Property, any person of Contractor's Workforce who, in the opinion of Company, misconducts himself, does not comply with these Rules or is not careful, skilled or qualified to perform the Services, and such person shall not again be granted access to Company Property without the written permission of Company.
- All Contractor notices and queries shall be addressed to Company's nominated manager, which, for the avoidance of doubt, may be the same person as the Project Manager ("Company's Manager").
- Contractor and Company's Manager shall agree to a schedule and the hours for performance of the Services.
- Contractor shall advise Company's Manager of the names and the number of personnel of Contractor's Workforce to be engaged to perform the Services prior to their arrival on Company Property.
- Contractor shall not lay in excavation nor cover or hide any part of the Services performed until approved by Company's Manager.

Contractor's Safety Responsibilities

All Contractors and Contractor's Workforce are expected to (1) follow all applicable Laws and regulatory guidelines; (2) adhere to Company policies at all times while on Company Property; (3) conduct themselves in a professional and lawful manner at all times while on Company Property; 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. Contractor shall arrange insurance to cover Contractor's Workforce against injury or loss of life and to cover Contractor's tools and equipment against loss or damage. Contractor shall arrange third-party and public liability insurance to indemnify Company against damage to Company's property or injury to Company's employees caused by the actions of Contractor or Contractor's Workforce;

(b) Contractor and each member of Contractor's Workforce performing Services will attend Company safety and process meetings, including, but not limited to site specific safety orientation and kickoff meetings as requested by Company; 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 Company's hygiene, safety, and dress codes and the directions of Company representatives.

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 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 Property, and voluntarily assume all risks of loss, damage or injury, including death, that may be sustained while on Company Property, 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 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 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 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 Company which is proprietary or confidential, such as manufacturing methods and processes, equipment, and designs (collectively, "Confidential Information"). Contractor 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 Company Property and subject to prosecution.

No materials shall be taken from Company Property or the job site without authorization in the form of a "Gate Pass" or "Disposal of Material Pass" duly authorized by the Company.

Cameras and recording devices of any type are not allowed on Company Property. Cell phone or other mobile device 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 Company Property or the Services, Contractor shall obtain prior authorization from Company's Security or Company Manager.

Firearms, deadly weapons, explosives, alcohol, intoxicating liquor or drugs, including habit-forming drugs, are strictly prohibited on Company Property. Any person contravening this rule will be permanently removed from Company Property.

Except in the fulfillment of their duties, Contractor's Workforce shall not use or interfere with anything on Company Property, including buildings or their fittings, plant, machinery, tools, implements, clothing, stores or materials, in any stage of use or manufacture.

Contractor shall only use equipment, tools or materials which Contractor has brought onto Company Property, unless otherwise agreed to in advance with Company.

In no case may Contractor or Contractor's Workforce stand on vessels, tanks, pipe work or handrails; nor may these be used as supports for scaffolds without the specific prior consent of Company.

Contractor and Contractor's Workforce shall not enter any other part of Company Property, other than those areas which is necessary or required to perform their Services, without the prior permission of Company.

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 as necessary or required to perform their Services, and such mobile equipment must not block Company Property roads, fire lanes, hose houses, fire hydrants, or emergency egress routes.

All vehicles of Contractor and Contractor's Workforce are to be safe, in good operable condition, operated in a safe manner, at a safe speed, in compliance with these Rules, all applicable Laws and all traffic signs. Contractor and Contractor's Workforce must watch-out for and yield to cranes, 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 vests must be worn at all times by Contractor's Workforce. Such reflector vests shall be supplied by Contractor and shall be approved by Company.

Crawling under, over, or between connected railcars is prohibited. All persons must walk around the ends of trains and must maintain a minimum distance of eight feet from the end of a 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. Use of cellphones or other mobile devices while operating any moving vehicle or equipment is strictly prohibited.

Contractor's Workforce

Contractor and Contractor's Workforce are 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 Company while 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 be responsible for the security of Contractor's and

Contractor's Workforce's tools, materials, equipment, vehicles and other private possessions while on Company Property.

Contractor and Contractor's Workforce shall comply with the following requirements at all times while on Company Property:

- (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 and appropriate for the type of Services being performed. Athletic, open toed and high heeled footwear will not be allowed.
- (f) Only smoke in designated smoking areas.
- (g) Wear sanitary clothing (such as head cover, mouth cover, etc.) in direct consumption production areas, as directed by Company.
- (h) Maintain the jobsite and surrounding areas in a clean and tidy state at all times. Any waste or surplus material shall not be allowed to accumulate on Company Property and shall be removed and disposed of regularly away from Company Property.
- (i) Report any accidental breakage of glass immediately.
- (j) All litter is deposited in the appropriate waste receptacles provided for this purpose.
- (k) Children under 18 years of age should not enter Company Property or be part of Contractor's Workforce.
- (l) No animals are allowed.
- (m) Keep all the designated restrooms clean and tidy at all times and use only such facilities as are agreed by Company and Contractor.
- (n) Report all wounds or injuries, however slight, to the Contractor and to Company's Manager.
- (o) Food or drinks shall only be consumed in the designated areas.
- (p) In case of any serious accident, injury, damage, loss or 'near miss', in which Contractor or Contractor's Workforce is involved on Company Property, Contractor shall immediately give a verbal report followed by a written report to Company's Safety Officer.
- (q) Fire protection equipment shall only be used for firefighting purposes.
- (r) Obtain permission from the Company's Manager for the locations of temporary cabins or huts constructed on Company Property and Contractor shall remove such temporary cabins or huts immediately upon completion of the Services or when instructed to do so by Company.

- (s) Locations and manner of storage of materials shall be agreed with Company's Manager before commencement of Services.

General Procedures and Safety Requirements

- **APPROVAL MUST BE OBTAINED FROM A COMPANY'S MANAGER OR OTHER REPRESENTATIVE BEFORE SHUTTING DOWN ANY COMPANY SYSTEMS OR EQUIPMENT.**
- Ground fault circuit interrupters are to be utilized on all 120 or higher 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 and 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 without prior approval by Company.
- 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.
- 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.
- 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 the performance of 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 for a minimum of 60 minutes. Company fire extinguishers are not to be used for hot work operations, unless agreed by Company in advance. 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 issued by a qualified representative of the Contractor and verified by the Company before performing any Services in a confined space. Contractor’s Workforce must be trained in all relevant duties prior to entry into a confined space. Contractor is responsible for furnishing all atmospheric monitoring equipment and rescue equipment as necessary and appropriate for performing Services in a confined space.
- For control of hazardous energy sources to any equipment and/or work area, the “Lockout/Tagout” policy and applicable energy control procedures for the jobsite shall be reviewed prior and followed at all times. Contractor shall supply all necessary control devices. Contractor is not allowed to de-energize equipment without prior approval of the Company Manager.
- 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 and Laws, including environmental 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 representative for the Company Property regarding compliance with the foregoing.
- Contractor must provide Company with information about any possible Hazardous Materials that may occur from performance of the Services. Any Hazardous Materials generated that are dispositioned as waste will be reported to Company. Contractor is responsible for the disposing of Hazardous Materials and must supply a copy of relevant training to 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 representative for the Company Property regarding compliance with the foregoing.
- Flammable liquids must 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's environmental representative for the Company Property. Such disposal will follow all applicable Laws, including environmental rules regulations.
- Upon request by Company, Contractor shall present proof of training if special equipment, such as cranes and forklifts, must be used in connection with the performance of the Services. However, Contractor and Contractor's Workforce are expected to have at all times all applicable training, certifications and qualifications to complete the Services.
- Many internal drains and yard / storm drains located on Company Property may discharge into lakes, rivers, canals and streams. Consequently, prior approval must be obtained from Company before using any building and sanitary drains on Company Property. 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 Workforce operating any Company Equipment must be qualified to safely operate the specific equipment in question and must present evidence of qualifications if asked by Company. Contractor must immediately report to Company's Manager or other Company representative any and all damages sustained by Contractor, Contractor's Workforce, and / or Company Equipment.
- Contractor shall ensure that all safety precautions are identified and complied with in the handling and storage of any dangerous chemicals and materials on Company Property in agreement with the Company's Manager.
- No radioactive substance or X-ray equipment shall be brought onto Company Property until written permission has been obtained from the Company's Manager.
- Contractor shall install all scaffolding in accordance with the Company's Scaffolding Procedure. All completed scaffolds shall meet with Company's approval prior to use. Such approval shall not release the Contractor's responsibility in respect of such scaffolding.

- Contractor's Workforce shall at all times wear safe, appropriate protective equipment, clothing, head protection and footwear as demanded by either the type of Services being performed or the work environment.
- No excavation or driving of spikes, posts or piles shall be started without the written permission of Company's Manager who will inform Contractor of the position of any known underground pipes or cables.
- Contractor shall, at all times, protect any excavations or building works which may be a source of danger to any person and shall ensure that they are cordoned off and lit during the hours of darkness with warning lamps.
- Contractor must abide by all Company safety procedures for the protection of Company's employees, including, but not limited to, "Company's Safety Induction Procedures," copies of which are available upon request.

Emergency Procedures

Contractor shall ensure that Contractor's Workforce is aware of the relevant fire assembly areas and all emergency escape routes from their locations on Company Property.

In case of fire or evidence of fire, Contractor's personnel shall:

- (a) operate the nearest alarm call system;
- (b) telephone the Security Gate at 166 or 118 on the internal telephone system stating fire and giving location, i.e. building, floor level and area on the floor; and
- (c) promptly evacuate the area.

Means of escape from buildings and access for emergency services shall not be obstructed.

"Hot Work" is defined as the introduction of any possible form of ignition including the storage/handling of any flammable material, liquids or gases. Company's Manager and Safety Officer are to be consulted in respect to the storage location and use of any combustible and/or flammable material, the lighting and controlling of fires, and the performance of any other operation which may lead to the outbreak of fire. When satisfied that adequate precautions have been taken, Contractor's Workforce shall obtain a "Permit to Work" certificate from Company's Manager.

Any accident and/or incident occurring on Company Property or involving Services which results in personal or property damage to Company, Company Equipment, Contractor, Contractor's Workforce (collectively, an "Occurrence") must be immediately reported (i.e the 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 immediately submitted to Company.

Emergency drills will be conducted periodically while Contractor is on Company Property. Contractor and Contractor's Workforce 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 other related services.

Violations

In the event of a Violation, Company may, in its discretion, (a) remove the individual(s) that are in Violation from Company Property; (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 Manager and Company's Safety Manager. Such notification 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 it has read the foregoing Rules, understands it, and has 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 Belize Sugar Industries Limited or its subsidiaries (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 the 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 the 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 the 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, services or goods 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: _____