

LETTER OF AGREEMENT

For Edelman Use Only

GM:

Client Code:

Contract No(s):

3634

May 10, 2010

Mr. Campos de Moya
Corporate Vice President, Communications and Institutional Relations
Vicini
Av. Winston Churchill No. 5
Torre Progreso,
Santo Domingo, RD

Dear Mr. de Moya:

This constitutes the master services agreement ("Agreement") between Grupo Vicini, represented by Campos S. De Moya, Vice president Communication and Institutional Relations, address in Winston Churchill Ave. No. 5, Santo Domingo Dominican Republic ("Client") and Daniel Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

2010 SEP - 12 3 35
HSD/CES/REGISTRATION UNIT

1. Services. Edelman shall perform the services ("Services") set forth in the statement of work ("SOW") executed by the parties, which is attached hereto as an Exhibit A. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms established by the parties.

1.1 With-effect from the date of this Agreement, Edelman will provide, or procure the provision of the Services, for the benefit of the Client Businesses, and the Client shall pay for the Services so provided, in accordance with and on the terms of this Agreement and the SOW.

1.2 Save as agreed by the parties, the services to be provided by Edelman will be of an extent and standard which is of a professional quality comparable to the Services that has been provided to Edelman's other clients receiving similar Services.

1.3 Edelman will carry out and perform all Services within a professional and timely manner and in accordance with the Schedule established in the SOW and by the instructions given by the Client from time to time.

1.4 To the extent Edelman subcontracts out any Services, Edelman must notify the client, and Edelman shall be responsible for the acts of its subcontractors.

1.5 Edelman shall use the name, brand or logos of the client, only for the services listed in the SOW. If Edelman needs to use the name, trademark or logos of the Customer in a manner different from that stated in the SOW, must obtain prior written approval of Customer.

2. Compensation.

2.1. Budget. The total projected fees, expenses, and payment schedule for the Services ("Budget"), if determined, are set forth in the SOW attached. The Budget pertains to Services only as set forth in the SOW and is only for Services rendered by Edelman's New York and Washington D.C. offices, unless specifically provided otherwise herein. If Client expands the scope of the Services or wants additional services, the fee required to perform the additional services shall be determined and the Budget in the SOW will be either amended or a new SOW will be executed, as appropriate. If any activities entail services of other Edelman offices, divisions or affiliates, Client will pay for such services at Edelman's then current time and material rates customary for such office location, practice and title. Edelman, with prior notice to Client, may in its sole discretion amend its then current billing rates.

2.2. Expenses.

(a) Third-Party Expenses. Client shall reimburse Edelman for all out-of-pocket, third-party vendor expenses incurred by Edelman in performing the Services. Such expenses include, but are not limited to, research services, media monitoring/clipping, production costs, and conferencing charges. Client shall pay a ten percent (10%) service charge on all such expenses incurred and paid by Edelman. Client may avoid the service charge by paying vendors directly. For any individual expense equal to or greater than US\$5,000, Client shall be required to prepay Edelman or directly pay vendors.

(b) Travel and Additional Expenses. Client shall reimburse Edelman monthly for all travel and/or entertainment related expenses incurred by Edelman or its employees in performing the Services, including, but not limited to, air travel, ground transportation, lodging, meals, tips and wireless internet and long distance telephone calls, cellular phones, messengers, and overnight delivery. Such expenses are not subject to the 10% service charge.

(c) Taxes. Client shall reimburse Edelman for all taxes, including, without limitation, taxes on the sale or use of goods and services, value added taxes, and general services taxes, imposed by any government or taxation authority, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income.

(d) Internal Expenses. Client shall reimburse Edelman for expenses related to in-house photocopying, local telephone calls (not long distance or phone card calls), U.S. postage (other than mass mailings) that Edelman incurs on Client's behalf, Client shall pay Edelman a monthly charge equal to six percent (6%) of Edelman's monthly fees as reimbursement for such expenses. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charge.

(e) Legal Services: The costs of Edelman's outside legal services incurred to approve copy, deal with regulatory issues, arrange spokespersons, negotiate terms with vendors and suppliers engaged on behalf of Client, and other matters dealing with the provision of services will be billable to Client as a third party expense. Edelman shall provide for Client's prior approval, the firm that will provide the legal service and the estimate of legal expenses to be incurred. The Client may at any time propose the law firm it deems most appropriate for the provision of services provided Client pays for that firm's services directly.

2.3. Payment. Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 and in the SOW are due and owing to Edelman on the invoice dates; provided, however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Client is more than thirty (30) days late in paying any invoice, Edelman may, in its sole discretion, cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly to the period established above. Restrictive endorsements or other statements on checks accepted by Edelman shall be of no force or effect. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within thirty (30) days of the invoice date, or Client shall waive any claim with respect to such invoice.

2.4. International Services. All amounts due under this Agreement shall be billed and paid in US dollars. Edelman reserves the right to adjust the Budget if there is a variation in any relevant currency exchange rate greater than two percent (2%). Client, recognizing that Edelman is obligated to pay out-of-pocket, third party vendor expenses and other costs in full in the local currency in which they were incurred, shall reimburse Edelman if any shortfall occurs as a result of fluctuating currency exchange rates. In such instances, Edelman will include an adjustment in the next monthly invoice or render a separate invoice.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared or provided by Client, that Client directed Edelman to use or that were approved by Client (ii) product liability or death, personal injury or property damage arising out of, or relating to, Client's acts or omissions or Client's products, services or equipment; and/or (iii) Client's negligence or willful misconduct.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials prepared by Edelman or its subcontractors, that the Client didn't directed Edelman or its subcontractors to use or that weren't approved by Client (ii) product liability or death, personal injury or property damage arising out of, or relating to, Edelman's or its subcontractors acts or omissions or Edelman's or its subcontractors products, services or equipment; and/or (iii) or relate to Edelman's or its subcontractors gross negligence or willful misconduct in performing the Services under this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman or the Client is not an adverse party, the Party involve shall pay or reimburse the other party for all reasonable staff time, attorneys' fees and expenses the other party incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Edelman or the Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of May 10, 2010 and shall continue for one (1) year. This Agreement shall automatically renew for subsequent one-year terms unless terminated by either party as provided herein.

5. Termination. Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than sixty (60) days' written notice. In addition, either party may terminate this Agreement in the event of a material breach of this Agreement (including non-payment of any invoice), if the other party does not correct such breach within the period established in the Amicable Settlement. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature or is unable to provide the Services agreed herein; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay Edelman fees through the termination date and reimburse Edelman for

expenses incurred through the termination date. In addition, Client shall either assume liability or pay Edelman for non-cancelable expenses committed to be incurred prior to the termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. Amicable Settlement. If and when there is a question by one Party concerning non-conformance with any of the responsibilities and/or the obligations of performance under this agreement by the other Party, the Parties shall exert their best efforts in resolving their differences in a reasonable, productive and timely manner to be able to continue to perform their obligations with the least amount of impact to the intent of this agreement. To this effect, the interested Party will notify its non-conformance to the other Party. Within ten (10) days after the above-mentioned notice, the Parties agree to meet, whether physically, by conference call or by video-conference, in order to resolve their differences. The solution to the Parties' difference will be contained in an agreement that will be binding between the Parties. Should the parties not be able to resolve the differences between themselves within thirty (30) days from the date the first meeting occurs, whether that meeting be physical, by conference call or by video-conference, the parties agree to submit their difference to the exclusive jurisdiction of the federal and state courts located in the State of Illinois.

7. Limitation of Liability. EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EDELMAN BE LIABLE TO CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

8. Confidentiality. Each party will use reasonable efforts to keep confidential all information and materials so designated by the other party and to limit access to such information and materials to those with a need to know for purposes of performing this Agreement. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

9. Intellectual Property. Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any searches, including but not limited to, trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Nothing in this Agreement shall prohibit or prevent Edelman from using materials that are obtained from third parties pursuant to limited licenses.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, including without limitation, stock photography, (ii) materials prepared by Edelman prior to or outside the scope of this Agreement, even if customized for Client, and (iii) materials Edelman considers proprietary, including but not limited to, media lists, certain media training guides, influencer lists, data bases, materials and proposals Edelman submits to Client that Client does not engage Edelman to implement. Upon Client's request, and at Client's expense, Edelman shall use reasonable efforts to obtain from any third party any and all assignments and releases necessary to grant Client the rights of such third party. This Section shall survive termination or expiration of this Agreement.

10. Non-Solicitation of Employees. During the term of this Agreement and for one (1) year after its termination, Client will not, without the written consent of Edelman, knowingly solicit (either directly or indirectly) any Edelman employee with whom Client came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Client does so solicit and employ or engage any person so employed by Edelman, Client shall pay Edelman a fee equal to the total amount of such employee's annual cash and non-cash compensation as a reimbursement to Edelman of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.

11. Choice of Law and Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Illinois, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of Illinois. This Section shall survive termination or expiration of this Agreement.

12. Attorneys' Fees. In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

13. Assignment. Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder.

14. Force Majeure. Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than thirty days, the other party may terminate the affected SOW.

15. Notice. Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by e-mail, when received and opened. All such notices shall be addressed to each party as follows:

If to Edelman:	Jonathan Adashek Senior Vice President Daniel J. Edelman, Inc. 250 Hudson Street New York, NY 10013 E-mail: jonathan.adashek@edelman.com
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive Chicago, IL 60601 E-mail: shan.bhati@edelman.com or peter.petros@edelman.com
If to Client:	Mr. Campos de Moya Corporate Vice President, Communications and Institutional Relations Vicini Av. Winston Churchill No. 5 Torre Progreso, Santo Domingo, RD E-mail: campos.demoya@grupovicini.com

16. **Section Headings.** Section headings contained herein are solely for convenience and are not in any sense to be given weight in the construction of this Agreement.

17. **Counterparts.** This Agreement and any SOW hereunder may be executed in two or more Counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.

18. **Organization and Existence.** Edelman and the Client declare that they are companies duly organized and existing under the laws of their origin, currently enjoying their full rights and privileges as commercial companies and provide all the requisite powers to own its properties and to conduct their businesses as they do at present. Further declare that the developments of its operations comply with the laws of their countries and therefore have no links to illegal activities as called their legislation.

19. **Power and Authority.** The Parties have the authority, powers and authorizations necessary to execute and comply with the terms of this Agreement. Similarly, individuals who have signed this Agreement, are provided with full powers granted by the competent corporate body if applicable, to take any and all rights and obligations enshrined in this Agreement, comply with all laws, Rules and regulations specific to the branch of business they develop in their country of origin, and unknown formalized some act or omission that might constitute a violation of permits, licenses or registrations that have been issued in their favor by relevant government entities.

20. **Survival.** The respective rights and obligations of the parties set forth in this Agreement shall survive the expiration or termination of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

21. **Entire Agreement.** This Agreement, along with any and all SOWs, exhibits and attachments, constitutes a single agreement, as well as the entire agreement with respect to the subject matter hereof, supersedes any prior or contemporaneous agreement between the parties, whether written or oral, with respect to the subject matter hereof, and may be modified or amended only by a writing signed by the party to be charged.

22. **Order of Precedence.** Any preprinted terms and conditions of the parties' business forms shall be without legal effect with respect to this Agreement or any SOWs.

Your signature below confirms that you, as an authorized representative of Client, enter into this Agreement on behalf of Client.

Sincerely,

Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS 11 DAY OF MAY, 2010.

GRUPO VICINI, LTD.

By: [Signature]
Printed Name: CAMPOS DE NOYA
Title: Vicepresident

DANIEL J. EDELMAN, INC.

By: [Signature]
Printed Name: Ethan Rasler
Title: GM

2010 SEP - 1 AM 11:35
NSD/CES/REGISTRATION UNIT

For Edelman Use Only
Client No.:
Contract No.:

EXHIBIT A

**Vicini and Edelman
STATEMENT OF WORK
PROJECT NAME: VICINI 2010
May 10, 2010 – May 9, 2011**

Pursuant to the Agreement by and between Grupo Vicini Ltd. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman ("Edelman") dated May 10 2010. This Statement of Work is incorporated into and subject to the terms and conditions of the Agreement. The parties agree to the below Scope of Services and financial terms:

SCOPE OF SERVICES

Overview

Support regarding Litigation Strategy. The duration of the project is May 10, 2010 through May 9, 2011.

Program Element/Activities

Program Element	Activities
The Price of Sugar Litigation	<ul style="list-style-type: none">Attendance at meeting with Patton Boggs to focus on terminating legal situation through negotiation or unilateral decision.May have a 3 hour monthly meeting together to work out scenarios with specific actions, messages, timeline other.
Business for Social Responsibility Report	<ul style="list-style-type: none">Develop a strategic campaign to present all CSR programs in the sugar operations to mitigate risks from first report.
Investigation	<ul style="list-style-type: none">Closely observe any decision to pursue investigation
Cane & Able film distribution and showing	<ul style="list-style-type: none">Review issue and provide alternative decision on how to handle should this be taking in consideration.
Ad hoc reputational matters that may arise	<ul style="list-style-type: none">As needed.

Any items not contemplated above will be considered outside the Scope of Services. If Client expands the Scope of Services, the amount required to perform the additional services will be agreed upon and an Addendum will be attached to the current Statement of Work.

The costs incurred that do not correspond to the services and/or activities specified in the program or that are not detailed in the schedule may not be charged to the Client, unless the costs incurred are approved in advance by the client.

TERMS

Fee Billing. At the end of each month, Edelman shall invoice Client the exact fees based upon the hours incurred in performing the Services during that month. Such fees will be based upon Edelman's rate card ("Rate Card") as described below. Edelman shall not exceed monthly hourly cap of \$20,000 without Client's prior written consent (e-mail approval shall be deemed acceptable).

Expense Billing. Edelman shall invoice Client the actual out-of-pocket expense amount(s) at the end of the month on an as incurred basis. Actual expenses may vary from any estimated amounts provided in

the Budget section. In addition, Client shall pay a monthly charge equal to 6% of monthly fees for internal expenses as set forth in the Agreement. Edelman shall not provide Client with an accounting or detail for such charge.

Invoices. Edelman will render invoices to include professional services detailed by person and expenses by category. Documentation for all of the expenses will be provide with the invoice. Payment of the invoices will be due net thirty (30) days from the invoice date. All such invoices shall be addressed to:

Name:	Mr. Campos de Moya
Company Name:	Corporate Vice President, Communications and Institutional Relations
Address:	Vicini Av. Winston Churchill No. 5 Torre Progreso, Santo Domingo, RD

Purchase Order. The client Purchase Order number is: N/A

RATE CARD: In US\$

Title	Hourly Rates
CEO/Chairman/Deputy Chairman	625
Global Managing Director	480
Executive Vice President	370
Senior Vice President	300
Vice President	260
Senior Account Supervisor	220
Account Supervisor	190
Senior Account Executive	175
Account Executive	160
Assistant Account Executive	150
Administrative Assistant	80

ACCEPTED AND AGREED TO ON THIS 11 DAY OF MAY, 2010.

GRUPO VICINI, LTD.

By: [Signature]
Printed Name: Carlos de Moya
Title: Vicepresident

DANIEL J. EDELMAN, INC.

By: [Signature]
Printed Name: Ethan Rasiel
Title: GM

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