TERM LOAN AGREEMENT

dated as of August 12, 2011,

among

LUXLAS FUND LIMITED PARTNERSHIP,
as Borrower,

THE GUARANTORS PARTY HERETO,
as Guarantors,

THE LENDERS PARTY HERETO

and

JEFFERIES FINANCE LLC,
as Administrative Agent and Collateral Agent

and

BANK OF MONTREAL,
as Syndication Agent

and

RABOBANK NEDERLAND, CANADIAN BRANCH and GE CANADA FINANCE HOLDING COMPANY,
as Co-Documentation Agents

and

JEFFERIES FINANCE LLC and BMO CAPITAL MARKETS,
as Joint Lead Arrangers and Joint Book Managers

Article I
DEFINITIONS
2

Article II
THE CREDITS
45

Article III
REPRESENTATIONS AND WARRANTIES
63

Article XI
MISCELLANEOUS
122

SCHEDULES

EXHIBITS

TERM LOAN AGREEMENT

This TERM LOAN AGREEMENT (this "**Agreement**") dated as of August 12, 2011, among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Borrower**"), Lassonde Luxembourg, a private limited liability company (*société à responsabilité limitée*) incorporated under the laws of Luxembourg, with a share capital of USD 2,109,090.-, having its registered office at 16, avenue Pasteur, L-2310 Luxembourg, Grand Duchy of Luxembourg and in the process of being registered with the Luxembourg Trade and Companies Register ("**LuxCo**"), 7925271 Canada inc., a corporation organized under the laws of Canada ("**Canadian GP**"), the CP Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in Article I), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers (in such capacity, the "**Arrangers**"), and as joint book managers (in such capacity, the "**Book Managers**"), Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**"), as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), Bank of Montreal, as syndication agent (in such capacity, the "**Syndication Agent**"), and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders (in such capacity, the "**Co-Documentation Agents**").

WITNESSETH:

WHEREAS, Pomona Holdings, Inc., a Delaware corporation ("**Holdings**"), and Pomona Merger Corp., a New Jersey corporation ("**MergerSub**") that is a direct Wholly Owned Subsidiary of Holdings and an indirect Subsidiary of Lassonde Industries Inc. ("**Lassonde**"), have entered into an agreement and plan of merger, dated as of June 17, 2011 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof and thereof, the "**Acquisition Agreement**"), with Clement Pappas and Company, Inc. ("**Clement Pappas**;" prior to the Acquisition and Merger, also referred to herein as the "**Target**"), the shareholder representatives party thereto (collectively, the "**Sellers**") and Lassonde to acquire (the "**Acquisition**") all of the Equity Interests of Clement Pappas;

WHEREAS, immediately following the Acquisition, (i) MergerSub will be merged with Clement Pappas, with Clement Pappas as the surviving entity (the "**Merger**"), whereupon Clement Pappas will become a CP Guarantor and a Pledgor for all purposes under the Loan Documents and (ii) pursuant to Section 11.19, each Subsidiary of Clement Pappas will also become a CP Guarantor and a Pledgor for all purposes under the Loan Documents;

WHEREAS, (i) all of the Equity Interests of Borrower are directly owned by A. Lassonde inc. ("**ALI**") and Canadian GP, each a direct Wholly Owned Subsidiary of Lassonde, and (ii) all of the Equity Interests of LuxCo are directly owned by Borrower;

WHEREAS, Borrower has requested the Lenders to advance Loans on the Closing Date, in an aggregate principal amount not exceeding $230,000,000; and

WHEREAS, all the proceeds of the Loans on the Closing Date are to be contributed to LuxCo or advanced to LuxCo pursuant to the Convertible Loan Agreement (as defined below) in accordance with Section 3.12, which proceeds will be advanced by LuxCo to MergerSub pursuant to the LuxCo Loan Agreement (as defined below) to fund, in part, the Transactions (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and in the other Loan Documents, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Defined Terms. As used in this Agreement, the following terms shall have the meanings specified below:

"**ABR**," when used in reference to any Loan or Borrowing, refers to whether such Loan is, or the Loans comprising such Borrowing are, bearing interest at a rate determined by reference to the Alternate Base Rate.

"**Acquired Business**" means Target and its Subsidiaries.

"**Acquisition**" has the meaning set forth in the recitals hereto, and in any event includes the Merger.

"**Acquisition Agreement**" has the meaning set forth in the recitals hereto.

"**Acquisition Consideration**" means the purchase consideration for any Permitted Acquisition and all other payments, directly or indirectly, by any Company in exchange for, or as part of, or in connection with, any Permitted Acquisition, whether paid or payable in cash or by exchange of Equity Interests or of Properties or otherwise and whether payable at or before the consummation of such Permitted Acquisition or deferred to a future time, whether or not any such future payment is subject to the occurrence of any contingency, and includes any and all payments representing the purchase price and any assumptions of Indebtedness and/or Contingent Obligations, Earnouts and other agreements to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of any Person or business; *provided* that any such future payment that is subject to a contingency shall be considered Acquisition Consideration when and to the extent of any reserve under GAAP (as determined at the time of the consummation of such Permitted Acquisition) required to be established in respect thereof by any Company.

"**Acquisition Documents**" means the collective reference to the Acquisition Agreement and the other documents listed or required to be listed on Schedule 3.21.

"**Adjusted LIBO Rate**" means, with respect to any Eurodollar Borrowing for any Interest Period, an interest rate per annum (rounded upward, if necessary, to the next 1/100th of 1%) determined by the Administrative Agent to be equal to (a) the LIBO Rate for such Eurodollar Borrowing in effect for such Interest Period divided by (b) 1 *minus* the Statutory Reserves (if any) for such Eurodollar Borrowing for such Interest Period.

"**Administrative Agent**" has the meaning set forth in the preamble hereto and includes each other Person appointed as the successor Administrative Agent pursuant to Article X.

"**Administrative Agent Fees**" has the meaning set forth in Section 2.05(a).

"**Administrative Questionnaire**" means an administrative questionnaire in the form supplied from time to time by the Administrative Agent.

"**Advisors**" means legal counsel (including local, regulatory, foreign and in-house counsel), auditors, accountants, consultants, appraisers, engineers or other advisors.

"**Affiliate**" means, when used with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified; *provided, however*, that, for purposes of Section 6.09, the term "Affiliate" also includes (a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, but excluding any employee benefit plan of such person or group or its respective subsidiaries, and any Person acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan) that directly or indirectly owns more than 10% of any class of Equity Interests of the Person specified or (b) any Person that is an officer or director of the Person specified.

"**Affiliated Lender**" means Lassonde and any of its Affiliates other than (a) a Company and (b) a natural Person.

"**Affiliated Lender Assignment and Assumption**" has the meaning specified in Section 11.04(j)**.**

"**Agents**" means each Arranger, the Co-Documentation Agent, the Syndication Agent, the Administrative Agent, the Collateral Agent and each Book Manager; and "**Agent**" means any of them.

"**Agreement**" has the meaning set forth in the preamble hereto.

"**ALI**" has the meaning set forth in the recitals hereto.

"**Alternate Base Rate**" means, for any day, a rate per annum (rounded upward, if necessary, to the next 1/100th of 1%) equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day *plus* 0.50%, (c) 2.25% and (d) the Adjusted LIBO Rate for a one-month Interest Period on such day *plus* 1.00%; *provided* that, for the avoidance of doubt, the Adjusted LIBO Rate for any day shall be based on the rate appearing on the Reuters Screen LIBOR01 (or such other page as may replace such page on such service for the purpose of displaying the rates at which Dollar deposits are offered by leading banks in the London interbank deposit market as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London, England time on such day. If the Administrative Agent determines (which determination shall be conclusive absent manifest error) that it is unable to ascertain the Federal Funds Effective Rate or the Adjusted LIBO Rate for any reason, including the inability or failure of the Administrative Agent to obtain sufficient quotations in accordance with the terms of the definition of Federal Funds Effective Rate, the Alternate Base Rate shall be determined without regard to clause (b) or (d), as applicable, of the preceding sentence until the circumstances giving rise to such inability no longer exist. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate shall be effective on the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Adjusted LIBO Rate, respectively.

"**Anti-Terrorism Laws**" has the meaning set forth in Section 3.22.

"**Applicable Margin**" means, (i) 4.25% *per annum*, in the case of ABR Loans and Borrowings, and (ii) 5.25% *per annum*, in the case of Eurodollar Loans and Borrowings.

"**Approved Fund**" means any Person (other than a natural Person) that is (or will be) engaged in making, purchasing, holding or investing in bank and other commercial loans and similar extensions of credit in the ordinary course of its business and that is administered, advised or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity or an Affiliate of an entity that administers, advises or manages a Lender.

"**Arrangers**" has the meaning set forth in the preamble hereto.

"**Asset Sale**" means (a) any Disposition of any Property by any Company (including any Equity Interest of any Subsidiary of such Company) and (b) any issuance or sale of any Equity Interests of any Subsidiary of Holdings, in each case, to any Person other than a Loan Party that is a Subsidiary of Holdings. Notwithstanding the foregoing, none of the following constitutes an "Asset Sale": (i) any Disposition of assets permitted by, or expressly referred to in, Section 6.04(c), Section 6.05(a), Section 6.06(a), Section 6.06(c), Section 6.06(h), Section 6.06(i), or Section 6.06(k) or (ii) solely for purposes of clause (a) above, any other Disposition of any Property, by any Company for Fair Market Value resulting in not more than $500,000 in Net Cash Proceeds per Disposition (or series of related Dispositions) and not more than $1,000,000 in Net Cash Proceeds in any fiscal year (or, in each case of clause (ii), if the Fair Market Value is greater than such Net Cash Proceeds, having a Fair Market Value of not more than such amount).

"**Assignment and Assumption**" means an assignment and assumption entered into by a Lender, as assignor, and an assignee (with the consent of any party whose consent is required pursuant to Section 11.04(b)), and accepted by the Administrative Agent, substantially in the form of Exhibit A-1, or any other form approved by the Administrative Agent. Unless the context otherwise requires, references herein to an Assignment and Assumption shall be deemed, to the extent applicable, also to refer to an Affiliated Lender Assignment and Assumption.

"**Attributable Indebtedness**" means, when used with respect to any Sale and Leaseback Transaction, as at the time of determination, the present value (discounted at a rate equivalent to the then-current weighted average cost of funds of Clement Pappas for borrowed money as at the time of determination, compounded on a semi-annual basis) of the total obligations of the lessee for rental payments (and substantially similar payments) during the remaining term of the lease included in any such Sale and Leaseback Transaction.

"**Available Liquidity**" means, at any time of determination, the sum of (x) Clement Pappas' and its Subsidiaries' unrestricted cash and Cash Equivalents on hand at such time and (y) the maximum undrawn and available amount of revolving loans that Clement Pappas could borrow under the Revolving Credit Agreement and remain in compliance with (a) the financial covenants set forth in Section 6.10 and any equivalent financial covenants set forth in the Convertible Loan Agreement or the LuxCo Loan Agreement and (b) the borrowing base requirements and the minimum fixed charge coverage ratio test set forth in the Revolving Credit Agreement (to the extent that such fixed charge coverage ratio is then required to be maintained under the Revolving Credit Agreement, but without giving effect to any waiver thereof (as distinct from an amendment) of a default that has occurred in respect thereof), in each case, calculated on a Pro Forma Basis as of the end of the most recently ended Test Period.

"**Bailee Letter**" has the meaning set forth in the U.S. Security Agreement.

"**Bankruptcy Code**" means Chapter 11 of Title 11 of the United States Code, as amended from time to time and any successor statute and all rules and regulations promulgated thereunder.

"**Blocked Account**" means the bank account of LuxCo subject to a Blocked Account Agreement.

"**Blocked Account Agreement**" means the Blocked Account Control Agreement, substantially in the form of Exhibit K-6, or in such other form as is reasonably acceptable to LuxCo and the Collateral Agent, among LuxCo or Borrower, as the case may be, the depositary bank party thereto, and the Collateral Agent, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"**Board**" means the Board of Governors of the Federal Reserve System of the United States.

"**Board of Directors**" means, with respect to any Person, (a) in the case of any corporation, the board of directors of such Person, (b) in the case of any limited liability company, the board of managers or board of directors, as applicable, of such Person, or if such limited liability company does not have a board of managers or board of directors, the functional equivalent of the foregoing, (c) in the case of any partnership, the board of directors or board of managers, as applicable, of the general partner of such Person and (d) in any other case, the functional equivalent of the foregoing.

"**Book Manager**" has the meaning set forth in the preamble hereto.

"**Borrower**" has the meaning set forth in the preamble hereto.

"**Borrowing**" means Loans of the same Type, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"**Borrowing Request**" means a request by a Responsible Officer of Borrower in accordance with the terms of Section 2.03 and substantially in the form of Exhibit B, or any other form approved by the Administrative Agent.

"**Breakage Prepayment Account**" has the meaning set forth in Section 2.10.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which banks in New York City are authorized or required by law to close; *provided, however*, that when used in connection with a Eurodollar Loan, the term "Business Day" also excludes any day on which banks are not open for dealings in Dollar deposits in the London interbank market.

"**Canadian Anti-Terrorism Act**" has the meaning set forth in Section 3.22.

"**Canadian GP**" has the meaning set forth in the preamble hereto.

"**Canadian Pension Plan**" means any "pension plan" or "plan" that is a "registered pension plan" as defined in the *Income Tax Act* (Canada) or is subject to the funding requirements of applicable Legal Requirements (including pension benefits legislation in any Canadian jurisdiction) and is applicable to employees resident in Canada of any Company.

"**Canadian Welfare Plan**" means any medical, health, hospitalization, insurance or other employee benefit or welfare plan or arrangement applicable to employees resident in Canada of any Company.

"**Capital Expenditures**" means, with respect to any Person for any period, without duplication, (a) any expenditure made during such period, or obligation to expend money during such period, for any purchase or other acquisition of any asset including capitalized leasehold improvements, which would be classified as a fixed or capital asset on a consolidated balance sheet of Clement Pappas and its Subsidiaries prepared in accordance with GAAP, and (b) Capital Lease Obligations and Synthetic Lease Obligations incurred during such period, but excluding (i) expenditures made in connection with the replacement, substitution or restoration of Property pursuant to Section 2.10(e), (ii) the purchase price of equipment that is purchased substantially contemporaneously with the trade-in of existing equipment to the extent that the gross amount of such purchase price is reduced by the credit granted by the seller of such equipment for the equipment being traded in at such time and (iii) Permitted Acquisitions.

"**Capital Lease Obligations**" of any Person means the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal, immovable or movable, Property, or a combination thereof, which obligations are required to be accounted for as capital leases on a balance sheet of such Person in accordance with GAAP, and the amount of such obligations shall be the capitalized amount thereof determined in accordance with GAAP.

"**Capital Requirements**" means, as to any Person, any matter, directly or indirectly, (a) regarding capital adequacy, capital ratios, capital requirements, the calculation of such Person's capital or similar matters, or (b) affecting the amount of capital required to be obtained or maintained by such Person or any Person controlling such Person (including any direct or indirect holding company), or the manner in which such Person or any Person controlling such Person (including any direct or indirect holding company), allocates capital to any of its contingent liabilities (including letters of credit), advances, acceptances, commitments, assets or liabilities.

"**Cash Equivalents**" means, as to any Person, (a) marketable securities issued, or directly, unconditionally and fully guaranteed or insured, by the United States or any agency or instrumentality thereof (*provided* that the full faith and credit of the United States is pledged in support thereof) having maturities of not more than one year from the date of acquisition by such Person, (b) time deposits and certificates of deposit of any Lender or any commercial bank having, or which is the principal banking subsidiary of a bank holding company organized under the laws of the United States, any state thereof or the District of Columbia having, in each case, capital and surplus aggregating more than $500,000,000 and a rating of "A" (or such other similar equivalent rating) or higher by at least one nationally recognized statistical rating organization (as defined in Rule 436 under the Securities Act) with maturities of not more than one year from the date of acquisition by such Person, (c) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (a) above entered into with any Person meeting the qualifications specified in clause (b) above, which repurchase obligations are secured by a valid perfected security interest in the underlying securities, (d) commercial paper issued by any Person incorporated in the United States having one of the two highest ratings obtainable from S&P or Moody's, and in each case maturing not more than one year after the date of acquisition by such Person, (e) investments in money market funds at least 95% of whose assets are comprised of investments of the types described in clauses (a) through (d) above, and (f) in the case of LuxCo, Canadian GP and Borrower only, direct obligations of the sovereign nation (or any agency thereof) in which such Person is organized and is conducting business or in obligations fully and unconditionally guaranteed by such sovereign nation.

"**Cash Interest Expense**" means, for any period, Consolidated Interest Expense for such period, *less* the sum for such period of (a) interest on any debt paid by the increase in the principal amount of such debt including by issuance of additional debt of such kind or the accretion or capitalization of interest as principal and (b) items described in clause (c) or, other than to the extent paid in cash, clause (g) of the definition of "Consolidated Interest Expense".

"**Casualty Event**" means any loss of title (other than through a consensual Disposition of such Property in accordance with this Agreement) or any loss of or damage to or destruction of, or any condemnation or other taking (including by any Governmental Authority) of, any Property of any Company. "Casualty Event" includes any taking of all or any part of any Real Property of any Person or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any Legal Requirement, or by reason of the temporary requisition of the use or occupancy of all or any part of any Real Property of any Person or any part thereof by any Governmental Authority, or any settlement in lieu thereof.

"**CCQ**" means the Civil Code of Quebec as in effect in the Province of Quebec, as amended or modified from time to time.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq*.

A "**Change in Control**" means the occurrence of any of the following:

(a) Lassonde at any time ceases to own (i) directly 100% of the Equity Interests of Canadian GP and ALI or (ii) directly (or indirectly through the Equity Interests of Borrower that are directly owned by Canadian GP and ALI) 100% of the Equity Interests of Borrower, or, in each case, ceases to have the power to vote, or direct the voting of, any such Equity Interests;

(b) Borrower at any time ceases to own directly 100% of the Equity Interests of LuxCo or ceases to have the power to vote, or direct the voting of, any such Equity Interests;

(c) From and after the effectiveness of the Merger, Holdings at any time ceases to own directly 100% of the Equity Interests of Clement Pappas or ceases to have the power to vote, or direct the voting of, any such Equity Interests;

(d) The Parent at any time ceases to own directly 100% of the Equity Interests of Holdings or ceases to have the power to vote, or direct the voting of, such Equity Interests;

(e) (i) the Permitted Holders cease to own, or to have the power to vote or direct the voting of, Voting Stock of Parent representing a majority of the voting power of the total outstanding Voting Stock of Parent or (ii) the Permitted Holders cease to own Equity Interests representing a majority of the total economic interests of the Equity Interests of Parent, in each case calculated on a fully-diluted basis;

(f) a majority of the members of the Board of Directors of Parent shall cease to be composed of individuals (i) who were elected or nominated by the Permitted Holders or (ii) whose election or nomination to that Board of Directors was approved by individuals referred to in the preceding clause (i) constituting at the time of such election or nomination at least a majority of that Board of Directors;

(g) any Person or two or more Persons acting in concert (in each case, other than the Permitted Holders) acquire by contract or otherwise, or enter into a contract or arrangement that, upon consummation thereof, will result in its or their acquisition of the power to exercise, directly or indirectly, a controlling influence over the management or policies of Parent, or control over the Voting Stock of Parent on a fully-diluted basis (and taking into account all such Voting Stock that such Person or Persons have the right to acquire (whether pursuant to an option right or otherwise)) representing 35% or more of the combined Voting Stock; or

(h) at any time a change of control or other similar event (however defined) occurs under any Material Indebtedness or under the Stockholders' Agreement.

"**Change in Law**" means the occurrence, after the date of this Agreement, of any of the following: (a) the adoption or taking effect of any law, rule, regulation, policy, or treaty, (b) any change in any law, rule, regulation or treaty or in the administration, interpretation, implementation or application thereof by any Governmental Authority or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of law) by any Governmental Authority; provided that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "**Change in Law**", regardless of the date enacted, adopted or issued.

"**Charges**" has the meaning set forth in Section 11.13.

"**Claims**" has the meaning set forth in Section 11.03(b).

"**Clement Pappas**" has the meaning set forth in the recitals hereto.

"**Closing Date**" means the date of the initial Loans made hereunder.

"**Co-Documentation Agents**" has the meaning set forth in the preamble hereto.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" means all of the Security Agreement Collateral, the Mortgaged Property and all other Property of whatever kind and nature, whether now existing or hereafter acquired, pledged or purported to be pledged as collateral or otherwise subject to a security interest or other Lien or purported to be subject to a security interest or other Lien under any Security Document.

"**Collateral Account**" means one or more collateral accounts or sub-accounts established and maintained from time to time by the Collateral Agent for the benefit of the Secured Parties, in accordance with the provisions of Section 9.01.

"**Collateral Agent**" has the meaning set forth in the preamble hereto.

"**Commitment**" means, with respect to each Lender, the commitment, if any, of such Lender to make a Loan hereunder in the amount set forth on the Lender Addendum delivered by such Lender or on Schedule 1 to the Assignment and Assumption pursuant to which such Lender assumed its Commitment, as applicable, as the same may be (a) increased from time to time pursuant to Section 2.17 and (b) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 11.04. The aggregate principal amount of the Lenders' Commitments on the Closing Date is $230,000,000.

"**Commitment Letter**" means the Commitment Letter, dated as of June 17, 2011, among Lassonde, Jefferies Finance LLC and Bank of Montreal, as amended, supplemented and otherwise modified by the Commitment Letter Side Agreement among such Persons dated as of July 25, 2011.

"**Communications**" has the meaning set forth in Section 11.01(d).

"**Companies**" means Canadian GP, Borrower, LuxCo and Holdings and its Subsidiaries; and "**Company**" means any one of them.

"**Company Material Adverse Effect**" means any effect, change, event, occurrence or condition (whether or not constituting any breach of a representation, warranty, covenant or agreement set forth in the Merger Agreement) that, individually or in the aggregate with all other effects, changes, events, occurrences or conditions, has or would reasonably be expected to have a material adverse effect upon the financial condition, business or results of operations of the Target and its Subsidiaries, taken as a whole; provided, however, that any adverse effect, change, event, occurrence or condition arising from or related to any of the following shall not be taken into account in determining whether a "Company Material Adverse Effect" has occurred: (i) conditions generally affecting the United States economy or generally affecting one or more industries in which the Target or its Subsidiaries operate, including changes in interest rates or currency exchange rates; (ii) changes in the price of commodities or raw materials, including fruit or concentrate, used in the business of the Target and its Subsidiaries; (iii) national or international political conditions, including terrorism or the engagement by the United States in hostilities or acts of war; (iv) financial, banking or securities markets (including any disruption thereof and any decline in the price of any security or any market index); (v) changes in GAAP or other accounting requirements; (vi) changes in any Laws or other binding directives issued by any Governmental Authority after the date of the Merger Agreement; (vii) any action taken by a party to the Merger Agreement required by or in accordance with the Merger Agreement; (viii) the announcement, pendency or completion of the transactions contemplated by the Merger Agreement; (ix) any failure, in and of itself, by the Target or its Subsidiaries to meet any internal or disseminated projections, forecasts or revenue or earnings predictions for any period (it being understood that the facts and circumstances giving rise or contributing to such failure may be taken into account in determining whether there has been a Company Material Adverse Effect); or (x) any effect, change, event, occurrence or condition to the extent described on Schedule 3.7, Schedule 3.8, Schedule 3.11 or Schedule 5.3 of the Disclosure Letter; *provided*, *however*, that any effect, change, event, occurrence or condition referred to in clause (i), (iii), (iv), (v) or (vi) may be taken into account in determining whether there has been a Company Material Adverse Effect to the extent that such effect, change, event or occurrence has a disproportionate adverse effect on the Target and its Subsidiaries, taken as a whole, as compared to other participants in the industry in which the Target and its Subsidiaries operate (in which case only the incremental disproportionate impact or impacts may be taken into account in determining whether a Company Material Adverse Effect has occurred). References in the Merger Agreement to dollar amount thresholds shall not be deemed to be evidence of a Company Material Adverse Effect or materiality or the lack thereof). For the purposes of this definition, "Target" and "Merger Agreement" shall have the meaning set forth in this Agreement. All other defined terms shall have the meaning set forth in the Merger Agreement.

"**Competitor**" means any Person who is identified to the Administrative Agent in writing as such prior to the date hereof that is engaged in a CP competitive business; *provided* that, Borrower or Clement Pappas shall be permitted to supplement such list in writing to the Administrative Agent from time to time after the Closing Date to the extent that such supplemented Person (a) is an Affiliate of any Person identified as a Competitor prior to the Closing Date or (b) is or becomes, or Borrower or Clement Pappas hereafter learns that such Person is, engaged in a CP competitive business (or is an Affiliate of any such Person). Any supplement to the list of Competitors shall become effective two (2) Business Days after delivery to the Administrative Agent. Notwithstanding anything herein to the contrary, in no event shall a supplement to the list of Competitors apply retroactively to disqualify any Person that was a Lender prior to such supplement. As used herein "**CP competitive business**" means the manufacture, sale, supply, distribution or marketing of fruit juice, beverages containing fruit juice, beverages containing fruit concentrate, beverages containing tea, functional beverages (including, without limitation, fortified water) and/or cranberry sauce in the United States or Canada.

"**Compliance Certificate**" means a certificate of a Financial Officer of Borrower or Clement Pappas substantially in the form of <u>Exhibit C</u>.

"**Confidential Information Memorandum**" means that certain confidential information memorandum dated July 2011.

"**Consolidated Amortization Expense**" means, for any period, the amortization expense of Clement Pappas and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Consolidated Current Assets**" means, as at any date of determination, the total assets of Clement Pappas and its Subsidiaries (other than cash, cash equivalents and marketable securities) that may properly be classified as current assets on a consolidated balance sheet of Clement Pappas and its Subsidiaries in accordance with GAAP.

"**Consolidated Current Liabilities**" means, as at any date of determination, the total liabilities of Clement Pappas and its Subsidiaries that may properly be classified as current liabilities (other than the current portion of any Loans) on a consolidated balance sheet of Clement Pappas and its Subsidiaries in accordance with GAAP.

"**Consolidated Depreciation Expense**" means, for any period, the depreciation expense of Clement Pappas and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP.

"**Consolidated EBITDA**" means, for any period, Consolidated Net Income for such period, adjusted by (x) *adding thereto*, without duplication, in each case only to the extent (and in the same proportion) deducted in determining such Consolidated Net Income (and, with respect to the portion of Consolidated Net Income attributable to any Subsidiary of Clement Pappas, only if a corresponding amount of cash would be permitted at the date of determination to be distributed to Clement Pappas by such Subsidiary pursuant to the terms of its Organizational Documents and all agreements, instruments, Orders and other Legal Requirements applicable to such Subsidiary or its equityholders):

(a) Consolidated Interest Expense for such period;

(b) Consolidated Amortization Expense for such period;

(c) Consolidated Depreciation Expense for such period;

(d) Consolidated Tax Expense for such period;

(e) non-recurring restructuring and integration costs and expenses directly incurred within 366 days following the Closing Date in connection with the Transactions (not to exceed $1,000,000 in the aggregate for all periods) during such period and in respect of which a Financial Officer of Borrower or Clement Pappas has provided to the Administrative Agent a written certification containing reasonably detailed backup data and calculations;

(f) non-recurring fees, commissions, costs and expenses (other than those described in clause (e) above) incurred on or prior to or within 90 days following the Closing Date in connection with the Transactions, not to exceed $7,500,000 in the aggregate (or $2,500,000 in the aggregate with respect to any such fees, commissions, costs and expenses paid after the Closing Date);

(g) non-recurring executive bonuses, professional fees, commissions and other expenses of Clement Pappas resulting from the Transactions, and payments made under Clement Pappas' supplemental executive retirement plan, to the extent serving as a credit against purchase consideration otherwise payable to the Sellers under the Acquisition Agreement and accrued during the fiscal quarter ending June 26, 2011 or the fiscal quarter ending September 30, 2011 in an aggregate amount not to exceed $21,500,000; and

(h) the aggregate amount of all other non-cash charges reducing Consolidated Net Income for such period (excluding any non-cash charge that results in an accrual of a reserve for cash charges in any future period or the amortization of a prepaid cash item that was paid in a prior period or any write-down or write-off of, or reserve for, inventory for such period); and

(y) *subtracting therefrom* the aggregate amount of all non-cash gains increasing Consolidated Net Income (other than the accrual of revenue or recording of receivables in the ordinary course of business) for such period.

Notwithstanding anything to the contrary in this Agreement, Consolidated EBITDA is defined as follows for the following fiscal quarters, *provided* that if any Permitted Acquisition or Disposition is consummated during a Test Period that includes any fiscal quarter referred to below, then Consolidated EBITDA for such fiscal quarter shall be adjusted on a Pro Forma Basis in accordance with Section 1.05:

Fiscal Quarter	**Consolidated EBITDA**
December 26, 2010	$20,527,744
March 27, 2011	$10,161,208
June 26, 2011	$8,561,337

"**Consolidated Indebtedness**" means, as at any date of determination, without duplication, the aggregate amount of all Indebtedness of Clement Pappas and its Subsidiaries, determined on a consolidated basis in accordance with GAAP; *provided* that Consolidated Indebtedness shall not include Indebtedness in respect of Hedging Agreements.

"**Consolidated Interest Coverage Ratio**" means, for any Test Period, the ratio of (x) Consolidated EBITDA for such Test Period to (y) Consolidated Interest Expense for such Test Period; *provided* that Consolidated Interest Expense, solely for the purpose of this definition, shall not include Consolidated Interest Expense of the types set forth in clause (c) and, to the extent not paid or due and payable in cash during such Test Period, clause (f) of the definition thereof.

"**Consolidated Interest Expense**" means, for any period, the total consolidated interest expense of Clement Pappas and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP *plus*, without duplication:

(a) imputed interest on Capital Lease Obligations, Synthetic Lease Obligations and Attributable Indebtedness of Clement Pappas and its Subsidiaries for such period;

(b) commissions, discounts and other fees and charges owed by Clement Pappas or any of its Subsidiaries with respect to letters of credit securing financial obligations, bankers' acceptance financing, receivables financings and similar credit transactions for such period;

(c) amortization of debt issuance costs, debt discount or premium and other financing fees and expenses incurred by Clement Pappas or any of its Subsidiaries for such period;

(d) cash contributions to any employee stock ownership plan or similar trust made by Clement Pappas or any of its Subsidiaries to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than Clement Pappas or any of its Wholly Owned Subsidiaries) in connection with Indebtedness incurred by such plan or trust for such period;

(e) all interest paid or payable with respect to discontinued operations of Clement Pappas or any of its Subsidiaries for such period;

(f) the interest portion of any payment obligations of Clement Pappas or any of its Subsidiaries for such period deferred for payment at any future time, whether or not such future payment is subject to the occurrence of any contingency, and includes the interest portion of any and all payments representing the purchase price and any assumptions of Indebtedness and/or Contingent Obligations and any Earnout; and

(g) all interest on any Indebtedness of Clement Pappas or any of its Subsidiaries of the type described in clause (e) (to the extent not paid by any applicable Person identified as "others" in such clause) or clause (j) of the definition of "Indebtedness" for such period;

provided that the determination of Consolidated Interest Expense for any Test Period ending after the Closing Date shall be made on a Pro Forma Basis in accordance with Section 1.05. Consolidated Interest Expense shall be deemed to be (a) for the four fiscal quarter period ending September 30, 2011, Consolidated Interest Expense for the fiscal quarter ending September 30, 2011, multiplied by four, (b) for the four fiscal quarter period ending December 31, 2011, Consolidated Interest Expense for the two fiscal quarters ending December 31, 2011, multiplied by two, and (c) for the four fiscal quarter period ending March 31, 2012, Consolidated Interest Expense for the three fiscal quarters ending March 31, 2012, multiplied by 4/3.

"**Consolidated Net Income**" means, for any period, the consolidated net income (or loss) of Clement Pappas and its Subsidiaries determined on a consolidated basis in accordance with GAAP; *provided* that there shall be excluded from such net income (to the extent otherwise included therein), without duplication:

(a) the net income (or loss) of any Person (other than a CP Guarantor) in which any Person other than Clement Pappas or any of its Subsidiaries has an ownership interest, except to the extent that cash in an amount equal to any such income has actually been received by Clement Pappas or (subject to clause (b) below) any of its Wholly Owned Subsidiaries from such Person during such period;

(b) the net income of any Subsidiary of Clement Pappas during such period to the extent that the declaration and/or payment of dividends or similar distributions by such Subsidiary of that income is not permitted by operation of the terms of its Organizational Documents or any agreement, instrument, Order or other Legal Requirement applicable to that Subsidiary or its equityholders during such period, except that Clement Pappas's equity in net loss of any such Subsidiary for such period shall be included in determining Consolidated Net Income;

(c) earnings or losses resulting from any reappraisal, revaluation, write-up or write-down of assets; and

(d) any extraordinary non-cash gain (or extraordinary non-cash loss), together with any related provision for taxes on any such non-cash gain (or the tax effect of any such non-cash loss), recorded or recognized by Clement Pappas or any of its Subsidiaries during such period.

"**Consolidated Tax Expense**" means, for any period, the income and franchise tax expense, including other similar taxes measured on income or revenues, of Clement Pappas and its Subsidiaries, for such period, determined on a consolidated basis in accordance with GAAP.

"**Contingent Obligation**" means, as to any Person, any obligation, agreement, understanding or arrangement of such Person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("**primary obligations**") of any other Person (the "**primary obligor**") in any manner, whether directly or indirectly, including any obligation, agreement, understanding or arrangement of such Person, whether or not contingent, (a) to purchase any such primary obligation or any Property constituting direct or indirect security therefor, (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth, net equity, liquidity, level of income, cash flow or solvency of the primary obligor, (c) to purchase or lease Property, securities or services primarily for the purpose of assuring the primary obligor of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation, (d) with respect to bankers' acceptances, letters of credit and similar credit arrangements, until a reimbursement or equivalent obligation arises (which reimbursement obligation shall constitute a primary obligation), or (e) otherwise to assure or hold harmless the primary obligor of any such primary obligation against loss (in whole or in part) in respect thereof; *provided*, *however*, that the term "Contingent Obligation" shall not include endorsements of instruments for deposit or collection in the ordinary course of business or any product warranties given in the ordinary course of business. The amount of any Contingent Obligation shall be deemed to be an amount equal to the stated or determinable amount of the primary obligation, or portion thereof, in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such Person may be liable, whether singly or jointly, pursuant to the terms of the instrument, agreements or other documents or, if applicable, unwritten agreement, evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such Person is required to perform thereunder) as determined by such Person in good faith.

"**Contribution Share**" has the meaning set forth in Section 7.10.

"**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, and the terms "**Controlling**" and "**Controlled**" have meanings correlative thereto.

"**Control Agreements**" has the meanings set forth in the U.S. Security Agreement, the Quebec Security Agreement and the Luxembourg Security Agreement, but without limiting the foregoing shall include the Blocked Account Agreement.

"**Controlled Investment Affiliate**" means, as to any Person, any other Person which directly or indirectly is in Control of, is Controlled by, or is under common Control with, such Person and is organized by such Person (or any Person Controlling such Person) primarily for making equity or debt investments in Holdings or other portfolio companies of such Person.

"**Convertible Loan Agreement**" means the Convertible Loan Agreement dated as of the date hereof between Borrower and LuxCo, substantially in the form of Exhibit H-1.

"**Convertible Loan Documents**" means the Convertible Loan Agreement, the Convertible Note and all other documents, instruments and agreements executed and delivered with respect to the foregoing.

"**Convertible Note**" has the meaning set forth in Section 6.04(f).

"**CP Guarantor**" means each Person listed on Schedule 1.01(c), and each other Subsidiary of any Loan Party that is or becomes a party to this Agreement and the Security Documents pursuant to Section 5.11.

"**Cumulative Credit**" means, on any date, the amount equal to the excess, if any, of (a) the cumulative aggregate amount, not less than zero, of Excess Cash Flow for all Excess Cash Flow Periods ending on or before such date that is not applied, or required to be applied, under Section 2.10(f) to the prepayment of Loans, over (b) the cumulative aggregate amount of Restricted Payments made on or after the Closing Date pursuant to Section 6.08(b).

"**Cure Amount**" has the meaning set forth in Section 8.03(a).

"**Cure Notice**" has the meaning set forth in Section 8.03(a).

"**Cure Right**" has the meaning set forth in Section 8.03(a).

"**Cure Specified Date**" means, (a) with respect to any of the first three fiscal quarters in a fiscal year of Clement Pappas, within 50 days after the end of such fiscal quarter and (b) with respect to last fiscal quarter in a fiscal year of Clement Pappas, within 95 days after the end of such fiscal quarter.

"**Debt Issuance**" means the incurrence by any Company of any Indebtedness after the Closing Date (other than as permitted by Section 6.01).

"**Debt Service**" means, for any period, Cash Interest Expense for such period plus scheduled principal amortization and other mandatory principal repayments of all Indebtedness for such period.

"**Default**" means any event, occurrence or condition which is, or upon notice, lapse of time or both would constitute, an Event of Default.

"**Default Excess**" means, with respect to any Defaulting Lender, the excess, if any, of such Defaulting Lender's pro rata share of the aggregate outstanding principal amount of Loans of all Lenders (calculated as if all Defaulting Lenders (including such Defaulting Lender) had funded all of their respective Defaulted Loans) over the aggregate outstanding principal amount of Loans of such Defaulting Lender.

"**Default Period**" means, with respect to any Defaulting Lender:

(a) in the case of a Funding Default, the period commencing on the date of the applicable Funding Default and ending on the earliest of the following dates: (i) the date on which all Commitments are cancelled or terminated (other than upon the making of the applicable Borrowings) and/or the Obligations are declared or become immediately due and payable, (ii) the date on which (A) the Default Excess with respect to such Defaulting Lender shall have been reduced to zero (whether by the funding by such Defaulting Lender of any Defaulted Loans of such Defaulting Lender or by the non-pro rata application of any optional or mandatory prepayments of the Loans in accordance with the terms hereof or any combination thereof) and (B) such Defaulting Lender shall have delivered to Borrower and the Administrative Agent a written reaffirmation of its intention to honor its obligations under this Agreement with respect to its Commitment(s), and (iii) the date on which Borrower, the Administrative Agent and the Required Lenders waive all Funding Defaults of such Defaulting Lender in writing; and

(b) in the case of any Distress Event, the period commencing on the date of the applicable Distress Event and ending on the earlier of the following dates: (i) the date on which such Distress Event with respect to such Defaulting Lender is determined by the Administrative Agent (in its good faith judgment) or the Required Lenders (in their respective good faith judgments) no longer to exist; and (ii) such date as Borrower, the Administrative Agent and the Required Lenders waive the application of Section 2.16(c) with respect to all Distress Events of such Defaulting Lender in writing.

"**Default Rate**" has the meaning set forth in Section 2.06(c).

"**Defaulted Loan**" means any Loan, participation or reimbursement that a Defaulting Lender defaults in funding or purchasing under clause (a) or (b) of the definition of "Defaulting Lender."

"**Defaulting Lender**" means any Lender that has (a) failed to fund its portion of any Borrowing within one Business Day of the date on which it shall have been required to fund the same, unless the subject of a good faith dispute between Borrower and such Lender related hereto, (b) notified Borrower, the Administrative Agent or any other Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement, (c) otherwise failed to pay over to Borrower, the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within one Business Day of the date when due (unless the subject of a good faith dispute), or (d) (i) become or is or has a direct or indirect parent company become or is insolvent or (ii) become or has a direct or indirect parent company that become the subject of a bankruptcy or insolvency proceeding, or has had a receiver, receiver and manager, interim receiver, conservator, trustee, or custodian or appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment (for the avoidance of doubt, a Lender shall not be deemed to be a Defaulting Lender solely by virtue of the ownership or acquisition of any Equity Interest in such Lender or its parent by a Governmental Authority); *provided* that, as of any date of determination, the determination of whether any Lender is a Defaulting Lender hereunder shall not take into account, and shall not otherwise impair, any amounts funded by such Lender which have been assigned by such Lender to an SPC pursuant to Section 11.04(h). Any determination by the Administrative Agent that a Lender is a Defaulting Lender under clauses (a) through (d) above shall be conclusive and binding absent manifest error, and such Lender shall be deemed to be a Defaulting Lender upon delivery of written notice of such determination to Borrower and each Lender.

"**Derisk Date**" means the earlier of (a) the date on which the Syndication Agent has advised Borrower in writing that the primary syndication has been completed and (b) 60 days after the Closing Date.

"**Disposition**" means, with respect to any Property, any conveyance, sale, lease, sublease, exclusive license, exclusive sublicense, assignment, transfer, exchange or other disposition of such Property (including (i) by way of merger, amalgamation or consolidation and (ii) any Sale and Leaseback Transaction).

"**Disqualified Stock**" means any Equity Interest that, by its terms (or by the terms of any security or instrument into which it is convertible or for which it is exchangeable or exercisable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, in each case at any time on or before the first anniversary of the Maturity Date, (b) is convertible into or exchangeable or exercisable (unless at the sole option of the issuer thereof) for (i) debt securities or other Indebtedness or (ii) any Equity Interests referred to in this definition, in each case at any time on or before the first anniversary of the Maturity Date, or (c) contains any repurchase or payment obligation which may come into effect before the first anniversary of the Maturity Date.

"**Distress Event**" means, with respect to any Lender, the occurrence with respect to such Lender or a direct or indirect parent company thereof of any matter set forth in clause (d) of the definition of "Defaulting Lender."

"**Dividends**" means, with respect to any Person, that such Person has declared or paid a dividend or returned any equity capital to the holders of its Equity Interests or authorized or made any other distribution, payment or delivery of Property (other than with Qualified Capital Stock of such Person) or cash to the holders of its Equity Interests as such, or redeemed, retired, purchased or otherwise acquired, directly or indirectly, for consideration any of its Equity Interests outstanding (or any options or warrants issued by such Person with respect to its Equity Interests), or set aside or otherwise reserved, directly or indirectly, any funds for any of the foregoing purposes, or shall have permitted any of its Subsidiaries to purchase or otherwise acquire for consideration any of the outstanding Equity Interests of such Person (or any options or warrants issued by such Person with respect to its Equity Interests). Without limiting the foregoing, "**Dividends**" with respect to any Person also includes all payments made or required to be made by such Person with respect to any stock appreciation rights, plans, equity incentive or achievement plans or any similar plans or setting aside of or otherwise reserving any funds for the foregoing purposes.

"**Dollar Equivalent**" means, as to any amount denominated in a Judgment Currency as of any date of determination, the amount of Dollars that would be required to purchase the amount of such Judgment Currency based upon the spot selling rate at which Bank of America, N.A. (or another financial institution designated by the Administrative Agent from time to time) offers to sell such Judgment Currency for Dollars in the London foreign exchange market at approximately 11:00 a.m. London time on such date for delivery two Business Days later.

"**Dollars**" or "**$**" means lawful money of the United States.

"**Dutch Auction**" means an auction of Loans conducted pursuant to Section 11.04(j) to allow an Affiliated Lender to acquire Loans at a discount to par value and on a non pro rata basis in accordance with the applicable Dutch Auction Procedures.

"**Dutch Auction Procedures**" means with respect to a purchase of Loans by an Affiliated Lender pursuant to Section 11.04(j), the Dutch auction procedures set forth in Schedule 1.01(f).

"**Earnout**" means, in connection with the Acquisition or any Permitted Acquisition or other Investment, any "earn-out" or other agreement to make any payment the amount of which is, or the terms of payment of which are, in any respect subject to or contingent upon the revenues, income, cash flow or profits (or the like) of any Person or business.

"**Eligible Assignee**" means (i) a Lender or any Affiliate or Approved Fund of any Lender (any two or more Approved Funds of a Lender being treated as a single Eligible Assignee for all purposes hereof); (ii) a commercial bank having total assets in excess of $5,000,000,000 or otherwise reasonably acceptable to the Administrative Agent; (iii) a finance company, insurance company, other financial institution or Fund reasonably acceptable to the Administrative Agent that is an “accredited investor” (as defined in Regulation D under the Securities Act of 1933) and which extends credit or buys loans as one of its businesses or a finance company, insurance company, other financial institution or Fund which is otherwise reasonably acceptable to the Administrative Agent; (iv) a savings and loan association or savings bank organized under the laws of the United States or any State thereof which has a net worth, determined in accordance with GAAP, in excess of $250,000,000, (v) any Canadian Governmental Authority in the business of providing financing, including Investissement Québec and Export Development Canada, or (vi) solely to the extent set forth in Section 11.04(j), an Affiliated Lender; *provided*, *however*, that (x) no Company or any Affiliate of any Company (except to the extent permitted in clause (vi) of this definition) shall be an Eligible Assignee, (y) no Defaulting Lender or any Affiliate or Approved Fund of any Defaulting Lender shall be an Eligible Assignee and (z) no Competitor shall be an Eligible Assignee without the prior written consent of Borrower (which may be withheld in Borrower’s sole discretion).

“**Embargoed Person**” has the meaning set forth in Section 6.20.

“**Employee Benefit Plan**” means any “employee benefit plan” as defined in Section 3(3) of ERISA which is or was subject to ERISA and maintained with, contributed to, or required to be maintained or contributed to by any Company or any of its ERISA Affiliates.

“**Environment**” means any surface or subsurface physical medium or natural resource, including air, land, soil, surface waters, ground waters, stream and river sediments, biota and any indoor area, surface or physical medium.

“**Environmental Claim**” means any claim, notice, demand, Order, action, suit, proceeding, or other communication alleging or asserting liability or obligations under or relating to Environmental Law, including liability or obligation for investigation, assessment, remediation, removal, cleanup, response, corrective action, monitoring, post-remedial or post-closure studies, investigations, operations and maintenance, injury, damage, destruction or loss to natural resources, personal injury, wrongful death, property damage, indemnification, fines, penalties or other costs resulting from, related to or arising out of (a) the presence, Release or threatened Release of Hazardous Material in, on, into or from the Environment at any location or (b) any violation of or non-compliance with Environmental Law, and includes any claim, notice, demand, Order, action, suit or proceeding seeking damages (including the costs of remediation), contribution, indemnification, cost recovery, penalties, fines, indemnities, compensation or injunctive relief resulting from, related to or arising out of the presence, Release or threatened Release of Hazardous Material or alleged injury or threat of injury to health, safety or the Environment.

“**Environmental Law**” means any and all applicable Legal Requirements relating to health, safety or the Environment, the Release or threatened Release of, or exposure to, Hazardous Materials, natural resources or natural resource damages, or occupational safety or health or the generation, manufacture, processing, distribution, use, treatment, storage, transportation, recycling or handling of, or the arrangement for such activities with respect to, Hazardous Materials.

“**Environmental Permit**” means any permit, license, approval, consent, registration, notification, exemption or other authorization required by or from a Governmental Authority under any Environmental Law.

“**Equity Contribution Agreement**” means Section 4.04 of the Stockholders’ Agreement.

"**Equity Financing**" means the direct or indirect equity contribution to the Parent by the Permitted Holders, together with "reinvested" common equity of Clement Pappas contributed by certain of the Sellers, of at least 37% of the pro forma total consolidated capitalization of Clement Pappas on the Closing Date; *provided* that not less than 80% of the Equity Financing shall be contributed, directly or indirectly, by the Permitted Holders as cash common equity, (B) the contribution by the Parent of the amount so received as cash common equity to Holdings in exchange for the issuance to Holdings of all the Equity Interests of Holdings and (C) the contribution by Holdings of the amount so received as cash common equity to MergerSub in exchange for the issuance to Holdings of all the Equity Interests of MergerSub; *provided* that if the consideration paid under the Acquisition Documents is increased at any time after June 17, 2011, the required amount of the Equity Financing shall increase by an amount equal to such increase.

"**Equity Interest**" means, with respect to any Person, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such Person, including, if such Person is a partnership, partnership interests (whether general or limited), joint venture interests, or if such Person is a limited liability company, membership interests and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of Property of, such partnership, whether outstanding on the date hereof or issued on or after the Closing Date, but excluding debt securities convertible or exchangeable into such equity.

"**Equity Issuance**" means, without duplication, (a) any issuance or sale after the Closing Date by Holdings, Canadian GP, LuxCo or Borrower, in each case of any Equity Interests (including any Equity Interests issued upon exercise of any warrant or option or equity-based derivative) or any warrants or options or equity-based derivatives to purchase Equity Interests in any such Person or (b) any contribution to the capital of any such Person; *provided*, *however*, that an Equity Issuance shall not include (w) any Preferred Stock Issuance, Debt Issuance or the issuance or sale of Equity Interests pursuant to the Equity Contribution Agreement, (x) any such sale or issuance by (i) Borrower to Lassonde, ALI and/or Canadian GP, (ii) Canadian GP to Lassonde or (iii) LuxCo to Borrower of common stock of LuxCo to the extent (and only to the extent) required under Section 2.17, (y) any such sale or issuance by Holdings of not more than an aggregate amount of 7.5% of their direct or indirect Equity Interests in Holdings (including its Equity Interests issued upon exercise of any warrant or option or warrants or options to purchase its Equity Interests but excluding Disqualified Stock), in each case, to directors, officers or employees of any Company and (z) any Qualified Excluded Issuance.

"**ERISA**" means the Employee Retirement Income Security Act of 1974.

"**ERISA Affiliate**" means, with respect to any Person, any trade or business (whether or not incorporated) that, together with such Person, is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code and regulations promulgated under those sections or within the meaning of Section 4001(b) of ERISA, or solely for purposes of Sections 302 and 303 of ERISA and Sections 412 and 430 of the Code, is treated as a single employer under Section 414 of the Code. Any former ERISA Affiliate of a Person or any of its Subsidiaries shall continue to be considered an ERISA Affiliate of such Person or such Subsidiary within the meaning of this definition with respect to the period such entity was an ERISA Affiliate of such Person or such Subsidiary and with respect to liabilities arising after such period for which such Person or such Subsidiary could reasonably be expected to be liable under the Code or ERISA, but in no event for more than six years after such period if no such liability has been asserted against such Person or such Subsidiary; *provided*, *however*, that such Person or such Subsidiary shall continue to be an ERISA Affiliate of such Person or such Subsidiary after the expiration of the six-year period solely with respect to any liability asserted against such Person or such Subsidiary before the expiration of such six-year period.

"**ERISA Event**" means (a) a "reportable event" within the meaning of Section 4043 of ERISA and the regulations issued thereunder (for which the 30-day notice period has not been waived under applicable PBGC regulations) with respect to any Pension Plan; (b) the failure by any Company or any of its ERISA Affiliates to meet the minimum funding standard of Sections 412 and 430 of the Code and Sections 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Code or Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430(j) of the Code or Section 303(j) of ERISA with respect to any Pension Plan or the failure by any Company or any of its ERISA Affiliates to make any required contribution to a Multiemployer Plan; (c) the provision by the administrator of any Pension Plan pursuant to Section 4041(a)(2) of ERISA of a notice of intent to terminate such plan in a distress termination described in Section 4041(c) of ERISA, or the filing of a notice to terminate any Pension Plan if such termination would require material additional contributions in order to be considered a standard termination within the meaning of Section 4041(b) of ERISA; (d) the withdrawal by any Company or any of its ERISA Affiliates from any Pension Plan with two or more contributing sponsors or the termination of any such Pension Plan resulting in liability pursuant to Section 4063 or 4064 of ERISA; (e) the institution by the PBGC of proceedings to terminate any Pension Plan, or the occurrence of any event or condition which could reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (f) the imposition of liability on any Company or any of its ERISA Affiliates pursuant to Section 4062(e) or 4069 of ERISA or by reason of the application of Section 4212(c) of ERISA; (g) the withdrawal of any Company or any of its ERISA Affiliates in a complete or partial withdrawal (within the meaning of Sections 4203 and 4205 of ERISA) from any Multiemployer Plan if there is any potential liability therefor, or the receipt by any Company or any of its ERISA Affiliates of notice from any Multiemployer Plan that it is in reorganization or insolvency pursuant to Section 4241 or 4245 of ERISA, or that it intends to terminate or has terminated under Section 4041A or 4042 of ERISA; (h) the assertion of a material claim (other than routine claims for benefits) against any Employee Benefit Plan, or the assets thereof, or against any Company or any of its ERISA Affiliates in connection with any Employee Benefit Plan; (i) failure of any Pension Plan (or any other Employee Benefit Plan intended to be qualified under Section 401(a) of the Code) to qualify under Section 401(a) of the Code, or the failure of any trust forming part of any Pension Plan to qualify for exemption from taxation under Section 501(a) of the Code; (j) the imposition of a Lien pursuant to Section 430(k) of the Code or pursuant to Section 303(k) of ERISA; (k) the occurrence of a non-exempt prohibited transaction (within the meaning of Section 4975 of the Code or Section 406 of ERISA) which could reasonably be expected to result in liability to any Company or any of its ERISA Affiliates; (l) a Pension Plan is in "at risk" status within the meaning of Section 430(i)(4) of the Code or Section 303(i)(4) of ERISA; or (m) a Multiemployer Plan (x) is in "endangered status" (under Section 432(b)(1) of the Code or Section 305(b)(1) of ERISA) or (y) is in "critical status" (under Section 432(b)(2) of the Code or Section 305(b)(2) of ERISA).

"**Eurodollar**," when used in reference to any Loan or Borrowing, refers to whether such Loan is, or the Loans comprising such Borrowing are, bearing interest at a rate determined by reference to the Adjusted LIBO Rate; *provided* that no Loan or Borrowing bearing interest determined in accordance with clause (d) of the definition of "Alternate Base Rate" shall be a Eurodollar Loan or a Eurodollar Borrowing.

"**Event of Default**" has the meaning set forth in Article VIII.

"**Excess Cash Flow**" means, for any Excess Cash Flow Period, the sum, without duplication, of:

(a) the sum, without duplication, of:

(i) Consolidated EBITDA for such period;

(ii) cash items of income during such period not included in calculating Consolidated EBITDA;

(iii) the decrease, if any, in the Net Working Capital from the beginning to the end of such period; and

(iv) the reversal, during such period, of any reserve established pursuant to clause (b)(i) below; *minus*

(b) the sum, without duplication, of:

(v) the amount of any cash Consolidated Tax Expense paid or payable by Clement Pappas and its Subsidiaries with respect to such period and for which, to the extent required under GAAP, reserves have been established;

(vi) the amount of any cash Permitted Tax Distributions paid during such period;

(vii) the amount of Debt Service for such period;

(viii) permanent repayments and prepayments of Indebtedness (other than Excluded Voluntary Prepayments) made by Clement Pappas and its Subsidiaries during such period but only to the extent that such repayments and prepayments (A) by their terms cannot be reborrowed or redrawn, (B) do not occur in connection with a refinancing of all or a portion of such Indebtedness, and (C) are funded from Internally Generated Funds;

(ix) the sum of (i) Capital Expenditures made in cash in accordance with Section 6.10 during such period, to the extent funded from Internally Generated Funds and (ii) cash consideration paid during such period to make Permitted Acquisitions to the extent funded from Internally Generated Funds;

(x) the increase, if any, in the Net Working Capital from the beginning to the end of such period;

(xi) non-recurring costs and expenses made in cash to the extent directly added back in calculating Consolidated EBITDA for such period pursuant to clauses (e), (f) and (g) of the definition thereof; and

(xii) cash items of expense (including losses) during such period not deducted in calculating Consolidated Net Income and not added back in calculating Consolidated EBITDA.

"**Excess Cash Flow Period**" means (a) the period taken as one accounting period from September 1, 2011, and ending on December 31, 2011, and (b) each fiscal year of Clement Pappas thereafter.

"**Exchange Act**" means the Securities Exchange Act of 1934.

"**Excluded Issuance**" means (a) an issuance and sale for cash of Equity Interests (including any issuance and sale of Preferred Stock so long as such Preferred Stock is not Disqualified Stock) by Holdings to Parent, in each case, so long as no Default or Event of Default has occurred and is continuing or would result therefrom, or (b) an issuance and sale for cash of Equity Interests by any CP Guarantor to any other CP Guarantor or by any Subsidiary of Holdings that is not a CP Guarantor to another such Subsidiary or to a CP Guarantor, in each case that is not prohibited under the Loan Documents.

"**Excluded Taxes**" means, with respect to the Administrative Agent, any Lender or any other recipient of any payment to be made by or on account of any obligation of any Loan Party hereunder, (a) taxes imposed on (or measured by) its net income or net profit (however denominated), franchise taxes and taxes imposed upon or measured by income, capital or net worth in each case imposed by the jurisdiction under the laws of which such recipient is organized or in which its principal office is located or, in the case of any Lender, in which its applicable lending office is located, (b) any branch profits taxes imposed by the United States or any similar tax imposed by any other jurisdiction described in clause (a) above, (c) any back-up withholding tax imposed under the Code or any similar tax, (d) any United States Federal withholding taxes imposed pursuant to FATCA, and (e) any other withholding tax that is imposed based on the laws of the United States or Canada at the time the recipient becomes a party to this Agreement on amounts payable to such recipient pursuant to any Legal Requirement enacted at the time such recipient becomes a party to this Agreement (or designates a new lending office) or is attributable to such recipient's failure or inability (other than as a result of a Change in Law) to comply with Section 2.15(e), except to the extent that such recipient (or its assignor, if any) was entitled, at the time of designation of a new lending office (or assignment), to receive additional amounts from Borrower with respect to such withholding tax pursuant to Section 2.15(a).

"**Excluded Voluntary Prepayment**" means an optional principal prepayment pursuant to Section 2.10(a) in any fiscal year of Clement Pappas but only to the extent that such prepayment (a) is funded from Internally Generated Funds and (b) reduces the scheduled installments of principal due in respect of Loans as set forth in Section 2.09 in any subsequent fiscal year.

"**Executive Life Insurance Policies**" means those Variable Life Policies insuring each of Craig Ablin, Marc Friedant, Mark Gilmour, John Graham, Kenneth Jankowitz, Rick Jochums, Michael Luciano and Cary Reimer, provided by New England Life Insurance Company and held by US Bank, as Trustee of Clement Pappas and Company, Inc.

"**Executive Order**" has the meaning set forth in Section 3.22.

"**Existing Lien**" has the meaning set forth in Section 6.02(c).

"**Fair Market Value**" means (a) with respect to any marketable security (including Cash Equivalents that constitute marketable securities) at any date, the closing sale price of such security on the Business Day next preceding such date, as appearing in any published list of the principal United States securities exchange registered under the Exchange Act on which such security is listed, or, if such security is not listed on such exchange, the closing sale price as appearing in any published list of any other national securities exchange (including The NASDAQ Stock Market, Inc.) or, if there is no such closing sale price of such security, the final price for the purchase of such security at face value quoted on such Business Day by a financial institution of recognized standing regularly dealing in securities of such type and reasonably selected by the Administrative Agent, (b) with respect to cash or Cash Equivalents not constituting marketable securities, the stated value thereof, and (c) with respect to any asset (including any Equity Interests of any Person), the price at which a willing buyer, not an Affiliate of the seller, and a willing seller who does not have to sell, would agree to purchase and sell such asset.

"**FATCA**" means Sections 1471 through 1474 of the Code, as in effect on the date of this Agreement (or any amended or successor version of FATCA that is substantively comparable and not materially more onerous to comply with), and any current or future regulations thereunder or official governmental interpretations thereof.

"**Federal Funds Effective Rate**" means, for any day, the weighted average of the rates on overnight federal funds transactions with members of the Federal Reserve System of the United States arranged by federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary to the next 1/100th of 1%) of the quotations for the day for such transactions received by the Administrative Agent from three federal funds brokers of recognized standing selected by it.

"**Fee Letter**" means the confidential Fee Letter, dated June 17, 2011, among Lassonde, Jefferies Finance LLC and Bank of Montreal, as amended, supplemented and otherwise modified by the Fee Letter Side Agreement among such Persons dated as of July 25, 2011.

"**Fees**" means the Administrative Agent Fees, fees payable under the Fee Letter and the other fees referred to in Section 2.05(b).

"**Financial Officer**" of any Person means any of the chief financial officer, principal accounting officer, treasurer or controller of such Person.

"**FIRREA**" means the Financial Institutions Reform, Recovery and Enforcement Act of 1989.

"**Foreign Plan**" means any employee benefit plan, program, policy, arrangement or agreement maintained or contributed to by any Company with respect to employees, officers or directors employed, or otherwise engaged, outside the United States and Canada.

"**Foreign Subsidiary**" means a Subsidiary that is organized under the laws of a jurisdiction other than the United States or any state thereof or the District of Columbia.

"**Fund**" means any person (other than a natural person) that is or will be engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

"**Funding Default**" means any default by a Lender under clause (a), (b) or (c) of the definition of "Defaulting Lender."

"**GAAP**" means generally accepted accounting principles in the United States, applied on a consistent basis.

"**Governmental Authority**" means any federal, state, provincial, territorial, district, cantonal, local or foreign (whether civil, criminal, military or otherwise) court, central bank or governmental agency, tribunal, authority, instrumentality or regulatory body or any subdivision thereof or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"**Governmental Real Property Disclosure Requirements**" means any Legal Requirement of any Governmental Authority requiring notification of the buyer, lessee, mortgagee, assignee or other transferee of any Real Property, facility, establishment or business, or any notification, registration or filing to or with any Governmental Authority, in connection with the Disposition (including any transfer of control) of any Real Property, facility, establishment or business, as may be required under any applicable Environmental Law or of any actual or threatened presence or Release in, on, into or from the Environment, or the use, disposal or handling of Hazardous Material on, at, under, from or near the Real

Property, facility, establishment or business to be sold, acquired, leased, mortgaged, assigned or transferred.

"**Granting Lender**" has the meaning set forth in Section 11.04(h).

"**Guaranteed Obligations**" has the meaning set forth in Section 7.01.

"**Guarantees**" means the guarantees issued pursuant to Article VII by the Guarantors.

"**Guarantors**" means Canadian GP, LuxCo and each of the CP Guarantors.

"**Hazardous Materials**" means hazardous substances, hazardous wastes, hazardous materials, polychlorinated biphenyls ("**PCBs**") or any substance or compound containing PCBs, asbestos or any asbestos-containing materials in any form or condition, lead-based paint, urea formaldehyde, pesticides, radon or any other radioactive materials including any source, special nuclear or by-product material, petroleum, petroleum products, petroleum-derived substances, crude oil or any fraction thereof, any mold, microbial or fungal contamination that poses a risk to human health or the Environment or would result in a material negative impact on the condition of the Real Property or any other pollutants (including greenhouse gases), contaminants, chemicals, wastes, materials, compounds, constituents or substances, defined under, subject to regulation under, or which can give rise to liability or obligations under, any Environmental Laws.

"**Hedging Agreement**" means (a) any and all rate swap transactions, basis swaps, credit derivative transactions, forward rate transactions, commodity swaps, commodity options, forward commodity contracts, equity or equity index swaps or options, bond or bond price or bond index swaps or options or forward bond or forward bond price or forward bond index transactions, interest rate options, forward foreign exchange transactions, currency swap transactions, cross-currency rate swap transactions, currency options, cap transactions, floor transactions, collar transactions, spot contracts, or any other similar transactions or any combination of any of the foregoing (including any options or warrants to enter into any of the foregoing), whether or not any such transaction is governed by, or otherwise subject to, any master agreement or any netting agreement, and (b) any and all transactions or arrangements of any kind, and the related confirmations, which are subject to the terms and conditions of, or governed by, any form of master agreement (or similar documentation) published from time to time by the International Swaps and Derivatives Association, Inc., any International Foreign Exchange Master Agreement, or any other master agreement (any such agreement or documentation, together with any related schedules, a "**Master Agreement**"), including any such obligations or liabilities under any Master Agreement.

"**Hedging Obligations**" means obligations under or with respect to Hedging Agreements.

"**Hedging Termination Value**" means, in respect of any one or more Hedging Agreements, after taking into account the effect of any netting agreements relating to such Hedging Agreements (to the extent, and only to the extent, such netting agreements are legally enforceable in Insolvency Proceedings against the applicable counterparty obligor thereunder), (a) for any date on or after the date such Hedging Agreements have been closed out and termination value(s) determined in accordance therewith, such termination value(s), and (b) for any date before the date referenced in preceding clause (a), the amount(s) determined as the mark-to-market value(s) for such Hedging Agreements, as determined based upon one or more mid-market or other readily available quotations provided by any recognized dealer in such Hedging Agreements (which may include a Lender or any Affiliate of a Lender).

"**Holdings**" has the meaning set forth in the recitals hereto.

"**Immediate Family Member**" means with respect to any individual, such individual's child, stepchild, grandchild or more remote descendant, parent, stepparent, grandparent, spouse, former spouse, qualified domestic partner, sibling, mother-in-law, father-in-law, son-in-law and daughter-in-law (including adoptive relationships) and any trust, partnership or other bona fide estate-planning vehicle the only beneficiaries of which are any of the foregoing individuals or any private foundation or fund that is controlled by any of the foregoing individuals or any donor-advised fund of which any such individual is the donor

"**Increasing Lenders**" has the meaning set forth in Section 2.17(a).

"**Incremental Loan Amendment**" has the meaning set forth in Section 2.17(c).

"**Indebtedness**" of any Person means, without duplication, (a) all obligations of such Person for borrowed money or advances; (b) all obligations of such Person evidenced by bonds, debentures, loan agreements, notes or similar instruments; (c) all obligations of such Person under conditional sale or other title retention agreements relating to Property purchased by such Person (even though the rights and remedies of the seller or lender under such agreement in the event of default are limited to repossession or sale of such Property); (d) all obligations of such Person issued or assumed as part of the deferred purchase price of Property or services (excluding trade accounts payable and accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than 90 days); (e) all Indebtedness of others secured by any Lien on Property owned or acquired by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not the obligations secured thereby have been assumed, but limited to the lower of (i) the Fair Market Value of such Property and (ii) the amount of the Indebtedness secured; (f) all Capital Lease Obligations, Purchase Money Obligations and Synthetic Lease Obligations of such Person; (g) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value (other than for Qualified Capital Stock of such Person) any Equity Interests of such Person, valued, in the case of a redeemable preferred Equity Interest, at the greater of its voluntary or involuntary liquidation preference plus accrued and unpaid dividends; (h) all Hedging Obligations, valued at the Hedging Termination Value thereof; (i) all obligations of such Person for the reimbursement of any obligor in respect of letters of credit, letters of guaranty, bankers' acceptances and similar credit transactions; (j) all obligations of such Person to purchase, redeem, retire, defease or otherwise make any payment in respect of Disqualified Stock and (k) all Contingent Obligations of such Person in respect of Indebtedness or obligations of others of the kinds referred to in clauses (a) through (j) above. The Indebtedness of any Person includes the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except (other than in the case of general partner liability) to the extent that terms of such Indebtedness expressly provide that such Person is not liable therefor.

"**Indemnified Taxes**" means Taxes other than Excluded Taxes.

"**Indemnitee**" has the meaning set forth in Section 11.03(b).

"**Information**" has the meaning set forth in Section 11.12.

"**Insolvency Laws**" means the Bankruptcy Code, and all other insolvency, bankruptcy, receivership, liquidation, conservatorship, assignment for the benefit of creditors, moratorium, rearrangement, reorganization, or similar federal or state Legal Requirements of the United States or other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally, including the Bankruptcy Code, the Companies' Creditors Arrangement Act (Canada), the Bankruptcy and Insolvency Act (Canada), the Winding-up and Restructuring Act (Canada), the CCQ and the Council Regulation (EC) n° 1345/2000 of May 29, 2000 on insolvency proceedings.

"**Insolvency Proceeding**" means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, formal or informal moratorium, composition, marshaling of assets for creditors or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each case, undertaken under United States federal or state or non-United States Legal Requirements, including the Insolvency Laws.

"**Insurance Policies**" means the insurance policies and coverages required to be maintained by each Loan Party that is an owner or lessee of Mortgaged Property with respect to the applicable Mortgaged Property pursuant to Section 5.04 and all renewals and extensions thereof.

"**Insurance Requirements**" means all provisions of the Insurance Policies, all requirements of the issuer of any of the Insurance Policies and all Orders, rules, regulations and any other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) binding upon any Loan Party that is an owner of Mortgaged Property and applicable to the Mortgaged Property or any use or condition thereof.

"**Intellectual Property**" means, as to any Person, all right, title and interest of such Person in and to all of the following, as they exist in any jurisdiction throughout the world: (i) patents (including reissued and reexamined patents), patent applications (including any divisional, continuation or continuation-in-part application thereof) and other patent rights; (ii) trademarks, service marks, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, together, in each case, with the goodwill symbolized thereby; (iii) internet domain names; (iv) copyrights in both published works and unpublished works and copyrightable subject matter; (v) computer software programs, including all source code, object code, specifications, databases, designs and documentation related to such programs; (vi) trade secrets, inventions, know-how, recipes, formulations, customer lists, plans, drawings, industrial designs and techniques, research, information and processes; (vii) other similar type of proprietary or intellectual property right; (ix) registrations or applications for registration of any of the foregoing; (viii) agreements and licenses related to any of the foregoing; and (ix) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages.

"**Intercompany Subordinated Note**" means the intercompany subordinated demand promissory note substantially in the form of Exhibit D.

"**Intercreditor Agreement**" means the intercreditor agreement, dated as of the date hereof, among the Collateral Agent, Bank of Montreal, as collateral agent under the Revolving Credit Agreement, and Jefferies Finance LLC, as administrative agent and collateral agent under the LuxCo Loan Agreement, substantially in the form of Exhibit O, as in effect on the date hereof and thereafter as amended from time to time in accordance with the terms hereof and thereof.

"**Interest Election Request**" means a request by Borrower to convert or continue Borrowing in accordance with Section 2.08(b), substantially in the form of Exhibit E.

"**Interest Payment Date**" means (a) with respect to any ABR Loan, the last Business Day of each March, June, September and December to occur during any period in which such Loan is outstanding, (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Loan with an Interest Period of more than three months' duration, each day before the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period, and (c) with respect to any Loan, the Maturity Date and, after such maturity, on each date on which demand for payment is made.

"**Interest Period**" means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six months thereafter, as Borrower may elect; *provided* that (a) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day, and (b) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"**Internally Generated Funds**" means funds not constituting the proceeds of any Indebtedness, Debt Issuance, Equity Issuance, Asset Sale or Casualty Event (in each case, without regard to the exclusions from the definitions thereof, other than in the case of an Asset Sale only, any Disposition of assets permitted by Section 6.04(c), Section 6.05(a), Section 6.06(a), Section 6.06(c), Section 6.06(h) or Section 6.06(i)).

"**Investments**" has the meaning set forth in Section 6.04.

"**IPO**" means the first bona fide underwritten public offering by any Company of its Equity Interests after the Closing Date pursuant to an effective registration statement filed with the SEC in accordance with the Securities Act.

"**Joinder Agreement**" means a joinder agreement substantially in the form of Exhibit 3 to each of the Security Agreements, as applicable.

"**Judgment Currency**" has the meaning set forth in Section 11.18.

"**Judgment Currency Conversion Date**" has the meaning set forth in Section 11.18.

"**Landlord Access Agreement**" means a Landlord Access Agreement, substantially in the form of Exhibit F, or such other form as may reasonably be acceptable to the Administrative Agent.

"**Lassonde**" has the meaning set forth in the recitals hereto.

"**Lassonde Pledge Agreement**" means, collectively, each deed of hypothec and guarantee agreement, substantially in the form of Exhibit K-3 among Lassonde or ALI, as the case may be, and the Collateral Agent acting as *fondé de pouvoir* for the benefit of the debentureholders named therein, as the same may be supplemented, amended or otherwise modified from time to time.

"**Leases**" means any and all leases, subleases, tenancies, options, concession agreements, rental agreements, occupancy agreements, franchise agreements, access agreements and any other agreements (including all amendments, extensions, replacements, renewals, modifications and/or guarantees thereof), whether or not of record and whether now in existence or hereafter entered into, affecting the use or occupancy of all or any portion of any Real Property.

"**Legal Requirements**" means, as to any Person, the Organizational Documents of such Person, and any treaty, law (including the common law), statute, ordinance, code, rule, regulation, guidelines, license, permit requirement, Order or determination of an arbitrator or a court or other Governmental Authority, and the interpretation or administration thereof, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

"**Lender Addendum**" shall mean, with respect to any initial Lender, a Lender Addendum substantially in the form of Exhibit Q to be executed and delivered by such Lender on or before the date of this Agreement.

"**Lender Hedge Agreement**" shall mean all Permitted Hedging Agreements that are intended to protect against fluctuations in interest rates entered into with any counterparty that is a Secured Party.

"**Lenders**" means (a) the financial institutions and other Persons party hereto as "Lenders" on the date hereof; *provided* that the term "Lenders" shall include any Person that executes and delivers a Lender Addendum on or before the date hereof, and (b) each financial institution or other Person that becomes a party hereto pursuant to an Assignment and Assumption (including pursuant to Section 2.17), other than, in each case, any such financial institution or Person that has ceased to be a party hereto pursuant to an Assignment and Assumption.

"**LIBO Rate**" means, with respect to any Eurodollar Borrowing for any Interest Period therefor, the higher of (a) 1.25% per annum and (b) the rate per annum equal to the arithmetic mean (rounded to the nearest 1/100th of 1%) of the offered rates for deposits in Dollars with a term comparable to such Interest Period that appears on Reuters Screen LIBOR01 (or such other page as may replace such page on such service for the purpose of displaying the rates at which Dollar deposits are offered by leading banks in the London interbank deposit market as designated by the Administrative Agent from time to time) at approximately 11:00 a.m., London, England time, on the second full Business Day preceding the first day of such Interest Period; *provided*, *however*, that for the purposes of any determination pursuant to this clause (b), (i) if no comparable term for an Interest Period is available, the LIBO Rate shall be determined using the weighted average of the offered rates for the two terms most nearly corresponding to such Interest Period and (ii) if Reuters Screen LIBOR01 shall at any time no longer exist, the rate per annum pursuant with respect to each day during each Interest Period pertaining to Eurodollar Borrowings comprising part of the same Borrowing, shall be the rate per annum equal to the rate at which the Administrative Agent is offered deposits in Dollars at approximately 11:00 a.m., London, England time, two Business Days before the first day of such Interest Period in the London interbank market for delivery on the first day of such Interest Period for the number of days comprised therein and in an amount comparable to its portion of the amount of such Eurodollar Borrowing to be outstanding during such Interest Period. "**Reuters Screen LIBOR01**" means the display designated on the Reuters 3000 Xtra Page (or such other page as may replace such page on such service for the purpose of displaying the rates at which Dollar deposits are offered by leading banks in the London interbank deposit market).

"**Lien**" means, with respect to any Property, (a) any mortgage, deed of trust, lien (statutory or other), pledge, encumbrance, claim, charge, assignment, hypothecation, deposit arrangement, security interest or encumbrance of any kind or any arrangement to provide priority or preference or any filing of any financing statement under the UCC, PPSA, CCQ or any other similar notice of Lien under any similar notice or recording statute of any Governmental Authority, including any easement, servitude, right-of-way or other encumbrance on title to Real Property, in each of the foregoing cases whether voluntary or imposed by law, and any agreement to give any of the foregoing, (b) the interest of a vendor or a lessor under any conditional sale agreement, capital lease or title retention agreement (or any financing lease having substantially the same economic effect as any of the foregoing) relating to such Property, and (c) in the case of securities, any purchase option, call or similar right of a third party with respect to such securities.

"**Loan**" has the meaning set forth in Section 2.01 and Section 2.17. Each Loan shall be either an ABR Loan or a Eurodollar Loan.

"**Loan Documents**" means this Agreement, the Notes (if any), the Security Documents, the Intercreditor Agreement, the Subordination Agreement, each Lender Hedge Agreement each Joinder Agreement, and, except for purposes of Section 11.02(b), the Fee Letter and each other agreement, document or instrument delivered in connection with this Agreement or any other Loan Document, whether or not specifically mentioned herein or therein.

"**Loan Parties**" means Borrower and each of the Guarantors.

"**Loan Repayment Date**" means the last Business Day of each fiscal quarter of Clement Pappas.

"**LuxCo**" has the meaning set forth in the preamble hereto.

"**LuxCo Assignment Agreement**" means an assignment agreement, substantially in the form of Exhibit P, undated and executed in blank by LuxCo.

"**LuxCo Equity Contribution**" means the contribution to LuxCo by Borrower on the Closing Date of $2,300,000 of the proceeds of the Loans made on such date in exchange for common stock of LuxCo.

"**LuxCo Note**" has the meaning set forth in Section 6.04(f).

"**LuxCo Loan Agreement**" means the LuxCo Loan Agreement dated as of the date hereof among Jefferies Finance LLC, as collateral agent, LuxCo and Clement Pappas, substantially in the form of Exhibit H-2.

"**LuxCo Loan Documents**" means the LuxCo Loan Agreement, the "Security Documents," as defined in the LuxCo Loan Agreement, the LuxCo Note and all other documents, instruments and agreements executed and delivered with respect to the foregoing.

"**Luxembourg Insolvency Proceedings**" means, in relation to any Loan Party organized in Luxembourg, (a) a bankruptcy (*faillite*) or any other insolvency proceedings pursuant to the Council Regulation (EC) n° 1345/2000 of May 29, 2000 on insolvency proceedings, (b) any controlled management (*gestion contrôlée*), (c) any voluntary arrangement with creditors (*concordat préventif de faillite*), (d) any suspension of payments (*sursis de paiement*), (e) voluntary or compulsory winding-up or liquidation, (f) voluntary composition with creditors (*cession volontaire de biens*), (g) fraudulent conveyance (*actio pauliana*), (h) general settlement with creditors and (i) reorganization or similar laws affecting the rights of creditors generally.

"**Luxembourg Pledge Agreement**" means the pledge and guarantee agreement, substantially in the form of Exhibit K-5 between Borrower and the Collateral Agent for the benefit of the Secured Parties, as the same may be supplemented, amended or otherwise modified from time to time.

"**Luxembourg Security Agreement**" means a security agreement, substantially in the form of Exhibit K-4 among LuxCo and the Collateral Agent for the benefit of the Secured Parties, as the same may be supplemented, amended or otherwise modified from time to time.

"**Margin Stock**" has the meaning set forth in Regulation U.

"**Material Adverse Effect**" means (a) a material adverse effect on, or material adverse change in, (i) the Acquisition or any of the other Transactions or (ii) the condition (financial or otherwise), results of operations, assets, tax and other liabilities (contingent or otherwise), material agreements, Properties, solvency, business, management, prospects or value of the Companies, taken as a whole, or the Loan Parties, taken as a whole, (b) a material impairment of the ability of the Transaction Parties to fully and timely perform any of their obligations under any Loan Document, (c) a material impairment of the rights of or benefits or remedies available to the Lenders or any Agent under any Loan Document, or (d) a material adverse effect on the Collateral (or any portion thereof) or the Liens in favor of the Collateral Agent (for its benefit and for the benefit of the other Secured Parties) on the Collateral or the validity, enforceability, perfection or priority of such Liens.

"**Material Agreement**" means any agreement, contract or instrument to which any Company is a party or by which any Company or any of its Properties is bound other than a Loan Document the termination or suspension of which, or the failure of any party thereto to perform its obligations thereunder, could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

"**Material Indebtedness**" means, as to any Company, (a) the Indebtedness listed on Schedule 1.01(a), (b) any Indebtedness under the Revolving Credit Documents, the Convertible Loan Documents or the LuxCo Loan Documents and (c) any other Indebtedness (other than the Loans) in an aggregate outstanding principal amount exceeding $5,000,000. For purposes of determining Material Indebtedness, the "principal amount" in respect of any Hedging Obligations of any Company at any time shall be the Hedging Termination Value thereof at such time.

"**Maturity Date**" means August 12, 2017, the date which is six years after the Closing Date or, if such date is not a Business Day, the first Business Day thereafter.

"**Maximum Rate**" has the meaning set forth in Section 11.13.

"**Merger**" has the meaning set forth in the recitals hereto.

"**MergerSub**" has the meaning set forth in the recitals hereto.

"**Moody's**" means Moody's Investors Service, Inc.

"**Mortgage**" means an agreement, including a mortgage, hypothec, deed of trust or any other document, creating and evidencing a first priority Lien (subject to Permitted Collateral Liens) on a Mortgaged Property, which shall be in form and substance reasonably satisfactory to the Collateral Agent, in each case, with such schedules and including such provisions as shall be necessary to conform such document to applicable local or foreign law or as shall be customary under applicable local or foreign Legal Requirements.

"**Mortgaged Property**" means (a) each Real Property identified on Schedule 1.01(b) hereto and (b) each Real Property, if any, which shall be subject to a Mortgage delivered after the Closing Date pursuant to Section 5.11(d).

"**Multiemployer Plan**" means a multiemployer plan within the meaning of Section 4001(a)(3) or Section 3(37) of ERISA, (a) to which any Company or any of its ERISA Affiliates is then making or accruing an obligation to make contributions, (b) to which any Company or any of its ERISA Affiliates has within the preceding six plan years made or been obligated to make contributions, or (c) with respect to which any Company could incur liability.

"**Net Cash Proceeds**" means:

(a) with respect to any Asset Sale (other than any issuance or sale of Equity Interests), an amount equal to the proceeds thereof in the form of cash, cash equivalents and marketable securities (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable, or by the sale, transfer or other Disposition of any non-cash consideration received in connection therewith or otherwise, but only as and when received) received by any Company (including cash proceeds subsequently received (as and when received by any Company) in respect of non-cash consideration initially received) net of (i) reasonable and customary selling expenses (including reasonable brokers' fees or commissions, legal, accounting and other professional and transactional fees, transfer and similar taxes and Borrower's good faith estimate of income taxes paid or payable in connection with such sale (after taking into account any available tax credits or deductions and any tax sharing arrangements)), (ii) amounts provided as a reserve, in accordance with GAAP, against (x) any liabilities under any indemnification obligations associated with such Asset Sale or (y) any other liabilities retained by any Company associated with the Properties sold in such Asset Sale (*provided* that, to the extent and at the time any such amounts are released from such reserve, such amounts shall constitute Net Cash Proceeds), and (iii) the principal amount, premium or penalty, if any, interest and other amounts on any Indebtedness for borrowed money that is secured by a Lien on the Properties sold in such Asset Sale (so long as such Lien was permitted to encumber such Properties under the Loan Documents at the time of such sale) and which is repaid with such proceeds (other than any such Indebtedness assumed by the purchaser of such Properties);

(b) with respect to any (i) Debt Issuance, (ii) Equity Issuance or (iii) other issuance or sale of Equity Interests by any Company other than Holdings, an amount equal to the cash proceeds thereof received by any Company, net of reasonable and customary fees, commissions, costs and other expenses incurred in connection therewith; and

(c) with respect to any Casualty Event, an amount equal to the cash insurance proceeds, condemnation awards and other compensation received by any Company in respect thereof, net of all reasonable costs and expenses incurred in connection with the collection of such proceeds, awards or other compensation in respect of such Casualty Event.

"**Net Working Capital**" means, at any time, Consolidated Current Assets at such time minus Consolidated Current Liabilities at such time.

"**New Lender**" has the meaning set forth in <u>Section 2.17(b)</u>.

"**No Undisclosed Information Representation**" by a Person means a representation that such Person is not in possession of any material non-public information that has not been disclosed to the Lenders (other than those Lenders who have elected not to receive any non-public information with respect to the Companies and their Affiliates) or has not otherwise been disseminated in a manner making it available to such Lenders generally, prior to such time, with respect to the Companies and their Affiliates, or the respective securities or other Indebtedness of any of the foregoing.

"**Non-U.S. Lender**" means any Lender that is not, for United States federal income tax purposes, a "United States person" within the meaning of Section 7701(a)(30) of the Code.

"**Notes**" means any notes evidencing the Loans, in each case issued pursuant to Section 2.04(e), if any, substantially in the form of Exhibit I.

"**Obligations**" means (a) all obligations of Borrower and the other Loan Parties from time to time arising under or in respect of the due and punctual payment of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any Insolvency Proceeding or Luxembourg Insolvency Proceeding, regardless of whether allowed or allowable in such Insolvency Proceeding or Luxembourg Insolvency Proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise and (ii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any Insolvency Proceeding or Luxembourg Insolvency Proceeding, regardless of whether allowed or allowable in such Insolvency Proceeding or Luxembourg Insolvency Proceeding), of Borrower and the other Loan Parties under the Loan Documents, and (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of Borrower and the other Loan Parties under or pursuant to the Loan Documents, in each case, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising.

"**OFAC**" has the meaning set forth in Section 3.22.

"**Officers' Certificate**" means a certificate executed by (a) the chairman of the Board of Directors (if an officer), the chief executive officer or the president and (b) one of the Financial Officers, each in his or her official (and not individual) capacity.

"**OID**" means any applicable original issue discount or upfront fee in lieu thereof.

"**Order**" means any judgment, decree, verdict, order, consent order, consent decree, writ, declaration or injunction.

"**Organizational Documents**" means, with respect to any Person, (a) in the case of any corporation, the certificate of incorporation and by-laws (or similar documents) of such Person, (b) in the case of any limited liability company, the certificate of formation and operating agreement (or similar documents) of such Person, (c) in the case of any limited partnership, the certificate of formation and limited partnership agreement (or similar documents) of such Person (and, where applicable, the equityholders or shareholders registry of such Person), (d) in the case of any general partnership, the partnership agreement (or similar document) of such Person, (e) in any other case, the functional equivalent of the foregoing, and (f) any shareholder, voting trust or similar agreement between or among any holders of Equity Interests of such Person; it being understood and agreed that the Stockholders' Agreement shall be deemed to be an Organizational Document of each of Parent, Holdings and Clement Pappas.

"**Other List**" has the meaning set forth in Section 6.20.

"**Other Taxes**" means any and all present or future stamp, transfer, mortgage, gain, special district or documentary taxes or any other excise or property taxes, charges or similar levies (including interest, fines, penalties, fees, expenses and additions with respect to any of the foregoing) arising from any payment made or required to be made under any Loan Document or from the execution, delivery or enforcement of, or otherwise with respect to, any Loan Document.

"**Parent**" means Pappas Lassonde Holdings, Inc., a Delaware corporation.

"**Participant**" has the meaning set forth in Section 11.04(e).

"**Patriot Act**" has the meaning set forth in Section 3.22(a).

"**PBGC**" means the Pension Benefit Guaranty Corporation referred to and defined in ERISA.

"**Pension Plan**" means any Employee Benefit Plan (other than a Multiemployer Plan) subject to the provisions of Title IV of ERISA or Sections 412 or 430 of the Code or Section 302 of ERISA which is maintained or contributed to by any Company or any of its ERISA Affiliates or with respect to which any Company could incur liability (including under Section 4069 of ERISA).

"**Perfection Certificate**" means a perfection certificate in the form of Exhibit J-1 or any other form approved by the Collateral Agent, as the same shall be supplemented from time to time by a Perfection Certificate Supplement or otherwise.

"**Perfection Certificate Supplement**" means a perfection certificate supplement in the form of Exhibit J-2 or any other form approved by the Collateral Agent.

"**Permitted Acquisition**" means any transaction or series of related transactions for the direct or indirect (a) acquisition of all or substantially all of the Property of any Person, or of any business or division of any Person, (b) acquisition of all of the Equity Interests of any Person, and otherwise causing such Person to become a Subsidiary of the acquiror, (c) merger or consolidation or any other combination with any Person or (d) any other acquisition approved in writing by the Required Lenders; *provided* that, in each case of the foregoing, other than pursuant to clause (d), each of the following conditions is met:

(i) such Person is organized under the laws of the United States or any state thereof or the District of Columbia;

(ii) no Default or Event of Default then exists or would result therefrom;

(iii) after giving effect to such transaction on a Pro Forma Basis, (A) the Loan Parties shall be in compliance with all covenants set forth in Section 6.10 as of the most recently ended Test Period (assuming, for purposes of Section 6.10, that (i) such transaction had occurred on the first day of such relevant Test Period, and (ii) the Total Leverage Ratio shall be at least 0.25 to 1.00 lower than the maximum Total Leverage Ratio set forth in Section 6.10(a) for such Test Period), and (B) the Person or business to be acquired shall have generated positive cash flow for the Test Period most recently ended before the date of consummation of such acquisition;

(iv) after giving effect to such transaction on a Pro Forma Basis, the Available Liquidity shall be at least $30,000,000;

(v) no Company shall, in connection with any such transaction, assume or remain liable with respect to any Indebtedness or Contingent Obligation (including any material tax or ERISA liability) of the related seller or the business, Person or Properties acquired, except (A) to the extent permitted under Section 6.01 and (B) obligations not constituting Indebtedness incurred in the ordinary course of business (and not in anticipation of such acquisition) and necessary or desirable to the continued operation of the underlying business, Persons or Properties being so acquired, and any other such liabilities or obligations not permitted to be assumed or otherwise supported by any Company hereunder shall be paid in full or released as to the business, Persons or Properties being so acquired on or before the consummation of such acquisition;

(vi) the Person or business to be acquired shall be, or shall be engaged in, a business of the type that Holdings and its Subsidiaries are permitted to be engaged in under Section 6.15 and the Property acquired in connection with any such transaction shall be made subject to the Lien of the Security Documents in accordance with Section 5.11 and shall be free and clear of any Liens, other than Permitted Collateral Liens;

(vii) the Board of Directors of the Person to be acquired shall not have indicated its opposition to the consummation of such acquisition (which opposition has not been publicly withdrawn);

(viii) all transactions in connection therewith shall be consummated, in all material respects, in accordance with all applicable Legal Requirements;

(ix) with respect to any transaction involving Acquisition Consideration of more than $5,000,000, Borrower shall have provided the Administrative Agent and the Lenders with (A) historical financial statements for the last three fiscal years (or, if less, the number of years since formation) of the Person or business to be acquired (audited if available without undue cost or delay) and unaudited financial statements thereof for the most recent interim period that is available, (B) reasonably detailed projections for the succeeding five years (or, if sooner, through and including the year in which the Maturity Date is scheduled to occur) pertaining to the Person or business to be acquired and updated projections for Clement Pappas and its Subsidiaries after giving effect to such transaction, (C) a reasonably detailed description of all material information relating thereto and copies of all material documentation pertaining to such transaction, and (D) all such other information and data relating to such transaction or the Person or business to be acquired as may be reasonably requested by the Administrative Agent or any Lender (acting through the Administrative Agent);

(x) such transaction could not reasonably be expected to result in a Material Adverse Effect;

(xi) at least 10 Business Days before the proposed date of consummation of the transaction (or such later date as the Administrative Agent may agree in its sole discretion), Borrower shall have delivered to the Administrative Agent and the Lenders an Officers' Certificate certifying that such transaction complies with this definition (which shall have attached thereto reasonably detailed backup data and calculations showing such compliance);

(xii) the Acquisition Consideration (exclusive of the portion thereof funded with the proceeds of Qualified Excluded Issuances) for such acquisition shall not exceed $10,000,000, and the aggregate amount of the Acquisition Consideration (exclusive of the portion thereof funded with the proceeds of Qualified Excluded Issuances) for all Permitted Acquisitions since the Closing Date shall not exceed $30,000,000; *provided* that no portion of such Acquisition Consideration shall be comprised of Disqualified Stock; and

(xiii) (A) in the case of an acquisition of all or substantially all of the Property of any Person, (1) the Person making such acquisition is a CP Guarantor, and (2) to the extent required under the Loan Documents, including Section 5.11, upon consummation of the Permitted Acquisition, the Person being so acquired becomes a CP Guarantor, (B) in the case of an acquisition of all the Equity Interests of any Person, (1) the Person making such acquisition is a CP Guarantor and (2) to the extent required under the Loan Documents, including Section 5.11, upon consummation of the Permitted Acquisition, the Person the Equity Interests of which are being so acquired becomes a CP Guarantor, and (C) in the case of a merger or consolidation or any other combination with any Person, the Person surviving such merger, consolidation or other combination (1) is a CP Guarantor or (2) to the extent required under the Loan Documents, including Section 5.11, upon consummation of the Permitted Acquisition becomes a CP Guarantor.

"**Permitted Collateral Liens**" means (a) in the case of Collateral other than Mortgaged Property, Permitted Liens and (b) in the case of Mortgaged Property, "Permitted Collateral Liens" means the Liens described in clauses (a), (b), (d), (e), (g) and (m) of Section 6.02; *provided*, *however*, on the Closing Date or upon the date of delivery of each additional Mortgage under Section 5.11 or 5.12, Permitted Collateral Liens means only those Liens that are (i) identified on a schedule to the applicable Mortgage, (ii) excepted as being subordinate to the Lien of such Mortgage as set forth in the title insurance policy (or commitment) relating to such Mortgaged Property issued by the applicable Title Company and (iii) otherwise Permitted Liens.

"**Permitted Cure Securities**" means any Equity Interest (other than Disqualified Stock or Equity Interests contributed pursuant to the Equity Contribution Agreement) of Holdings issued to the extent (and only to the extent) necessary to fund to the Cure Right.

"**Permitted Hedging Agreement**" means any Hedging Agreement to the extent constituting a swap, cap, collar, forward purchase or similar agreements or arrangements dealing with interest rates, commodity prices or currency exchange rates, either generally or under specific contingencies, in each case entered into in the ordinary course of business and not for speculative purposes or taking a "market view."

"**Permitted Holders**" means (a) Lassonde and its Controlled Investment Affiliates and (b) Pierre-Paul Lassonde, his Immediate Family Members and their respective Controlled Investment Affiliates, except, at any time of determination, to the extent that the aggregate amount of the outstanding voting stock of Parent owned, directly or indirectly, beneficially or of record by all Persons under clause (b) of this definition exceeds thirty-five percent (35%) of the total amount of the outstanding voting stock of Parent owned, directly or indirectly, by all Permitted Holders at such time; *provided* that in no event shall any Company or the Parent be a Permitted Holder.

"**Permitted Liens**" has the meaning set forth in Section 6.02.

"**Permitted Refinancing Debt**" means Indebtedness of Holdings, Clement Pappas or any Subsidiary issued or incurred (including by means of the extension or renewal of existing Indebtedness) to refinance, refund, extend, renew or replace existing Indebtedness, including any existing Permitted Refinancing Debt (the "**Original Indebtedness**"); *provided* that (a) the principal amount (or the aggregate accreted value, if applicable) of such refinancing, refunding, extending, renewing or replacing Indebtedness is not greater than the principal amount (or the aggregate accreted value, if applicable) of such Original Indebtedness plus (i) the amount of any premiums or penalties and accrued and unpaid interest paid thereon and reasonable fees and expenses, in each case associated with such refinancing, refunding, extension, renewal or replacement, and (ii) the amount of existing unutilized commitments under such Original Indebtedness (to the extent such existing unutilized commitments could then be utilized in compliance with the terms of such Original Indebtedness and this Agreement), (b) such refinancing, refunding, extending, renewing or replacing Indebtedness has final maturity that is no sooner than, and a weighted average life to maturity that is no shorter than, such Original Indebtedness, (c) if such Original Indebtedness or any guarantees thereof are subordinated to the Obligations, such refinancing, refunding, extending, renewing or replacing Indebtedness and any guarantees thereof remain so subordinated on terms no less favorable to the Lenders, (d) the obligors and guarantors in respect of such Original Indebtedness immediately prior to such refinancing, refunding, extending, renewing or replacing are the only obligors and guarantors on such refinancing, refunding, extending, renewing or replacing Indebtedness (other than, for the purposes of Section 6.01(e) only, obligors and guarantors that are Loan Parties), (e) if such Original Indebtedness is secured, any Liens securing such Original Indebtedness (which shall be deemed to include Liens that are required to be provided under the terms of such Original Indebtedness, whether or not subject to a perfected security interest prior to such refinancing) are not extended to any additional Property of any Loan Party or its Subsidiary, (f) no Event of Default has occurred and is continuing at the time of issuance or incurrence or would result therefrom and (g) such refinancing, refunding, extending, renewing or replacing Indebtedness contains covenants and events of default and is benefited by guarantees if any which taken as whole are determined in good faith by Responsible Officer of Borrower to be no less favorable to Borrower or the applicable Company and the Lenders in any material respect than the covenants and events of default or guarantees, if any, in respect of such Original Indebtedness.

"**Permitted Tax Distributions**" means payments, dividends or distributions by Clement Pappas and its Subsidiaries to Holdings and by Holdings to Parent in order to pay when due and payable federal, state or local taxes which payments by, as applicable, Holdings or Parent are not exceeding the aggregate federal, state and local Tax liability (exclusive of penalties and interest) of, as applicable, Holdings or Parent, to the extent that such liability arises from the net income and gain or the revenues or income of Clement Pappas and its Subsidiaries.

"**Person**" means any natural person, corporation, business trust, joint venture, trust, association, company (whether limited in liability or otherwise), partnership (whether limited in liability or otherwise) or Governmental Authority, or any other entity, in any case, whether acting in a personal, fiduciary or other capacity.

"**Platform**" has the meaning set forth in Section 11.01(d).

"**Pledgor**" means each Transaction Party listed on Schedule 1.01(d), and each other Subsidiary of any Loan Party that is or becomes a party to this Agreement (in its capacity as a CP Guarantor) and the Security Documents pursuant to Section 5.11.

"**PPSA**" means the Personal Property Security Act as in effect from time to time (except a otherwise specified) in any applicable province or jurisdiction of Canada.

"**Preferred Stock**" means, with respect to any Person, any and all preferred or preference Equity Interests (however designated) of such Person whether now outstanding or issued after the Closing Date.

"**Preferred Stock Issuance**" means the issuance or sale by Holdings of any Preferred Stock of Holdings after the Closing Date.

"**Premises**" has the meaning assigned thereto in the applicable Mortgage.

"**Prime Rate**" means, for any day, the U.S. prime rate, as published in *The Wall Street Journal* for such day; *provided* that if *The Wall Street Journal* ceases to publish for any reason such rate of interest, "**Prime Rate**" means the prime lending rate as set forth on the Bloomberg page PRIMBB Index (or successor page) for such day (or such other service as determined by the Administrative Agent from time to time for the purpose of providing quotations of prime lending interest rates); each change in the

Prime Rate shall be effective on the date such change is effective. The prime rate is not necessarily the lowest rate charged by any financial institution to its customers.

"**Pro Forma Basis**" means, with respect to compliance with any covenant or test hereunder for any Test Period, compliance with such covenant or test after giving effect to (a) any increase in Commitments pursuant to Section 2.17, (b) the Acquisition, (c) any Permitted Acquisition (to the extent not subsequently disposed of during such period), or (d) any Disposition, as if the Acquisition or such Permitted Acquisition or Disposition, and all other Permitted Acquisitions or Dispositions, and any refinancing of Indebtedness in connection therewith consummated during such period, and any Indebtedness or other liabilities incurred in connection with the Acquisition or any such Permitted Acquisition or Disposition had been consummated or, as the case may be, incurred at the beginning of such period. For purposes of this definition, (i) if any Indebtedness to be so incurred bears interest at a floating rate and is being given pro forma effect, the interest on such Indebtedness will be calculated as if the rate in effect on the last day of the applicable Test Period had been the applicable rate for the entire period (taking into account any applicable interest rate Hedging Agreements), (ii) if such Indebtedness bears, at the option of Borrower and/or any other Company, a fixed or floating rate of interest, interest thereon will be computed by applying, at the option of Borrower, either the fixed or floating rate (determined in accordance with clause (i)); and (iii) interest on Indebtedness under a revolving credit facility will be computed based upon the average daily balance of such Indebtedness during such period.

"**Projections**" has the meaning set forth in Section 3.04(c).

"**Property**" means any right, title or interest in or to property or assets of any kind whatsoever, whether real, personal, movable, immovable or mixed and whether tangible or intangible and including Intellectual Property and Equity Interests of any other Person owned by the Person in question and whether now in existence or owned or hereafter entered into or acquired, including all Real Property, cash, securities, accounts, revenues and contract rights.

"**Public Lender**" has the meaning set forth in Section 11.01(d).

"**Purchase Money Obligation**" means, for any Person, the obligations of such Person in respect of Indebtedness (including Capital Lease Obligations and Synthetic Lease Obligations) incurred for the purpose of financing all or any part of the purchase price of any Property (including Equity Interests of any Person) or the cost of installation, construction or improvement of any Property; *provided*, *however*, that (a) such Indebtedness is incurred within 90 days after completion of such acquisition, installation, construction or improvement of such Property by such Person and (b) the amount of such Indebtedness does not exceed 100% of the cost of such acquisition, installation, construction or improvement, as the case may be.

"**Qualified Capital Stock**" of any Person means any Equity Interests of such Person that are not Disqualified Stock.

"**Qualified Excluded Issuance**" means an Excluded Issuance solely to the extent the Net Cash Proceeds thereof are used within 90 days following the date of such Excluded Issuance to finance (a) Capital Expenditures, (b) one or more Permitted Acquisitions or (c) the working capital adjustment described in Section 6.08(e), to the extent required thereby.

"**Quebec LP Blocked Account**" means the bank account of Borrower subject to a Blocked Account Agreement.

"**Quebec Security Agreement**" means, collectively, each deed of hypothec substantially in the form of Exhibit K-2, among Borrower or Canadian GP, as the case may be, and the Collateral Agent acting as *fondé de pouvoir* for the benefit of the debtentureholders named therein, as the same may be supplemented, amended or otherwise modified from time to time.

"**Quebec Security Documents**" means, collectively, the Quebec Security Agreement and the Lassonde Pledge Agreement, together with any debenture issued thereunder and any pledge agreement providing for the pledge of any such debenture in favor of the Collateral Agent, in each case as amended, amended and restated, supplemented or otherwise modified from time to time.

"**Real Property**" means all right, title and interest (including any leasehold, fee, mineral or other estate) in and to any and all parcels of or interests in real or immovable property owned, leased or operated by any Person, whether by lease, license or other means, together with, in each case, all easements, hereditaments, attachments and appurtenances relating thereto, all improvements and appurtenant fixtures and equipment, all general intangibles and contract rights and other Property and rights incidental to the ownership, lease or operation thereof.

"**RCD Guarantor**" has the meaning set forth in Section 5.11(b).

"**Refinancing**" means the repayment in full of, the termination of any commitment to make extensions of credit under, all of the outstanding indebtedness of any Loan Party as of the date hereof listed on Schedule 1.01(e), including the payment of all principal, prepayment premiums, accrued interest, fees and any commissions, costs and expenses in connection with the foregoing and the release of all guarantees and security in respect thereof.

"**Register**" has the meaning set forth in Section 11.04(c).

"**Regulation D**" means Regulation D of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation T**" means Regulation T of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation U**" means Regulation U of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Regulation X**" means Regulation X of the Board as from time to time in effect and all official rulings and interpretations thereunder or thereof.

"**Related Person**" means, with respect to any Person, (a) each Affiliate of such Person and each of the officers, directors, partners, trustees, employees, affiliates, shareholders, Advisors, agents, attorneys-in-fact and Controlling Persons of each of the foregoing, and (b) if such Person is an Agent, each other Person designated, nominated or otherwise mandated by or assisting such Agent pursuant to Section 10.05 or any comparable provision of any Loan Document.

"**Release**" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, emanating or migrating of any Hazardous Materials in, into, onto, from or through the Environment or any Real Property (including the abandonment or discarding of barrels, containers and other closed receptacles containing any Hazardous Materials).

"**Repricing Event**" means (a) any prepayment or repayment of Loans with the proceeds of, or any conversion of Loans into, any new or replacement term loans bearing interest at an "effective" interest rate less than the "effective" interest rate applicable to the Loans (as such comparative rates are reasonably determined by the Administrative Agent) and (b) any repayment of Loans of a Lender as a result of the mandatory assignment of such Loans following the failure of such Lender to consent to an amendment to this Agreement that, directly or indirectly, reduces the "effective" interest rate applicable to the Loans (in each case, with original issue discount and upfront fees, which shall be deemed to constitute like amounts of original issue discount, being equated to interest margins in a manner consistent with generally accepted financial practice based on an assumed four-year life to maturity).

"**Required Lenders**" means, at any time, Lenders having Loans and Commitments representing more than 50% of the sum of all Loans outstanding and Commitments at such time.

"**Response**" means (a) "response" as such term is defined in CERCLA, 42 U.S.C. § 9601(25) or (b) all other actions required by any Governmental Authority or voluntarily undertaken to (i) clean up, remove, treat, remediate, contain, assess, abate, monitor or in any other way address any Hazardous Materials at, in, on, under or from any Real Property, or otherwise in the Environment, (ii) prevent, stop, control or minimize the Release or threat of Release, or minimize the further Release, of any Hazardous Material, or (iii) perform studies, investigations, maintenance or monitoring in connection with, following, or as a precondition to or to determine the necessity of, the actions set forth in clause (i) or (ii) above.

"Responsible Officer" of any Person means any Person means any executive officer or Financial Officer of such Person and any other officer or similar official thereof with significant responsibility for the administration of the obligations of such Person in respect of this Agreement.

"Restricted Indebtedness" means Indebtedness of any Company, the payment, prepayment, repurchase, defeasance or acquisition for value of which is restricted under Section 6.11.

"Restricted Payment" means (a) any Dividend, (b) any payment in respect of fees or other amounts payable by any Company to any Permitted Holder or its Affiliates and (c) any payment (whether in cash, securities or other Property, including any sinking fund or similar deposit) with respect to principal, interest (other by the accretion or capitalization of interest as principal), fees, premiums, costs, expenses or other amounts due in respect of any Subordinated Indebtedness.

"**Revolving Credit Agreement**" means the Credit Agreement, dated as of the date hereof, among Clement Pappas, as borrower, the lenders party thereto and BMO Harris Bank N.A., as administrative agent.

"**Revolving Credit Documents**" means the Revolving Credit Agreement, the "Collateral Documents," as defined in the Revolving Credit Agreement, and all other documents, guarantees, instruments and agreements executed and delivered with respect to the foregoing.

"**RPMRR**" means the Register of Personal and Movable Real Rights for the Province of Quebec.

"**S&P**" means Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc.

"**Sale and Leaseback Transaction**" has the meaning set forth in Section 6.03.

"**Sarbanes-Oxley Act**" means the United States Sarbanes-Oxley Act of 2002.

"**SEC**" means the United States Securities and Exchange Commission and any Governmental Authority succeeding to any or all of the functions thereof.

"**Secured Obligations**" means (a) the Obligations and (b) the due and punctual payment and performance of all obligations of Borrower and the other Loan Parties owed to a Secured Party under each Permitted Hedging Agreement intended to protect against fluctuations in interest rates entered into with such Secured Party as a counterparty.

"**Secured Parties**" means:

(a) with respect to the Obligations, the Administrative Agent, the Collateral Agent, each other Agent and the Lenders; and

(b) with respect to obligations under Permitted Hedging Agreements intended to protect against fluctuations in interest rates, the Administrative Agent, the Collateral Agent, each other Agent, the Lenders and each counterparty to a Permitted Hedging Agreement relating to the Loans (unless such counterparty is a lender under the Revolving Credit Agreement) if (i) at the date of entering into such Hedging Agreement such counterparty was an Agent, a Lender or an Affiliate of an Agent or Lender, and (ii) such counterparty executes and delivers to the Administrative Agent a letter agreement in form and substance acceptable to the Administrative Agent pursuant to which such counterparty (x) appoints the Administrative Agent and the Collateral Agent as its agents under the applicable Loan Documents and (y) agrees to be bound by the provisions of Section 10.03, Section 11.03 and Section 11.09 as if it were a Lender.

"**Securities Act**" means the Securities Act of 1933.

"**Securities Collateral**" means all Equity Interests pledged as Collateral pursuant to the Quebec Security Agreement, the U.S. Security Agreement, the Luxembourg Pledge Agreement and the Lassonde Pledge Agreement.

"**Security Agreement Collateral**" means all Property pledged or granted as Collateral pursuant to the Security Agreements delivered on the Closing Date or thereafter pursuant to Section 5.11.

"**Security Agreements**" means the Quebec Security Documents, the U.S. Security Agreement, the Lassonde Pledge Agreement, the Luxembourg Pledge Agreement and the Luxembourg Security Agreement.

"**Security Documents**" means each of the Security Agreements, each Mortgage, each Control Agreement, each Landlord Access Agreement, each Bailee Letter, the LuxCo Assignment Agreement and each other security document or pledge agreement delivered in accordance with applicable local or foreign Legal Requirements to grant a valid, enforceable, perfected security interest or hypothec (with the priority required under the Loan Documents) in any Property as collateral for the Secured Obligations, and all UCC, RPMRR, PPSA or other financing statements or instruments of perfection required by this Agreement, any Security Agreement, any Mortgage, any Control Agreement or any other such security document or pledge agreement to be filed or registered with respect to the security interests or hypothecs in Property created pursuant to any Security Agreement, any Mortgage, any Control Agreement and any other document or instrument utilized to pledge any Property as collateral for the Secured Obligations.

"**Sellers**" has the meaning set forth in the recitals hereto.

"**Solvency Certificate**" has the meaning set forth in clause (h) of Article IV.

“**SPC**” has the meaning set forth in Section 11.04(h).

“**Specified Representations**” means the following: (a) such of the representations and warranties made by the Target in the Acquisition Documents that are material to the interests of the Lenders, but only to the extent that Holdings, MergerSub, Lassonde or any of their respective Affiliates has the right to terminate its obligations under the Acquisition Agreement as a result of a breach of such representations and warranties in the Acquisition Agreement, (b) the representations and warranties set forth in Section 3.01(a), Section 3.01(b) (as to the execution, delivery and performance of the Loan Documents only), 3.02, 3.03(a), (b), (c)(y) and (d), 3.07(d), 3.08(a), 3.10, 3.11, 3.12, 3.16, 3.20, 3.22 and 3.23 and (c) the representations and warranties set forth in (i) Section 4.2 and Section 4.9 of the U.S. Security Agreement, (ii) Section 6.1.8 of each Quebec Security Agreement, (iii) Sections 3.1.1, 3.1.2, 3.1.3, clause (i) of Section 3.1.4 (as to organizational documents only), clause (iii) of Section 3.1.4 (in any material respect), 3.1.5, 3.1.6, 3.1.11 and 3.1.14 of each Lassonde Pledge Agreement and (iv) clauses (ii), (iii), (iv), (viii), (xii), (xiii) (subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors’ rights generally, regardless of whether considered in a proceeding in equity or at law) and (xiv) of Section 4 of the Luxembourg Pledge Agreement.

“**Statutory Reserves**” means, for any day during any Interest Period for any Eurodollar Borrowing, the average maximum rate (expressed as a decimal) at which liquid assets, reserves or similar requirements (including any marginal, supplemental, special or emergency reserves or other requirements) are required to be maintained or fees or other levies are required to be paid, during such Interest Period under regulations issued from time to time, including Regulation D (the “**Reserve Regulations**”), for member banks of the United States Federal Reserve System in New York City with deposits exceeding one billion Dollars against or by reference to Eurocurrency funding liabilities (currently referred to as “Eurocurrency liabilities” (as such term is used in Regulation D)). Eurodollar Borrowings shall be deemed to constitute Eurodollar liabilities and to be subject to such reserve, liquid asset, fee, levy or similar requirements without benefit of or credit for proration, exceptions or offsets which may be available from time to time to any Lender under any applicable law, including the Reserve Regulations. The Statutory Reserves shall be adjusted automatically on and as of the effective date of any change in any reserve, liquid asset, fee levy or similar requirement.

“**Stockholders’ Agreement**” means the Stockholders’ Agreement dated as of the date hereof among Parent, Holdings, Clement Pappas, 3346625 Canada Inc., a Canadian corporation, Lassonde (U.S.A.) Inc., a Canadian corporation, Borrower and the other shareholders of Parent from time to time party thereto.

“**Subordinated Indebtedness**” means Indebtedness of any Company that is (or purports to be) by its terms subordinated in right of payment to all or any portion of the Secured Obligations, which includes Indebtedness evidenced by the Convertible Loan Documents and the LuxCo Loan Documents.

“**Subordination Agreement**” means a subordination agreement, substantially in the form of Exhibit G, among Jefferies Finance LLC, as administrative agent and collateral agent under the LuxCo Loan Agreement,, Borrower and the Administrative Agent.

“**Subsidiary**” means, with respect to any Person (the “**parent**”) at any date, (a) any Person the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with GAAP as of such date, (b) any other corporation, limited liability company, association or other business entity of which securities or other ownership interests representing more than 50% of the voting power of all Equity Interests entitled (without regard to the occurrence of any contingency) to vote in the election of the Board of Directors thereof are, as of such date, owned, controlled or held by the parent and/or one or more subsidiaries of the parent, (c) any partnership (i) the sole general partner or the managing general partner of which is the parent and/or one or more subsidiaries of the parent or (ii) the only general partners of which are the parent and/or one or more subsidiaries of the parent and (d) any other Person that is otherwise Controlled by the parent and/or one or more subsidiaries of the parent. Unless the context requires otherwise, "**Subsidiary**" refers to a Subsidiary of Clement Pappas.

"**Supermajority Lenders**" means, at any time, Lenders having Loans and unused Commitments representing more than 66-⅔% of the sum of all Loans outstanding and unused Commitments at such time.

"**Survey**" means an ALTA/ACSM or equivalent Canadian survey (including a certificate of location) of any Mortgaged Property (and all improvements thereon) which is (a) (i) prepared by a surveyor or engineer licensed to perform surveys in the state, country, province or territory where such Mortgaged Property is located, (ii) dated (or redated) not earlier than six months before the date of delivery thereof unless there shall have occurred within six months before such date of delivery any exterior construction on the site of such Mortgaged Property or any easement, right of way or other interest in the Mortgaged Property has been granted or become effective through operation of applicable Legal Requirements or otherwise with respect to such Mortgaged Property which, in either case, can be depicted on a survey, in which events, as applicable, such survey shall be dated (or redated) after the completion of such construction or if such construction shall not have been completed as of such date of delivery, not earlier than 20 days before such date of delivery, or after the grant or effectiveness of any such easement, right of way or other interest in the Mortgaged Property, (iii) certified by the surveyor (in a manner reasonably acceptable to the Collateral Agent) to the Administrative Agent, the Collateral Agent and the Title Company, (iv) complying in all respects with the minimum detail requirements of the American Land Title Association or equivalent Canadian or provincial body as such requirements are in effect on the date of preparation of such survey and (v) sufficient for the Title Company to remove all standard survey exceptions from the title insurance policy (or commitment) relating to such Mortgaged Property and issue endorsements that are reasonably acceptable to the Collateral Agent or (b) otherwise reasonably acceptable to the Collateral Agent.

"**Syndication Agent**" has the meaning set forth in the preamble hereto.

"**Synthetic Lease**" means, as to any Person, (a) any lease (including leases that may be terminated by the lessee at any time) of any Property (i) that is accounted for as an operating lease under GAAP and (ii) in respect of which the lessee retains or obtains ownership of the Property so leased for U.S. or foreign federal income tax purposes, other than any such lease under which such Person is the lessor or (b) (i) a synthetic, off-balance sheet or tax retention lease, or (ii) an agreement for the use or possession of Property (including a Sale and Leaseback Transaction), in each case under this clause (b), creating obligations that do not appear on the balance sheet of such Person but which, upon the application of any Insolvency Laws to such Person, would be characterized as the indebtedness of such Person (without regard to accounting treatment).

"**Synthetic Lease Obligations**" means, as to any Person, an amount equal to the capitalized amount of the remaining lease payments under any Synthetic Lease that would appear on a balance sheet of such Person in accordance with GAAP if such obligations were accounted for as Capital Lease Obligations.

"Target" has the meaning set forth in the recitals hereto.

"**Tax Returns**" means all returns, statements, filings, attachments and other documents or certifications filed or required to be filed in respect of Taxes.

"**Taxes**" means (a) any and all present or future taxes, duties, levies, imposts, assessments, fees, deductions, withholdings or other similar charges, whether computed on a separate, consolidated, unitary, combined or other basis and any and all liabilities (including interest, fines, penalties or additions to taxes, duties, levies, imposts, assessments, fees, deductions, withholdings or other similar charges) with respect to any of the foregoing) with respect to the foregoing, and (b) any transferee, successor, joint and several, contractual or other liability (including liability pursuant to Treasury Regulation § 1.1502-6 (or any similar provision of state, local or non-U.S. law)) in respect of any item described in clause (a).

"**Termination Date**" means the date on which (a) all Commitments have been permanently terminated, (b) all Loans and all other Secured Obligations (except unmatured contingent obligations for which no claim has been asserted) have been paid in full in cash or immediately available funds and (c) all Lender Hedge Agreements have been terminated and no Hedging Obligations thereunder shall be outstanding.

"**Test Period**" means, at any time, the four consecutive fiscal quarters of Borrower then ending or then last ended, as the case may be (in each case taken as one accounting period), for which financial statements are required to be delivered pursuant to Section 5.01(a) or Section 5.01(b).

"**Title Company**" means any title insurance company as shall be retained by Borrower and reasonably acceptable to the Collateral Agent.

"**Title Policy**" means any policy of title insurance (or marked up title insurance commitment having the effect of a policy of title insurance) insuring the Lien of any Mortgage as a valid first mortgage Lien on the Mortgaged Property and fixtures described therein in an amount reasonably required by the Collateral Agent, which policy (or such marked-up commitment) shall (a) be issued by a Title Company, and (b) be in form and substance acceptable to the Collateral Agent.

"**Total Leverage Ratio**" means, at any time, the ratio of (a) Consolidated Indebtedness at such time to (b) Consolidated EBITDA for the Test Period then most recently ended.

"**Transaction Documents**" means the Acquisition Documents, the Revolving Credit Documents, the Convertible Loan Documents, the LuxCo Loan Documents, the Equity Contribution Agreement and the Loan Documents.

"**Transaction Parties**" means each of the Companies, ALI and Lassonde.

"**Transactions**" means the transactions to occur pursuant to, or contemplated by, the Transaction Documents, including (a) the consummation of the Acquisition, including the Merger, (b) the execution, delivery and performance of the Loan Documents and the making of the initial Loans hereunder, (c) the execution, delivery and performance of the Convertible Loan Documents and the making of the initial loans and advances thereunder and the making of the LuxCo Equity Contribution, in each case with the proceeds of the Loans, (d) the execution, delivery and performance of the LuxCo Loan Documents and the making of the initial loans and advances thereunder with the proceeds of the loans under the Convertible Loan Documents and the LuxCo Equity Contribution, (e) the execution, delivery and performance of the Revolving Credit Documents and the making of the initial loans thereunder in an aggregate principal amount not to exceed the amount set forth in paragraph (d)(iv) of Article IV, (f) the Equity Financing, (g) the Refinancing and (h) the payment of all related prepayment premiums, accrued interest, fees, commissions, costs and expenses to be paid on or before the Closing Date owing in connection with any of the foregoing.

"**Transferred Guarantor**" has the meaning set forth in Section 7.09.

"**Type**" means, when used in reference to any Loan or Borrowing, a reference to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined on the basis of Adjusted LIBO Rate or the Alternate Base Rate.

"**UCC**" means the Uniform Commercial Code as in effect from time to time (except as otherwise specified) in any applicable state or jurisdiction.

"**Unfunded Pension Liability**" means the excess of a Pension Plan's benefit liabilities over the current value of that Pension Plan's assets, as determined on the latest valuation date for the Pension Plan, and in accordance with the actuarial assumptions used for funding the Pension Plan pursuant to Sections 412 and 430 of the Code or Sections 302 or 303 of ERISA for the applicable plan year.

"**United States**" and "**U.S.**" means the United States of America.

"**U.S. Security Agreement**" means a pledge and security agreement, substantially in the form of Exhibit K-1 among the Loan Parties party thereto from time to time and the Collateral Agent for the benefit of the Secured Parties, as the same may be supplemented, amended or otherwise modified from time to time, including by one or more Joinder Agreements.

"**Yield Differential**" means, with respect to any Loans made pursuant to Section 2.17, (a) the interest rate applicable to such Loans *minus* (b) the interest rate applicable to Loans set forth in Section 2.06. For the purpose of this definition, "interest rate" shall be deemed to include the applicable interest rate margin, interest rate floors, OID and similar yield related discounts, deductions or payments.

"**Voting Stock**" means, with respect to any Person, any class or classes of Equity Interests pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the Board of Directors of such Person.

"**Wholly Owned Subsidiary**" means, as to any Person, (a) any corporation 100% of whose capital stock (other than directors' qualifying shares to the extent required under applicable Legal Requirements) is at the time owned by such Person and/or one or more Wholly Owned Subsidiaries of such Person and (b) any partnership, association, joint venture, limited liability company or other entity in which such Person and/or one or more Wholly Owned Subsidiaries of such Person have a 100% equity interest (other than directors' qualifying shares to the extent required under applicable Legal Requirements) at such time.

Section 1.02 Classification of Loans and Borrowings. For purposes of this Agreement, Loans and Borrowings may be classified and referred to by Type (*e.g.*, a "Eurodollar Loan" or a "Eurodollar Borrowing").

Section 1.03 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The words "asset" and "Property" shall be construed to have the same meaning and effect. The word "will" shall be construed to have the same meaning and effect as the word "shall." Unless the context requires otherwise (a) any definition of or reference to any Loan Document, agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth in any Loan Document), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, unless otherwise indicated and (e) any reference to any law or regulation shall (i) include all statutory and regulatory provisions consolidating, amending, replacing or interpreting or supplementing such law or regulation, and (ii) unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time. This Section 1.03 shall apply, *mutatis mutandis*, to all Loan Documents.

Section 1.04 Accounting Terms; GAAP. Except as otherwise expressly provided herein, all financial statements to be delivered pursuant to this Agreement shall be prepared in accordance with GAAP as in effect from time to time and all terms of an accounting or financial nature shall be construed and interpreted in accordance with GAAP, as in effect as of the date hereof. If at any time any change in GAAP or the application thereof would affect the computation of any financial ratio set forth in any Loan Document or any financial definition of any other provision of any Loan Document, and Borrower, the Administrative Agent or the Required Lenders shall so request, the Administrative Agent and Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP or the application thereof (subject to approval by the Required Lenders and Borrower); *provided* that, until so amended, such ratio or requirement shall continue to be computed in accordance with GAAP before such change, and Borrower shall provide to the Administrative Agent and the Lenders within five days after delivery of each certificate or financial report required hereunder that is affected thereby a written statement of a Financial Officer of Borrower setting forth in reasonable detail the differences (including any differences that would affect any calculations relating to the financial covenants as set forth in Section 6.10) that would have resulted if such financial statements had been prepared without giving effect to such change. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Accounting Standards Codification 825-10-25 (or any other Accounting Standards Codification or Financial Accounting Standard having a similar result or effect) to value any Indebtedness or other liabilities of any Company at "fair value", as defined therein.

Section 1.05 Pro Forma Calculations. With respect to any Test Period during which any increase in Commitments pursuant to Section 2.17, the Acquisition, any Permitted Acquisition or any Disposition occurs as permitted pursuant to the terms hereof, the financial covenants set forth in Section 6.10 and the Total Leverage Ratio for purposes of determining the Applicable Margin (if applicable) shall be calculated with respect to such period and such increase in Commitments, the Acquisition, such Permitted Acquisition or Disposition on a Pro Forma Basis.

Section 1.06 Rounding. Any financial ratios required to be satisfied in order for a specific action to be permitted under this Agreement shall be calculated by dividing the appropriate component by the other component, carrying the result to one place more than the number of places by which such ratio is expressed herein and rounding the result up or down to the nearest number (with a rounding-up if there is no nearest number).

Section 1.07 Resolution of Drafting Ambiguities. Each Loan Party acknowledges and agrees that it was represented by counsel in connection with the execution and delivery of the Loan Documents to which it is a party, that it and its counsel reviewed and participated in the preparation and negotiation hereof or thereof and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation hereof or thereof.

ARTICLE II
THE CREDITS

Section 2.01 Commitments. Subject to the terms and conditions and relying upon the representations and warranties herein set forth, each Lender agrees, severally and not jointly to make a term loan to Borrower on the Closing Date in the aggregate principal amount equal to its Commitment (collectively, the "**Loans**"). Amounts paid or prepaid in respect of Loans may not be reborrowed.

Section 2.02 Loans. (a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their applicable Commitments; *provided* that the failure of any Lender to make any Loan shall not in itself relieve any other Lender of its obligation to lend hereunder (it being understood, however, that no Lender shall be responsible for the failure of any other Lender to make any Loan required to be made by such other Lender). Any Borrowing shall be in an aggregate principal amount that is (i) an integral multiple of $500,000 and not less than $500,000 or (ii) equal to the remaining available balance of the applicable Commitments.

(b) Subject to Section 2.11 and Section 2.12, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as Borrower may request pursuant to Section 2.03. Each Lender may at its option make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; *provided* that any exercise of such option shall not affect the obligation of the Lender to make such Loan and Borrower to repay such Loan in accordance with the terms of this Agreement. Borrowings of more than one Type may be outstanding at the same time; *provided* that Borrower shall not be entitled to request any Borrowing that, if made, would result in more than five Eurodollar Borrowings outstanding hereunder at any one time. For purposes of the foregoing, Borrowings having different Interest Periods, regardless of whether they commence on the same date, shall be considered separate Borrowings.

(c) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds to such account in New York City as the Administrative Agent may designate (and the Administrative Agent may apply cash collateral provided for this purpose) not later than 10:00 a.m., New York City time, and the Administrative Agent shall promptly credit the amounts so received to an account as directed by Borrower in the applicable Borrowing Request or, if a Borrowing shall not occur on such date because any condition precedent herein specified shall not have been met, return the amounts so received to the respective Lenders within two Business Days.

(d) Unless the Administrative Agent shall have received written notice from a Lender before the date of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's portion of such Borrowing, the Administrative Agent may assume that such Lender has made such portion available to the Administrative Agent on the date of such Borrowing in accordance with Section 2.02(c), and the Administrative Agent may, in reliance upon such assumption, make available to Borrower on such date a corresponding amount. If the Administrative Agent shall have so made funds available, then, to the extent that such Lender shall not have made such portion available to the Administrative Agent, such Lender and Borrower severally agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to Borrower until the date such amount is repaid to the Administrative Agent at (i) in the case of such Lender, the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules or practices on interbank compensation, and (ii) in the case of Borrower, the interest rate applicable at the time to ABR Loans. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount shall constitute such Lender's Loan as part of such Borrowing for purposes of this Agreement, and

Borrower's obligation to repay the Administrative Agent such corresponding amount pursuant to this Section 2.02(d) shall cease.

(e) Notwithstanding any other provision of this Agreement, Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Maturity Date.

Section 2.03 Borrowing Procedure. To request a Borrowing, Borrower shall deliver, by hand delivery or facsimile (or transmit by other electronic transmission, if arrangements for doing so have been approved in writing by the Administrative Agent), a duly completed and executed Borrowing Request to the Administrative Agent (i) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (ii) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each Borrowing Request shall be irrevocable and shall specify the following information in compliance with Section 2.02:

(a) the aggregate amount of such Borrowing;

(b) the date of such Borrowing, which shall be a Business Day;

(c) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(d) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto;

(e) the location and number of Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.02(c); and

(f) that the conditions set forth in clauses (r) and (s) of Article IV (or, in the case of a Borrowing under Section 2.17, Section 2.17(c)(B) thereof) are satisfied as of the date of the notice.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then Borrower shall be deemed to have selected an Interest Period of one month's duration. Notwithstanding anything to the contrary, no Eurodollar Borrowings may be requested or made prior to the Derisk Date. Promptly following receipt of a Borrowing Request in accordance with this Section 2.03, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

Section 2.04 Evidence of Debt; Repayment of Loans. (a) Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender, the principal amount of each Loan of such Lender as provided in Section 2.09.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of Borrower to such Lender resulting from each Loan made by such Lender from time to time, including the amounts of principal and interest payable and paid to such Lender from time to time under this Agreement.

(c) The Administrative Agent shall maintain accounts in which it will record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from Borrower to each

Lender hereunder, and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to Section 2.04(b) and Section 2.04(c) shall be *prima facie* evidence of the existence and amounts of the obligations therein recorded; *provided* that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligations of Borrower and the other Loan Parties to pay, and perform, the Obligations in accordance with the Loan Documents. In the event of any conflict between the accounts and records maintained by any Lender and the accounts and records of the Administrative Agent in respect of such entries, the accounts and records of the Administrative Agent shall control in the absence of manifest error.

(e) Any Lender by written notice to Borrower (with a copy to the Administrative Agent) may request that Loans made by it be evidenced by a promissory note. In such event, Borrower shall promptly (and, in all events, within five Business Days of receipt of such request) prepare, execute and deliver to such Lender a promissory note payable to such Lender in the form of Exhibit I. Thereafter, the Loans evidenced by such Note and interest thereon shall at all times (including after assignment pursuant to Section 11.04) be represented by one or more Notes in such form.

Section 2.05 Fees. (a) **Administrative Agent Fees.** Borrower agrees to pay to the Administrative Agent, for its own account, the administrative fees set forth in the Fee Letter and such other fees payable in the amounts and at the times separately agreed upon between Borrower and the Administrative Agent (the "**Administrative Agent Fees**").

(b) Other Fees. Borrower agrees to pay the Arrangers, for their own account, fees payable in the amounts and at the times separately agreed upon in the Fee Letter and otherwise between Borrower and the applicable Arrangers.

(c) Payment of Fees. All Fees shall be paid on the dates due, in immediately available funds in Dollars, to the Administrative Agent for distribution, if and as appropriate, among the Arrangers. Once paid, none of the Fees shall be refundable under any circumstances.

Section 2.06 Interest on Loans. (a) Subject to the provisions of Section 2.06(c), the Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin in effect from time to time.

(b) Subject to the provisions of Section 2.06(c), the Loans comprising each Eurodollar Borrowing shall bear interest at a rate per annum equal to the Adjusted LIBO Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin in effect from time to time.

(c) Notwithstanding the foregoing, at any time that a Default or an Event of Default has occurred and is continuing, all Obligations shall bear interest, after as well as before judgment, at a per annum rate equal to (i) in the case of principal of, or interest on, any Loan, 2.0% plus the rate otherwise applicable to such Loan as provided in Section 2.06(a) and Section 2.06(b) or (ii) in the case of any other Obligation, 2.0% plus the rate applicable to ABR Loans as provided in Section 2.06(a) (in either case, the "**Default Rate**"); *provided* that no amount shall be payable pursuant to Section 2.06(c) to a Defaulting Lender with one or more Defaulted Loans.

(d) Accrued interest on each Loan shall be payable in arrears on each Interest Payment Date for such Loan; *provided* that (i) interest accrued pursuant to Section 2.06(c) (including interest on past due interest) and all interest accrued but unpaid on or after the Maturity Date shall be payable on demand, (ii) in the event of any repayment or prepayment of any Loan, accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment; it being understood that interest on any Loan that is the subject of a mandatory prepayment shall continue to accrue on amounts deposited in the Breakage Prepayment Account as provided in Section 2.10(j) hereof and will be payable at the end of the Interest Period for such Loan and (iii) in the event of any conversion of any Eurodollar Loan before the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion.

(e) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Prime Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day); *provided* that any Loan that is repaid on the same day on which it is made shall, subject to Section 2.14, bear interest for one day. The applicable Alternate Base Rate or Adjusted LIBO Rate shall be determined by the Administrative Agent in accordance with the provisions of this Agreement and such determination shall be conclusive absent manifest error. Interest hereunder shall be due and payable in accordance with the terms hereof before and after judgment, and before and after the commencement of any Insolvency Proceeding or Luxembourg Insolvency Proceeding.

Section 2.07 Termination and Reduction of Commitments. (a) The Commitments available on the Closing Date shall automatically terminate at 5:00 p.m., New York City time, on the Closing Date. The Commitments available under any Incremental Loan Amendment shall terminate as set forth in such Incremental Loan Amendment, but in no event later than the time the applicable Loans thereunder shall have been advanced to Borrower.

(b) At its option, Borrower may at any time terminate, or from time to time permanently reduce, the Commitments; *provided* that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $500,000 and not less than $500,000.

(c) Borrower shall notify the Administrative Agent in writing of any election to terminate or reduce the Commitments under Section 2.07(b) at least five Business Days before the effective date of such termination or reduction (which effective date shall be a Business Day), specifying such election and the effective date thereof. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by Borrower pursuant to this Section 2.07 shall be irrevocable. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitment.

Section 2.08 Interest Elections. (a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. Thereafter, Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section 2.08. Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing. Notwithstanding anything to the contrary in this Agreement, (i) Borrower shall not be entitled to request any conversion or continuation that, if made, would result in the number of outstanding Eurodollar Borrowings hereunder exceeding the maximum permitted by Section 2.02(b) and (ii) Borrower shall not be entitled to request any conversion of an ABR Borrowing to a Eurodollar Borrowing prior to the Derisk Date.

(b) To make an election pursuant to this Section 2.08, Borrower shall deliver, by hand delivery or facsimile (or transmit by other electronic transmission, if arrangements for doing so have been approved in writing by the Administrative Agent), a duly completed and executed Interest Election Request to the Administrative Agent not later than the time that a Borrowing Request would be required under Section 2.03 if Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each Interest Election Request shall be irrevocable.

(c) Each Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, or if outstanding Borrowings are being combined, allocation to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period."

If any such Interest Election requests a Eurodollar Borrowing but does not specify an Interest Period, then Borrower shall be deemed to have selected an Interest Period of one month's duration. Notwithstanding anything to the contrary, no Eurodollar Borrowings may be requested or made prior to the Derisk Date.

(d) Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If an Interest Election Request with respect to a Eurodollar Borrowing is not timely delivered before the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing, the Administrative Agent or the Required Lenders may require, by notice to Borrower, that (i) no outstanding Borrowing may be converted to or continued as a Eurodollar Borrowing and (ii) unless repaid, each Eurodollar Borrowing shall be converted to an ABR Borrowing at the end of the Interest Period applicable thereto.

Section 2.09 Amortization of Borrowings. (a) On each Loan Repayment Date, Borrower shall pay to the Administrative Agent, for the account of the Lenders, in equal installments in an aggregate principal amount of 0.25% of the aggregate principal amount of the Loans borrowed on the Closing Date (as adjusted from time to time pursuant to Section 2.10(f) and in connection with any additional Loans made pursuant to Section 2.17), together in each case with accrued and unpaid interest on the principal amount to be paid to but excluding the date of such payment.

(b) To the extent not previously irrevocably paid in full in cash, all Loans shall be due and payable on the Maturity Date.

Section 2.10 Optional and Mandatory Prepayments of Loans. (a) Optional Prepayments. Borrower shall have the right at any time and from time to time, subject to the Intercreditor Agreement, to prepay any Borrowing, in whole or in part, subject to the requirements of this Section 2.10; *provided* that each partial prepayment shall be in an amount that is an integral multiple of $500,000 and not less than $500,000 or, if less, the outstanding principal amount of such Borrowing.

(b) Asset Sales. Not later than five Business Days following the receipt of any Net Cash Proceeds of any Asset Sale by any Company, subject to the Intercreditor Agreement, Borrower shall apply an aggregate amount equal to 100% of such Net Cash Proceeds to make prepayments in accordance with Section 2.10(g); *provided* that:

(i) so long as no Default shall then exist or would arise therefrom, such proceeds shall not be required to be so applied on such date to the extent that Borrower shall have delivered an Officers' Certificate to the Administrative Agent on or before such date stating that such Net Cash Proceeds are reasonably expected to be reinvested in fixed or capital assets of any Loan Party within 270 days following the date of such Asset Sale (which Officers' Certificate shall set forth the estimates of the proceeds to be so expended); *provided* that, if the Property subject to such Asset Sale constituted Collateral, then all Property purchased or otherwise acquired with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the first priority perfected Lien (subject to Permitted Collateral Liens) of the applicable Security Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 5.11 and Section 5.12; and

(ii) if all or any portion of such Net Cash Proceeds is not so reinvested within such 270-day period, such unused portion shall be applied on the last day of such period as a mandatory prepayment as provided in this Section 2.10(b).

(c) Debt Issuance or Preferred Stock Issuance. Not later than one Business Day following the receipt of any Net Cash Proceeds of any Debt Issuance or Preferred Stock Issuance by Holdings or its Subsidiaries, Borrower shall make prepayments in accordance with Section 2.10(g) and Section 2.10(h) in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(d) Equity Issuance. (i) Not later than five Business Days following the receipt of any Net Cash Proceeds of any Equity Issuance, Borrower shall make prepayments in accordance with Section 2.10(g) and Section 2.10(h) in an aggregate principal amount equal to 50% of such Net Cash Proceeds and (ii) not later than three Business Days following the receipt of any Net Cash Proceeds of any Permitted Cure Securities, Borrower shall make prepayments in prepayments in accordance with Section 2.10(g) and Section 2.10(h) in an aggregate principal amount equal to 100% of such Net Cash Proceeds.

(e) Casualty Events. Not later than five Business Days following the receipt of any Net Cash Proceeds from a Casualty Event by any Company, subject to the Intercreditor Agreement, Borrower shall apply an amount equal to 100% of such Net Cash Proceeds to make prepayments in accordance with Section 2.10(g); *provided* that:

(i) so long as no Event of Default shall then exist or would arise therefrom, such proceeds shall not be required to be so applied on such date to the extent that Borrower shall have delivered an Officers' Certificate to the Administrative Agent on or before such date stating that such proceeds are expected to be used to repair, replace or restore any Property in respect of which such Net Cash Proceeds were paid or to reinvest in fixed or capital assets of any Loan Party, no later than 270 days following the date of receipt of such proceeds (which Officers' Certificate shall set forth the estimates of the proceeds to be so expended); *provided* that (A) if the Property subject to such Casualty Event constituted Collateral, then all Property purchased or otherwise acquired with the Net Cash Proceeds thereof pursuant to this subsection shall be made subject to the first priority perfected Lien (subject to Permitted Liens) of the applicable Security Documents in favor of the Collateral Agent, for its benefit and for the benefit of the other Secured Parties in accordance with Section 5.11 and Section 5.12; and (B) if such Company has commenced such repair, replacement or restoration within such 270-day period and has prosecuted same diligently, the Administrative Agent may in its sole discretion at the written request of such Company extend such 270-day period to permit completion of such repair, replacement or restoration so long as such Company continues to diligently prosecute same; and

(ii) if all or any portion of such Net Cash Proceeds shall not be so applied within such 270-day period, such unused portion shall be applied on the last day of such period as a mandatory prepayment as provided in this Section 2.10(e).

(f) Excess Cash Flow. No later than five Business Days after the date that is the earlier of (i) 90 days after the end of each Excess Cash Flow Period and (ii) the date on which the financial statements of Clement Pappas and its Subsidiaries with respect to such fiscal year in which such Excess Cash Flow Period occurs are delivered pursuant to Section 5.01(a), Borrower shall make prepayments in accordance with Section 2.10(g) and Section 2.10(h) in an aggregate principal amount equal to (A) the following percentage of Excess Cash Flow for the Excess Cash Flow Period then ended based on the Total Leverage Ratio at the end of such Excess Cash Flow Period:

Total Leverage Ratio	**Percentage of Excess Cash Flow**
Greater than or equal to 2.50 to 1.00	75%
Less than 2.50 to 1.00	50%

minus (B) the aggregate amount of Excluded Voluntary Prepayments made during such Excess Cash Flow Period.

(g) Application of Prepayments.

(i) Before any prepayment or repayment hereunder, Borrower shall select the Borrowing or Borrowings to be prepaid and shall specify such selection in the notice of such prepayment pursuant to Section 2.10(g)(iii), subject to the provisions of this Section 2.10(g)(i). Any prepayments of Loans pursuant to Section 2.10(b) through (f) shall be applied *first* to reduce scheduled payments required under Section 2.09(a) for the next four scheduled Loan Repayment Dates in direct order of maturity and, thereafter, on a *pro rata* basis among the payments remaining to be made on each Loan Repayment Date. Optional prepayments of Loans pursuant to Section 2.10(a) shall be applied to the Loans in the manner directed by Borrower.

(ii) Amounts to be applied pursuant to this Section 2.10 to the prepayment of Loans shall be applied, as applicable, first to reduce outstanding ABR Loans. Any amounts remaining after each such application shall be applied to prepay Eurodollar Loans.

(iii) Notice of Prepayment. Borrower shall notify the Administrative Agent by written notice of any prepayment hereunder (A) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days (or, in the case of Section 2.10(c), one Business Day) before the date of prepayment, and (B) in the case of prepayment of an ABR Borrowing, not later than 11:00 a.m., New York City time, one Business Day before the date of prepayment. Each such notice shall be irrevocable. Each such notice shall specify the prepayment date, the principal amount of each Borrowing or portion thereof to be prepaid and, in the case of a mandatory prepayment, a reasonably detailed calculation of the amount of such prepayment. Promptly following receipt of any such notice, the Administrative Agent shall advise the Lenders of the contents thereof. Such notice to the Lenders may be by electronic communication. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of a Borrowing of the same Type as provided in Section 2.02, except as necessary to apply fully the required amount of a mandatory prepayment. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing and otherwise in accordance with this Section 2.10. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.06.

(h) Loan Call Protection. Notwithstanding anything to the contrary in the foregoing, in connection with any a Repricing Event that occurs on or before the first anniversary of the Closing Date, Borrower shall pay to the Administrative Agent for the account of each Lender affected thereby in accordance with such Lender's pro rata share, a premium equal to 1.00% of the Loans subject to such Repricing Event. Such premium shall be paid by Borrower on the date of the Repricing Event in immediately available funds and in accordance with Section 2.14.

(i) No Consent. Notwithstanding anything in this Agreement to the contrary, the mandatory prepayments required pursuant to Section 2.10(b) through (f) above shall not be deemed to constitute a consent to any Asset Sale, Debt Issuance, Preferred Stock Issuance, Equity Issuance or Casualty Event not otherwise expressly permitted pursuant to Article VI hereof.

(j) Breakage Prepayment Account. Amounts required pursuant to Section 2.10(b) through (f) above to prepay any Eurodollar Borrowing shall be deposited in a Breakage Prepayment Account (as defined below) if Borrower so requests in order to mitigate the incurrence of costs under Section 2.13. On the last day of the Interest Period of such Eurodollar Borrowing, the Administrative Agent shall apply any cash on deposit in such Breakage Prepayment Account to amounts due in respect of such Eurodollar Borrowing until all amounts due in respect thereof have been satisfied (with any remaining funds being returned to Borrower) or until all the allocable cash on deposit has been exhausted. For purposes of this paragraph (j), the term "**Breakage Prepayment Account**" means an account established by Borrower with the Administrative Agent for the sole benefit of the Lenders and over which the Administrative Agent shall have exclusive dominion and control, including the exclusive right of withdrawal for application in accordance with this paragraph (j). The Administrative Agent will, at the request of Borrower, invest amounts on deposit in a Breakage Prepayment Account in short-term, cash equivalent investments selected by the Administrative Agent in consultation with Borrower that mature prior to the last day of the Interest Period of the applicable Eurodollar Borrowing; *provided*, *however*, that the Administrative Agent shall have no obligation to invest amounts on deposit in a Breakage Prepayment Account if a Default or Event of Default shall have occurred and be continuing. Borrower shall indemnify the Administrative Agent for any losses relating to the investments made at the request or direction of Borrower so that the amount available to prepay amounts due in respect of the applicable Eurodollar Borrowing on the last day of the applicable Interest Period is not less than the amount that would have been available had no investments been made pursuant thereto. Other than any interest earned on such investments (which shall be for the account of Borrower, to the extent not necessary for the prepayment of Eurodollar Borrowings in accordance with this Section), the Breakage Prepayment Account shall not bear interest. Interest or profits, if any, on such investments in any Breakage Prepayment Account shall be deposited in such Breakage Prepayment Account and reinvested and disbursed as specified above.

Section 2.11 Alternate Rate of Interest. If before the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be final and conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Adjusted LIBO Rate for such Interest Period; or

(b) the Administrative Agent is advised in writing by the Required Lenders that the Adjusted LIBO Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders of making or maintaining their Loans included in such Borrowing for such Interest Period;

then the Administrative Agent shall give written notice thereof to Borrower and the Lenders as promptly as practicable thereafter and, until the Administrative Agent notifies Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective and any Eurocurrency Borrowing shall be automatically converted into an ABR Borrowing on the last day of the then current Interest Period applicable thereto and (ii) if any Borrowing Request requests a Eurodollar Borrowing, such Borrowing shall be made as an ABR Borrowing.

Section 2.12 Increased Costs; Change in Legality. (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, special deposit, compulsory loan, insurance charge or similar requirement against Property of, deposits with or for the account of, or credit extended by or participated in by, any Lender (except any such reserve requirement reflected in the Adjusted LIBO Rate);

(ii) subject any Lender to any Tax of any kind whatsoever with respect to this Agreement or any Eurodollar Loan made by it, or change the basis of taxation of payments to such Lender in respect thereof (except for Indemnified Taxes or Other Taxes covered by Section 2.15 and the imposition of, or any change in the rate of, any Excluded Tax payable by such Lender); or

(iii) impose on any Lender or the London interbank market any other condition, cost or expense affecting this Agreement or Eurodollar Loans made by such Lender or participation therein;

and the result of any of the foregoing shall be to increase the cost to such Lender of making or maintaining any Eurodollar Loan (or of maintaining its obligation to make any such Loan) or to increase the cost to such Lender or such Lender's holding company, if any, then Borrower will pay to such Lender such additional amount or amounts as will compensate such Lender for such additional costs incurred or reduction suffered, it being understood that, to the extent duplicative of the provisions of Section 2.15, this Section 2.12 shall not apply to Taxes. The protection of this Section 2.12 shall be available to each

Lender regardless of any possible contention of the invalidity or inapplicability of the Change in Law that shall have occurred or been imposed.

(b) If any Lender determines (in good faith, but in its sole absolute discretion) that any Change in Law regarding Capital Requirements has or would have the effect of reducing the rate of return on such Lender's capital or on the capital of such Lender's holding company, if any, as a consequence of this Agreement, the Commitments of such Lender or the Loans made by such Lender, to a level below that which such Lender or such Lender's holding company could have achieved but for such Change in Law (taking into consideration such Lender's policies and the policies of such Lender's holding company with respect to capital adequacy), then from time to time Borrower will pay to such Lender, as the case may be, such additional amount or amounts as will compensate such Lender or such Lender's holding company, for any such reduction suffered.

(c) A certificate of a Lender setting forth in reasonable detail the amount or amounts necessary to compensate such Lender or its holding company, as the case may be, as specified in Section 2.12(a) or Section 2.12(b) shall be delivered to Borrower (with a copy to the Administrative Agent) and shall be conclusive and binding absent manifest error. Borrower shall pay such Lender the amount shown as due on any such certificate within three Business Days after receipt thereof.

(d) Failure or delay on the part of any Lender to demand compensation pursuant to this Section 2.12 shall not constitute a waiver of such Lender's right to demand such compensation; *provided* that Borrower shall not be required to compensate such Lender for any amount incurred more than 180 days prior to the date that such Lender notifies Borrower of the event that gives rise to such claim; *provided*, *further*, that, if the circumstance giving rise to such increased cost or reduction is retroactive, then such 180-day period referred to above shall be extended to include the period of retroactive effect thereof.

(e) Notwithstanding any other provision of this Agreement, if any Change in Law shall make it unlawful for any Lender to make or maintain any Eurodollar Loan or to give effect to its obligations as contemplated hereby with respect to any Eurodollar Loan, then, by written notice to Borrower and to the Administrative Agent:

(i) such Lender may declare that Eurodollar Loans will not thereafter (for the duration of such unlawfulness (as determined in good faith by such Lender)) be made by such Lender hereunder (or be continued for additional Interest Periods and ABR Loans will not thereafter (for such duration) be converted into Eurodollar Loans), whereupon any request for a Eurodollar Loan (or to convert an ABR Loan to a Eurodollar Loan or to continue a Eurodollar Loan for an additional Interest Period) shall, as to such Lender only, be deemed a request for an ABR Loan (or a request to continue an ABR Loan as such for an additional Interest Period or to convert a Eurodollar Loan into an ABR Loan, as the case may be), unless such declaration shall be subsequently withdrawn by such Lender by written notice to Borrower and to the Administrative Agent; and

(ii) such Lender may require that all outstanding Eurodollar Loans made by it be converted to ABR Loans, in which event all such Eurodollar Loans shall be automatically converted to ABR Loans as of the effective date of such notice as provided in Section 2.12(f).

In the event any Lender shall exercise its rights under clause (i) or (ii) above, all payments and prepayments of principal that would otherwise have been applied to repay the Eurodollar Loans that would have been made by such Lender or the converted Eurodollar Loans of such Lender shall instead be applied to repay the ABR Loans made by such Lender in lieu of, or resulting from the conversion of, such Eurodollar Loans.

(f) For purposes of Section 2.12(e), a notice to Borrower by any Lender shall be effective as to each Eurodollar Loan made by such Lender, if lawful, on the last day of the Interest Period then applicable to such Eurodollar Loan; in all other cases such notice shall be effective on the date of receipt by Borrower.

Section 2.13 Breakage Payments. In the event of (a) the payment or prepayment, whether optional or mandatory, of any principal of any Eurodollar Loan earlier than the last day of an Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan earlier than the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto or (d) the assignment of any Eurodollar Loan earlier than the last day of the Interest Period applicable thereto as a result of a request by Borrower pursuant to Section 2.16, then, in any such event, Borrower shall compensate each Lender for the loss, cost and expense attributable to such event and any liquidation or redeployment of deposits acquired by such Lender to make, maintain or convert to such Loan. In the case of a Eurodollar Loan, such loss, cost or expense to any Lender shall be deemed to include an amount determined by such Lender to be the excess, if any, of (i) the amount of interest that would have accrued on the principal amount of such Loan had such event not occurred, at the Adjusted LIBO Rate (together with any interest then payable at the Default Rate) that would have been applicable to such Loan, for the period from the date of such event to the last day of the then current Interest Period therefor (or, in the case of a failure to borrow, convert or continue, for the period that would have been the Interest Period for such Loan), over (ii) the amount of interest that would accrue on such principal amount for such period at the interest rate which such Lender would bid were it to bid, at the commencement of such period, for Dollar deposits of a comparable amount and period from other banks in the Eurodollar market, whether or not such Loan was in fact so funded. A certificate of any Lender setting forth in reasonable detail any amount or amounts that such Lender is entitled to receive pursuant to this Section 2.13 shall be delivered to Borrower (with a copy to the Administrative Agent) and shall be conclusive and binding absent manifest error. Borrower shall pay such Lender the amount shown as due on any such certificate within three Business Days after receipt thereof.

Section 2.14 Payments Generally; Pro Rata Treatment; Sharing of Setoffs. (a) Borrower shall make each payment required to be made by it hereunder or under any other Loan Document (whether of principal, interest or fees, prepayment fees pursuant to Section 2.10(h) or of amounts payable under Section 2.12, Section 2.13 or Section 2.15, or otherwise) on or before the time expressly required hereunder or under such other Loan Document for such payment (or, if no such time is expressly required, before 1:00 p.m., New York City time), on the date when due, in immediately available funds, without setoff, deduction or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 520 Madison Avenue, 19th Floor, New York, New York 10022 Attn: Account Manager – Clement Pappas, except that payments pursuant to Section 2.12, Section 2.13 or Section 2.15 and Section 11.03 shall be made directly to the Persons entitled thereto and payments pursuant to other Loan Documents shall be made to the Persons specified therein. The Administrative Agent shall distribute any such payments received by it for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment under any Loan Document shall be due on a day that is not a Business Day, unless specified otherwise, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments under each Loan Document shall be made in Dollars.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) *first*, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) *second*, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of setoff or counterclaim or otherwise (including by exercise of its rights under the Security Documents), obtain payment in respect of any principal of or interest on any of its Loans resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; *provided* that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to (A) any payment made by or on behalf of Borrower pursuant to and in accordance with the express terms of this Agreement (including the application of funds arising from the existence of a Defaulting Lender) or (B) any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to any Company or any Affiliates thereof (as to which the provisions of this paragraph shall apply). Each Loan Party consents to the foregoing and agrees, to the extent it may effectively do so under applicable Legal Requirements, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against each Loan Party rights of setoff and counterclaim with respect to such participation as fully as if such Lender were a direct creditor of such Loan Party in the amount of such participation. If under applicable Insolvency Law any Secured Party receives a secured claim in lieu of a setoff or counterclaim to which this paragraph applies, such Secured Party shall to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Secured Party under this paragraph to share in the benefits of the recovery of such secured claim.

(d) Unless the Administrative Agent shall have received written notice from Borrower before the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that Borrower will not make such payment, the Administrative Agent may assume that Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the Administrative Agent in accordance with banking industry rules or practices on interbank compensation.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.02(c), Section 2.14(d) or Section 11.03(e), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

Section 2.15 Taxes. (a) Any and all payments by or on account of any obligation of the Loan Parties hereunder or under any other Loan Document shall be made free and clear of and without deduction, reduction or withholding for any and all Indemnified Taxes or Other Taxes; *provided* that if any Indemnified Taxes or Other Taxes are required to be deducted, reduced or withheld from such payments under applicable Legal Requirements, then (i) the sum payable shall be increased as necessary so that after making all required deductions (including deductions, reductions or withholdings applicable to additional sums payable under this Section 2.15) the Administrative Agent or any Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions, reductions or withholdings been made, (ii) Borrower shall make or cause to be made such deductions, reductions or withholdings and (iii) Borrower shall timely pay or cause to be paid the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable Legal Requirements; *provided* that no increase shall be made to the sum payable under Section 2.15(a)(i) for or on account of any Indemnified Tax that would not have been imposed but for the Lender not dealing at arm's length with the Borrower or the payor of the payment for the purposes of the Income Tax Act (Canada).

(b) In addition, but without duplicating obligations pursuant to subsection (a) above, Borrower shall timely pay any Other Taxes to the relevant Governmental Authority in accordance with applicable Legal Requirements.

(c) Without duplicating obligations pursuant to subsection (a) or (b) above, Borrower shall indemnify the Administrative Agent and each Lender, within ten Business Days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes paid by the Administrative Agent or such Lender, as the case may be, on or with respect to any payment by or on account of any obligation of Borrower hereunder or under any other Loan Document (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section 2.15) and any penalties, interest and expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to Borrower by a Lender (in each case, with a copy delivered concurrently to the Administrative Agent), or by the Administrative Agent on its own behalf or on behalf of a Lender shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes and in any event within 30 days following any such payment being due, by or on behalf of Borrower to a Governmental Authority, Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent. If Borrower fails to pay or cause to be paid any Indemnified Taxes or Other Taxes when due to the appropriate Governmental Authority or fails to remit to the Administrative Agent the required receipts or other documentary evidence, the Borrower shall indemnify the Administrative Agent and each Lender for any incremental Taxes or expenses that may become payable by the Administrative Agent or such Lender, as the case may be, as a result of any such failure.

(e) The Administrative Agent and each Lender shall deliver to the Borrower (with a copy to the Administrative Agent), at the time or times prescribed by applicable Legal Requirements, such properly completed and executed documentation prescribed by applicable Legal Requirements or reasonably requested by Borrower or the Administrative Agent as will permit payments to be made hereunder or under any other Loan Document without withholding or at a reduced rate of withholding. Without limiting the generality of the foregoing, each Non-U.S. Lender shall to the extent requested by the Borrower (i) furnish either (a) two accurate and complete originally executed U.S. Internal Revenue Service Forms W-8BEN (or successor form) (b) two accurate and complete originally executed U.S. Internal Revenue Service Forms W-8ECI (or successor form) or (c) two accurate and complete originally executed U.S. Internal Revenue Service Forms W-8IMY and all requisite supporting documentation, certifying, in each case, to such Non-U.S. Lender's legal entitlement to an exemption or reduction from U.S. federal withholding tax with respect to all interest payments hereunder, and (ii) to the extent it may lawfully do so at such times, upon reasonable request by Borrower or the Administrative Agent, provide a new Form W-8BEN (or successor form), Form W-8ECI (or successor form) or Form W-8IMY (or successor form) upon the expiration or obsolescence of any previously delivered form to reconfirm any complete exemption from, or any entitlement to a reduction in, U.S. federal withholding tax with respect to any interest payment hereunder; *provided* that any Non-U.S. Lender that is not a "bank" within the meaning of Section 881(c)(3)(A) of the Code and is claiming the "portfolio interest exemption" under Section 881(c) of the Code shall also furnish a "Non-Bank Certificate" in the form of Exhibit L if it is furnishing a Form W-8BEN. If reasonably requested by Borrower or the Administrative Agent, each Non-U.S. Lender shall (and shall cause other Persons acting on its behalf to) take any action (including entering into an agreement with the Internal Revenue Service) and comply with any information gathering and reporting requirements, in each case, that are required to obtain the maximum available exemption from U.S. federal withholding taxes under FATCA, with respect to payments received by or on behalf of such Non-U.S. Lender; *provided* that a Non-U.S. Lender's breach of this sentence shall affect the rights only of the breaching Non-U.S. Lender, and not the rights of any other Non-U.S. Lender, under Section 2.15(a).

(f) The Administrative Agent and each Lender that is not a Non-U.S. Lender shall furnish two accurate and complete originally executed U.S. Internal Revenue Service Forms W-9 (or successor form).

(g) Each Lender and Administrative Agent shall promptly (A) notify the Borrower and the Administrative Agent of any change in such Lender's or the Administrative Agent's circumstances which would modify or render invalid any previously delivered form or documentation or any claimed exemption or reduction, and (B) take such steps as shall not be materially disadvantageous to it, in the reasonable judgment of such Lender or Administrative Agent, and as may be reasonably necessary (including the re-designation of its Lending Office) to avoid any requirement of applicable Legal Requirements of any jurisdiction that the Borrower or the Administrative Agent make any withholding or deduction for Taxes from amounts payable to such Lender. Each Lender or Administrative Agent that has delivered a form required herein shall, upon the reasonable request of the Borrower or the Administrative Agent, deliver to the Borrower and the Administrative Agent additional copies of such form (or successor thereto) on or before the date such form expires or becomes obsolete.

(h) Treatment of Certain Refunds. If the Administrative Agent or any Lender determines, in its sole discretion, that it has received a refund (or a credit against its future Tax liability in lieu of a refund) of any Taxes or Other Taxes as to which it has been indemnified by any Loan Party or with respect to which any Loan Party has paid additional amounts pursuant to this Section, it shall pay to such Loan Parties an amount equal to such refund or credit in lieu of a refund (but only to the extent of indemnity payments made, or additional amounts paid, by such Loan Parties under this Section with respect to the Taxes or Other Taxes giving rise to such refund or credit in lieu of a refund), net of all reasonable and documented out-of-pocket expenses incurred by the Administrative Agent or such Lender, as the case may be, and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund or credit in lieu of a refund); *provided* that such Loan Parties, upon the request of the Administrative Agent or such Lender, agree to repay the amount paid over to such Loan Parties (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) to the Administrative Agent or such Lender in the event the Administrative Agent or such Lender is required to repay such refund to such Governmental Authority and delivers to such Loan Parties evidence reasonably satisfactory to such Loan Parties of such repayment. This subsection shall not be construed to require the Administrative Agent or any Lender to make available its Tax Returns (or any other information relating to its Taxes that it deems confidential) to any Loan Party or any other Person.

(i) Without prejudice to the survival of any other agreement of any of the Loan Parties hereunder or under any other Loan Document, the agreements and obligations of the Loan Parties contained in this Section 2.15 shall survive the termination of this Agreement.

Section 2.16 Mitigation Obligations; Replacement of Lenders. (a) Mitigation of Obligations. If any Lender requests compensation under Section 2.12(a) or Section 2.12(b), or if Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.15, then such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder to another of its offices, branches or affiliates, if, in the reasonable judgment of such Lender, such designation or assignment (i) would eliminate or reduce materially amounts payable pursuant to Section 2.12(a), Section 2.12(b) or Section 2.15, as the case may be, in the future, (ii) would not subject such Lender to any unreimbursed cost or expense, (iii) would not require such Lender to take any action inconsistent with its internal policies or legal or regulatory restrictions, and (iv) would not be disadvantageous to such Lender, whether from an economic, legal, regulatory or reputational standpoint or otherwise. Borrower shall pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment. A certificate setting forth such costs and expenses submitted by such Lender to the Administrative Agent shall be conclusive absent manifest error.

(b) Replacement of Lenders. In the event (i) any Lender delivers a certificate requesting compensation pursuant to Section 2.12(a) or Section 2.12(b), (ii) any Lender delivers a notice described in Section 2.12(e), (iii) Borrower is required to pay any additional amount to any Lender or any Governmental Authority on account of any Lender pursuant to Section 2.15, (iv) any Lender fails to consent to any amendment, waiver or other modification of any Loan Document requested by Borrower that requires the consent of 100% of the Lenders or 100% of all affected Lenders and, which, in each case, has been consented to by both (A) the Required Lenders and (B) all other Lenders or all other affected Lenders, as the case may be, that are not to be so replaced or (v) any Lender becomes a Defaulting Lender, Borrower may, at its sole expense and effort (including with respect to the processing and recordation fee referred to in Section 11.04(b)), upon notice to such Lender and the Administrative Agent, require such Lender to transfer and assign, without recourse (in accordance with and subject to the restrictions contained in Section 11.04), all of its interests, rights and obligations under this Agreement to an Eligible Assignee which shall assume such assigned obligations (which assignee may be another Lender, if a Lender accepts such assignment); *provided* that (w) except, in the case of clause (iv) above, if the effect of such amendment, waiver or other modification of the applicable Loan Document would cure or waive any Default then ongoing, no Default shall have occurred and be continuing, (x) such assignment shall not conflict with any applicable Legal Requirement, (y) Borrower shall have received the prior written consent of the Administrative Agent in respect of an assignee that is not then a Lender, which consents shall not unreasonably be withheld or delayed, and (z) Borrower or such assignee shall have paid to the affected Lender in immediately available funds an amount equal to the sum of the principal of and interest and any prepayment premium or penalty (if any) accrued to the date of such payment on the outstanding Loans of such Lender affected by such assignment plus all Fees and other amounts owing to or accrued for the account of such Lender hereunder (including any amounts under Section 2.12 and Section 2.13); *provided further* that, if before any such transfer and assignment the circumstances or event that resulted in such Lender's claim for compensation under Section 2.12(a) or Section 2.12(b) or notice under Section 2.12(e) or the amounts paid pursuant to Section 2.15, as the case may be, cease to cause such Lender to suffer increased costs or reductions in amounts received or receivable or reduction in return on capital, or cease to have the consequences specified in Section 2.12(e), or cease to result in amounts being payable under Section 2.15, as the case may be (including as a result of any action taken by such Lender pursuant to Section 2.12(a)), or if such Lender shall waive its right to claim further compensation under Section 2.12(a) or Section 2.12(b) in respect of such circumstances or event or shall withdraw its notice under Section 2.12(e) or shall waive its right to further payments under Section 2.15 in respect of such circumstances or event or shall consent to the proposed amendment, waiver, consent or other modification, as the case may be, then such Lender shall not thereafter be required to make any such transfer and assignment hereunder. Each Lender hereby grants to the Administrative Agent an irrevocable power of attorney (which power is coupled with an interest) to execute and deliver, on behalf of such Lender as assignor, any Assignment and Assumption (in the form of Exhibit A-1 or Exhibit A-2, as applicable) necessary to effectuate any assignment of such Lender's interests hereunder in the circumstances contemplated by this Section 2.16(b); *provided* that the Administrative Agent shall not exercise such power of attorney unless such Lender has failed to enter into any such Assignment and Assumption within three Business Days of any written request from the Administrative Agent following the occurrence of any of the circumstances set forth in clauses (i) through (v) (inclusive) above.

(c) Defaulting Lenders. Anything contained herein to the contrary notwithstanding, in the event that any Lender becomes a Defaulting Lender, then, to the extent permitted by applicable Legal Requirements:

(i) during any Default Period with respect to such Defaulting Lender, such Defaulting Lender shall be deemed not to be a "Lender", and the amount of such Defaulting Lender's Commitments and Loans shall be excluded for purposes of voting, and the calculation of voting, on any matters (including the granting of any consents or waivers) with respect to any of the Loan Documents, except that (x) the Commitment of such Defaulting Lender may not be increased or extended without the consent of such Lender and (y) any waiver, amendment or modification requiring the consent of all Lenders or each affected Lender that by its terms affects any Defaulting Lender directly and materially more adversely than other affected Lenders shall require the consent of such Defaulting Lender; and

(ii) until such time as the Default Excess with respect to such Defaulting Lender shall have been reduced to zero, (A) any voluntary prepayment of the Loans pursuant to Section 2.10(a) shall, if Borrower so directs at the time of making such voluntary prepayment, be applied to the Loans of other Lenders in accordance with Section 2.10(a) as if such Defaulting Lender had no Loans outstanding and (B) any mandatory prepayment of the Loans pursuant to Section 2.10 shall, if Borrower so directs at the time of making such mandatory prepayment, be applied to the Loans of other Lenders (but not to the Loans of such Defaulting Lender) in accordance with Section 2.10 as if such Defaulting Lender had funded all Defaulted Loans, it being understood and agreed that Borrower shall be entitled to retain any portion of any mandatory prepayment of the Loans that is not paid to such Defaulting Lender solely as a result of the operation of the provisions of this clause (B).

No amount of the Commitment of any Lender shall be increased or otherwise affected, and, except as otherwise expressly provided in this Section 2.16(c), performance by Borrower of its obligations under the Loan Documents shall not be excused or otherwise modified, as a result of any matter giving rise to such Lender's status as a Defaulting Lender or the operation of this Section 2.16(c). The rights and remedies against a Defaulting Lender under this Section 2.16(c) are in addition to other rights and remedies that Borrower may have against such Defaulting Lender with respect to any Funding Default or Distress Event and that the Administrative Agent or any Lender may have against such Defaulting Lender with respect to any matter giving rise to such Defaulting Lender status.

Section 2.17 Increases of the Commitments.

(a) Borrower may, not more than two times after the Closing Date, increase, at Borrower's request to the Administrative Agent, the then effective aggregate principal amount of the Commitments; *provided* that:

(i) the aggregate principal amount of the increases in the Commitments pursuant to this Section 2.17 shall not exceed $25,000,000 and the aggregate principal amount of any requested increase shall be in a minimum amount of $10,000,000 (or such lower amount that represents all remaining availability pursuant to this Section 2.17);

(ii) Borrower shall execute and deliver such agreements, instruments and documents and take such other actions as may be reasonably requested by the Administrative Agent in connection with such increases and at the time of any such proposed increase;

(iii) the Companies shall be in compliance, on a Pro Forma Basis, with each of the financial covenants specified in Section 6.10, as of (A) the date of incurrence of the Loans pursuant to this Section 2.17 and (B) the last day of the most recently ended fiscal quarter after giving effect to such increases; *provided* that, for purposes of this Section 2.17, compliance with the Total Leverage Ratio on a Pro Forma Basis shall mean compliance with the lesser of (x) the Total Leverage Ratio on the Closing Date and (y) the then-applicable maximum Total Leverage Ratio set forth in Section 6.10(a) (assuming for such purposes that the then-applicable maximum Total Leverage Ratio was 0.25 to 1.00 below the Total Leverage Ratio actually required to be maintained at such time);

(iv) the Loans made under this Section 2.17 shall have a maturity date no earlier than the Maturity Date and shall have a weighted average life to maturity no shorter than the Loans made under Section 2.02;

(v) if the weighted average interest rates applicable to the Loans made pursuant to this Section 2.17 exceed the interest rates set forth in Section 2.06 by more than 25 basis points, then the interest rates set forth in Section 2.06 shall increase by the Yield Differential (it being understood that any increase in the weighted average interest rates may (i) take the form of an interest rate floor or of OID, with such OID being equated to such interest margins in a manner determined by the Administrative Agent and consistent with generally accepted financial practice based on an assumed four-year life to maturity or (ii) be accomplished by a combination of an increase in the weighted average interest rates, interest rate floors and/or OID); it being understood and agreed that for the purpose of this clause (vi), "interest rate" shall be deemed to include the applicable interest rate margin, interest rate floors, OID and similar yield related discounts, deductions or payments.

(vi) all other terms and conditions with respect to the Loans made pursuant to this Section 2.17 shall be reasonably satisfactory to the Administrative Agent and shall otherwise be identical to the terms and conditions of, and shall be pari passu with, the Loans made pursuant to Section 2.02;

(vii) the Loans made pursuant to this Section 2.17 (and the guarantees thereof by the Guarantors) shall be permitted indebtedness under the Revolving Credit Agreement, the Convertible Loan Agreement and the LuxCo Loan Agreement and shall (A) rank pari passu under the Intercreditor Agreement with the other Obligations hereunder and (B) shall constitute "Senior Creditor Obligations" (as defined in the Subordination Agreement) for purposes of the Convertible Loan Agreement and the LuxCo Loan Agreement; and

(viii) the Liens granted pursuant to the Security Documents to secure the obligations in respect of the Loans made pursuant to this Section 2.17 shall be permitted Liens under the Revolving Credit Documents, the Convertible Loan Agreement and the LuxCo Loan Documents.

Any request under this Section 2.17 shall be submitted by Borrower in writing to the Administrative Agent (which shall promptly forward copies to the Lenders). Borrower may also specify any fees offered to those Lenders (the "**Increasing Lenders**") that agree to increase the principal amount of their Commitments, which fees may be variable based upon the amount by which any such Lender is willing to increase the principal amount of its Commitment. No Lender shall have any obligation, express or implied, to offer to increase the aggregate principal amount of its Commitment. Only the consent of each Increasing Lender shall be required for an increase in the aggregate principal amount of the Commitments pursuant to this Section 2.17. No Lender which declines to increase the principal amount of its Commitment may be replaced with respect to its existing Commitment as a result thereof without such Lender's consent.

(b) Each Increasing Lender shall as soon as reasonably practicable specify in writing the amount of the proposed increase of the Commitments that it is willing to assume (*provided* that any Lender not so responding within five Business Days (or such shorter period as may be specified by the Administrative Agent and approved by Borrower) shall be deemed to have declined such a request). Borrower may accept some or all of the offered amounts or designate new lenders that are Eligible Assignees and are reasonably acceptable to the Administrative Agent as additional Lenders hereunder in accordance with this Section 2.17 (each such new lender being a "**New Lender**"), which New Lenders may assume all or a portion of the increase in the aggregate principal amount of the Commitments. The Administrative Agent shall have discretion jointly with Borrower to adjust the allocation of the increased aggregate principal amount of the Commitments among Increasing Lenders and New Lenders.

(c) Subject to the foregoing, any increase requested by Borrower shall be effective upon (A) delivery to the Administrative Agent of each of the following documents: (i) an originally executed copy of a Joinder Agreement signed by a duly authorized officer of each New Lender; (ii) a notice to the Increasing Lenders and New Lenders, in form and substance reasonably acceptable to the Administrative Agent, signed by a Financial Officer of Borrower; (iii) an Officers' Certificate of Borrower, in form and substance reasonably acceptable to the Administrative Agent; (iv) to the extent requested by any New Lender or Increasing Lender, executed Notes issued by Borrower in accordance with Section 2.04(e); (v) an amendment (an "**Incremental Loan Amendment**") to this Agreement and, as appropriate, the other Loan Documents, executed by Borrower, each Increasing Lender (if any), each New Lender (if any) and the Administrative Agent; and (vi) any other certificates or documents that the Administrative Agent shall reasonably request, in form and substance reasonably satisfactory to the Administrative Agent, and (B) satisfaction on the effective date of the Incremental Loan Amendment of the following conditions:

(i) Notice. The Administrative Agent shall have received a Borrowing Request as required by Section 2.03.

(ii) No Default. Borrower and each other Loan Party shall be in compliance in all material respects with all the terms and provisions set forth herein and in each other Loan Document on its part to be observed or performed, and, at the time of and immediately after giving effect to the Incremental Loan Amendment and to such Loans and the application of the proceeds thereof, no Default shall have occurred and be continuing on either such date.

(iii) Representations and Warranties. Each of the representations and warranties made by any Loan Party set forth in Article III or in any other Loan Document shall be true and correct on and as of the date of the Incremental Loan Amendment and on the date of such Loans with the same effect as though made on and as of either such date, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date).

(iv) No Legal Bar. No Order of any Governmental Authority shall purport to restrain any such Lender from executing and delivering the Incremental Loan Amendment or making any Loans to be made by it. No injunction or other restraining Order shall have been issued, shall be pending or noticed with respect to any action, suit or proceeding seeking to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated by this Agreement or the Incremental Loan Amendment or the making of Loans hereunder.

(v) Structure. The Administrative Agent shall be satisfied that the corporate and debt structure of the Companies after giving effect to the Incremental Term Agreement, the Loans and the use of the proceeds thereof shall be no less favorable to the Secured Parties than the corporate and debt structure of the Companies immediately before giving effect thereto. The Revolving Credit Documents, the Convertible Loan Documents and the LuxCo Loan Documents shall be amended, supplemented or otherwise modified to the satisfaction of the Administrative Agent.

(vi) Other Conditions. All other conditions required by the Increasing Lenders and New Lenders, as applicable, and set forth in the Incremental Loan Agreement shall satisfied.

(d) Any such increase shall be in an aggregate principal amount equal to (A) the principal amount that Increasing Lenders are willing to assume as increases to the principal amount of their Commitments plus (B) the principal amount offered by New Lenders with respect to the Commitments, in either case as adjusted by Borrower and the Administrative Agent pursuant to this Section 2.17. Notwithstanding anything to the contrary in Section 11.02, the Administrative Agent is expressly permitted, without the consent of the other Lenders, to amend (or amend and restate) the Loan Documents to the extent necessary or appropriate in the reasonable opinion of the Administrative Agent to give effect to any increases pursuant to this Section 2.17; *provided* that no such amendment (or amendment and restatement) shall adversely affect the rights or interests of any Lender; *provided*, *further*, that, by way of clarification, no provision of any such amendment (or amendment and restatement) that effects the provisions of this Section 2.17 shall be deemed to adversely affect the rights or interests of any Lender.

ARTICLE III
REPRESENTATIONS AND WARRANTIES

Each Loan Party represents and warrants to the Administrative Agent, the Collateral Agent and each of the Lenders (with references in this Article III to the Companies being references thereto after giving effect to the Transactions unless otherwise expressly stated) that:

Section 3.01 Organization; Powers. Each Transaction Party (a) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to carry on its business and to own, lease and operate its Property, in each case, as now conducted and as proposed to be conducted, except where the failure to have any such governmental licenses, authorizations, consents and approvals, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect, and (c) is qualified and licensed to do business and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) to do business in every jurisdiction where such qualification is required, except in such jurisdictions where the failure to so qualify, be licensed or be in good standing, individually or in the aggregate, has not had and could not reasonably be expected to have a Material Adverse Effect. There is no existing default under any Organizational Document of any Transaction Party or any event which, with the giving of notice or passage of time or both, would constitute a default by any party thereunder.

Section 3.02 Authorization; Enforceability. The Transactions and Transaction Documents to be entered into by each Transaction Party are within such Transaction Party's powers and have been duly authorized by all necessary corporate or other organizational action on the part of such Transaction Party. This Agreement has been duly executed and delivered by each Loan Party and constitutes, and each other Loan Document to which any Transaction Party is to be a party, when executed and delivered by such Transaction Party, will constitute, a legal, valid and binding obligation of such Transaction Party, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, regardless of whether considered in a proceeding in equity or at law.

Section 3.03 No Conflicts; No Default. The Transactions (a) do not require any consent, exemption, authorization or approval of, registration or filing with, or any other action by, any Governmental Authority, except (i) such as have been obtained or made and are in full force and effect, (ii) filings necessary to perfect or maintain the perfection or priority of the Liens created by the Security Documents and (iii) consents, approvals, exemptions, authorizations, registrations, filings, permits or actions the failure of which to obtain or perform, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, (b) will not violate the Organizational Documents of any Transaction Party, (c) will not violate or result in a default or require any consent or approval under (x) any indenture, instrument, agreement, or other document binding upon any Transaction Party or its Property or to which any Transaction Party or its Property is subject, or give rise to a right thereunder to require any payment to be made by any Transaction Party, except for violations, defaults or the creation of such rights that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect or (y) any Organizational Document, (d) will not violate any Legal Requirement in any material respect, and (e) will not result in the creation or imposition of any Lien on any Property of any Transaction Party, except Liens created by the Security Documents, the LuxCo Documents and the Revolving Credit Documents. No Default or Event of Default has occurred and is continuing.

Section 3.04 Financial Statements; Projections. (a) Borrower has heretofore delivered to the Lenders the consolidated balance sheets and related statements of income, stockholders' equity and cash flows of the Acquired Business (i) as of and for the fiscal years ended September 28, 2008, September 27, 2009, and September 26, 2010, audited by and accompanied by the unqualified opinion of Grant Thornton LLP, independent public accountants, and (ii) as of and for the nine-fiscal month period ended June 26, 2011, and for the comparable period of the preceding fiscal year, in each case, certified by the chief financial officer of Borrower. Such financial statements and all financial statements delivered pursuant to Section 5.01(a), (b) and (c) have been prepared in accordance with GAAP consistently applied throughout the applicable period covered, respectively, thereby and present fairly and accurately the financial condition, results of operations, cash flows and stockholders' equity of Clement Pappas and its Subsidiaries as of the dates and for the periods to which they relate (subject to normal year-end audit adjustments and the absence of footnotes). Except as set forth in such financial statements, there are no material liabilities of any Company of any kind, whether accrued, contingent, absolute, determined, determinable or otherwise, and there is no existing condition, situation or set of circumstances which could reasonably be expected to result in such a liability after giving pro forma effect to the Transactions.

(b) Borrower has heretofore delivered to the Lenders the Acquired Business' unaudited pro forma consolidated balance sheet and statements of income and cash flows, pro forma EBITDA, other operating data for the fiscal year ended September 26, 2010, and as of and for the nine-fiscal month period ended June 26, 2011, in each case after giving effect to the Transactions as if they had occurred on such date in the case of the balance sheet and as of the beginning of all periods presented in the case of the statements of income and cash flows. Such pro forma financial statements (A) have been prepared in good faith by Clement Pappas and its Subsidiaries, based upon (i) the assumptions stated therein (which assumptions are believed by the Loan Parties on the date hereof and on the Closing Date to be reasonable), (ii) accounting principles consistent with the historical audited financial statements delivered pursuant to Section 3.04(a) above and (iii) the best information available to the Loan Parties as of the date of delivery thereof, (B) accurately reflect all adjustments required to be made to give effect to the Transactions, (C) have been prepared in accordance with GAAP (subject to normal year-end audit adjustments and the absence of footnotes) consistently applied throughout the applicable period covered, respectively, thereby, and (D) present fairly the pro forma consolidated financial position and results of operations of Clement Pappas and its Subsidiaries as of such date and for such periods, assuming that the Transactions had occurred at such dates.

(c) Borrower has heretofore delivered to the Lenders the forecasts of financial performance of Clement Pappas and its Subsidiaries for the fiscal years 2011 to and including 2017 (the "**Projections**"). The Projections have been prepared in good faith by the Loan Parties and based upon (i) the assumptions stated therein (which assumptions are believed by the Loan Parties on the date hereof and the Closing Date to be reasonable), (ii) accounting principles consistent with the historical audited financial statements delivered pursuant to Section 3.04(a) above consistently applied throughout the fiscal years covered thereby, and (iii) the best information available to the Loan Parties as of the date hereof and the Closing Date.

(d) Except as set forth in the financial statements referred to in Section 3.04(a), there are no liabilities of any Company of any kind of the type required to be set forth on a balance sheet of Clement Pappas and its Subsidiaries prepared in accordance with GAAP whether accrued, contingent, absolute, determined, determinable or otherwise, which could, individually or in the aggregate, reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. Since September 26, 2010, there has been no event, change, circumstance or occurrence that, individually or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect.

Section 3.05 Properties. (a) Each Company, and, to the knowledge of the Loan Parties, to the extent such Property constitutes Collateral, each of Lassonde and ALI, has good title to, or valid leasehold interests in, all its Property material to its business, free and clear of all Liens and irregularities, deficiencies and defects in title except for Permitted Liens (or, in the case of Collateral, Permitted Collateral Liens), for matters set forth on Schedule 3.06(a) and for minor irregularities, deficiencies and defects in title that, individually or in the aggregate, do not, and could not reasonably be expected to, interfere with its ability to conduct its business as currently conducted or to utilize such Property for its intended purpose. The Property of the Companies, taken as a whole, (i) is in good operating order, condition and repair (ordinary wear and tear excepted), and (ii) constitutes all the Property which is required for the business and operations of the Companies as presently conducted.

(b) Schedule 3.05(b) contains a true and complete list of each ownership and leasehold interest in Real Property (including all modifications, amendments and supplements thereto with respect to leased Real Property) (i) owned by any Company as of the Closing Date and describes the use and type of interest therein held by such Company and (ii) leased, subleased or otherwise occupied or utilized by any Company, as lessee, sublessee, franchisee or licensee, as of the Closing Date and describes the use and type of interest therein held by such Company and whether such lease, sublease or other instrument requires the consent of the landlord thereunder or other parties thereto to the Transactions. No Company is in default under any provision of any lease agreement to which it is a party with respect to a leasehold interest in Real Property, where such default could reasonably be expected to result in a Material Adverse Effect.

(c) No Company has received any notice of, nor has any knowledge of, the occurrence or pendency, threat or contemplation of any Casualty Event affecting all or any portion of any Real Property where such Casualty Event could reasonably be expected to result in a Material Adverse Effect. No Mortgage encumbers improved Real Property that is located in an area that has been identified by the Secretary of Housing and Urban Development as an area having special flood hazards within the meaning of the National Flood Insurance Act of 1968 unless flood insurance available under such Act has been obtained in accordance with Section 5.04.

(d) Except as set forth on Schedule 3.06(a), each Company owns or has rights to use all of its Property and all rights with respect to any of the foregoing used in, necessary for or material to each Company's business as currently conducted. The use by each Company of its Property and all such rights with respect to the foregoing do not infringe on the rights or other interests of any Person, other than any infringement that could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. No claim has been made and remains outstanding that any Company's use of any of its Property does or may violate the rights of any third party that, individually or in the aggregate, has had, or could reasonably be expected to result in, a Material Adverse Effect. The Real Property is zoned to permit the uses for which such Real Property is currently being used. The present uses of the Real Property and the current operations of each Company's business do not violate in any material respect any provision of any applicable building codes, subdivision regulations, fire regulations, health regulations or building and zoning by-laws.

(e) Except for exceptions to the following that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, there is no pending or threatened condemnation or eminent domain proceeding with respect to, or that could affect any of the Real Property of the Companies.

(f) Each parcel of Real Property is taxed as a separate tax lot and is currently being used in a manner that is consistent with and in compliance in all material respects with the Property classification assigned to it for real estate tax assessment purposes.

Section 3.06 Intellectual Property. (a) Ownership; No Claims; Use of Intellectual Property; Protection of Trade Secrets. Except as set forth on Schedule 3.06(a), each Company owns or has valid license to use, free and clear of all Liens (other than Permitted Collateral Liens), all Intellectual Property material to the business. Except as set forth on Schedule 3.06(a) no claim has been asserted in writing and is pending by any Person challenging or questioning the use of any Intellectual Property or the validity, enforceability or ownership of any such Intellectual Property. To the knowledge of any Loan Party or Company, the use of such Intellectual Property by each Company does not infringe, misappropriate or dilute the Intellectual Property rights of any Person. Except pursuant to licenses and other user agreements entered into by each Company in the ordinary course of business which, in the case of licenses and user agreements in existence on the Closing Date, are listed in Schedule 3.06(a), to the knowledge of the Companies, no Company has authorized in writing any other Person to use any such Intellectual Property. Each Company has taken commercially reasonable efforts to protect the secrecy, confidentiality and value of all trade secrets used in such Company's business.

(b) Patents; Registrations. (i) On and as of the Closing Date, each Company owns and possesses the right to use all issued patents and pending patent applications, trademark, service mark and domain name registrations and pending applications, and copyright registrations and pending applications listed in Schedules 13(a), 13(b) and 13(c) to the Perfection Certificate, and (ii) all patents and registered trademarks, service marks, copyrights and domain names owned by each Company set forth on Schedule 3.06(a) are valid, subsisting and in full force and effect.

(c) No Violations or Proceedings. (i) Except as set forth on Schedule 3.06(c), to the knowledge of each Company and Loan Party (i) there is no violation by others of any right of any Company with respect to any Intellectual Property, (ii) no Company is infringing upon or misappropriating any copyright, patent, trademark, trade secret or other intellectual property right of any other Person, (iii) no Company is in material breach of, or in default under, any license of Intellectual Property by any other Person, to such Company, and (iv) no proceedings have been instituted or threatened in writing or are pending against any Company, and no claim against any Company has been received in writing by any Company, alleging any such infringement or misappropriation.

(d) No Impairment. Neither the execution, delivery or performance of the Loan Documents and Transaction Documents, nor the consummation of the Transactions and the other transactions contemplated hereby and thereby, will alter, impair or otherwise affect or require the consent, approval or other authorization of any other Person in respect of any right of any Company in any Intellectual Property.

(e) No Agreement or Order Materially Affecting Intellectual Property. Except as set forth on Schedule 3.06(e), no Company is subject to any written settlement, covenant not to sue or other instrument, written agreement or other document, or any outstanding Order, which may affect the validity or enforceability or restrict in any manner such Company's use, licensing or transfer of any of the Intellectual Property.

Section 3.07 Equity Interests and Companies. (a) Schedule 3.07(a) sets forth a complete and accurate list of (i) Lassonde, ALI and each Company and its jurisdiction of incorporation or organization as of the Closing Date and (ii) in the case of each Company, the number of each class of its Equity Interests authorized, and the number outstanding, on the Closing Date and the number of Equity Interests covered by all outstanding options, warrants, rights of conversion or purchase and similar rights on the Closing Date. All Equity Interests of each Company are duly and validly issued and are fully paid and non-assessable, and, other than the Equity Interests of Canadian GP, Borrower, LuxCo, Holdings and Clement Pappas, are owned by Clement Pappas, directly or indirectly, through Wholly Owned Subsidiaries. All Equity Interests of Clement Pappas are owned directly by Holdings, all Equity Interests of Borrower are owned directly by Canadian GP and ALI, all Equity Interests of Canadian GP and ALI are owned directly by Lassonde and all Equity Interests of LuxCo are owned directly by Borrower. Each Transaction Party is the record and beneficial owner of, and has good and marketable title to, the Equity Interests pledged by it under the Security Documents, free of any and all Liens, rights or claims of other Persons, except the security interest created by the Security Documents, the LuxCo Security Documents and the Revolving Credit Documents and any Permitted Liens that arise by operation of applicable Legal Requirements and are not voluntarily granted, and, as of the Closing Date, there are no outstanding warrants, options or other rights to purchase, or shareholder, voting trust or similar agreements outstanding with respect to, or Property that is convertible into, or that requires the issuance or sale of, any such Equity Interests (or any economic or voting interest therein).

(b) No consent of any Person, including any general or limited partner, any other member or manager of a limited liability company, any shareholder, any other trust beneficiary or derivative counterparty, is necessary or reasonably desirable (from the perspective of a secured party) in connection with the creation, perfection or first priority status (or the maintenance thereof) of the security interest or hypothec of the Collateral Agent in any Equity Interests pledged to the Collateral Agent (acting in such capacity or its capacity as *fondé de pouvoir*) under the Security Documents or the exercise by the

Collateral Agent or any Lender of the voting or other rights provided for in the Security Documents or the exercise of remedies in respect of such Equity Interests.

(c) Complete and accurate organization charts, evidencing the ownership and organizational structure of the Transaction Parties on the Closing Date, both before and after giving effect to the Transactions, are set forth on Schedule 3.07(c).

(d) LuxCo has the seat of its central administration (*siège de l'administration centrale*) and its centre of main interests (*centre des intérêts principaux*) located at the place of its registered office (*siège statutaire*) in the Grand Duchy of Luxembourg and has no establishment (as defined by Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency proceedings, as amended) outside the Grand Duchy of Luxembourg.

Section 3.08 Litigation; Compliance with Legal Requirements. (a) Except as set forth on Schedule 3.08, there are no actions, suits, claims, disputes, proceedings or investigations at law or in equity by or before any Governmental Authority now pending or, to the best of the knowledge of any Loan Party, threatened against or affecting any Company or any business, Property or rights of any Company or Property of Lassonde or ALI that constitutes Collateral (i) that purport to affect or involve any Loan Document or any of the Transactions, the ability of any Transaction Party to perform its obligations under any Loan Document or any of the Transaction Documents or the ability of any Transaction Party to consummate any of the Transactions or (ii) that have resulted, or as to which there is a reasonable possibility of an adverse determination and that, if adversely determined, could, individually or in the aggregate, reasonably be expected to result, in a Material Adverse Effect.

(b) No Company or any of its Property is (i) in violation of, nor will the continued operation of its Property as currently conducted violate, any Legal Requirements (including any zoning or building ordinance, code or approval or any building permits) or any restrictions of record or agreements affecting any Company's Real Property or (ii) in default with respect to any Order, where such violation or default, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect.

Section 3.09 Agreements. (a) No Company is a party to any agreement, instrument or other document or subject to any corporate or other constitutional restriction, or any restriction under its Organizational Documents, that, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect.

(b) No Company, and to the extent it affects Property constituting Collateral, Lassonde or ALI, is in default in any manner under any provision of any indenture or other document, agreement or instrument evidencing Indebtedness or Contingent Obligation, or any other document, agreement or instrument to which it is a party or by which it or any of its Property is or may be bound or subject, where such default has resulted, or could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, and no condition exists which, with the giving of notice or the lapse of time or both could reasonably be expected to constitute such a default.

(c) Schedule 3.09(c) accurately and completely lists all Material Agreements (other than leases of Real Property set forth on Schedule 3.05(b)) to which any Company is a party which are in effect on the Closing Date in connection with the operation of the business conducted thereby and Borrower has delivered to the Administrative Agent (or made available to the Administrative Agent and the Lenders for review on or before the date hereof) complete and correct copies of all such Material Agreements, including any amendments, supplements or modifications with respect thereto, and all such Material Agreements are in full force and effect.

Section 3.10 Federal Reserve Regulations. (a) No Company is engaged principally, or as one of its important activities, in the business of extending credit for the purpose of purchasing, buying or carrying Margin Stock.

(b) No part of the proceeds of any Loans will be used, whether directly or indirectly, and whether immediately, incidentally or ultimately, for any purpose that entails a violation of, or that is inconsistent with, the provisions of the regulations of the Board, including Regulation T, U or X. The pledge of the Securities Collateral pursuant to the Security Agreement does not violate such regulations.

Section 3.11 Investment Company Act, etc. No Company is (a) an "investment company" or a company "controlled" by an "investment company," as defined in, or subject to regulation under, or is required to be registered as such pursuant to, the Investment Company Act of 1940, as amended, or (b) subject to regulation under any Legal Requirement (other than Regulation X) that limits its ability to incur, create, assume or permit to exist Indebtedness or grant any Contingent Obligation or Lien in respect of Indebtedness.

Section 3.12 Use of Proceeds. Borrower shall apply $2,300,000 of the proceeds of the Loans to consummate the LuxCo Equity Contribution and $227,700,000 of such proceeds to on lend to LuxCo under the Convertible Loan Agreement. All the proceeds of foregoing shall be on-lent by LuxCo to MergerSub under the LuxCo Loan Agreement, and MergerSub shall apply all the proceeds of such loans to finance, in part, the Transactions and pay any related fees and expenses. Borrower shall apply the proceeds of all increases in Commitments pursuant to <u>Section 2.17</u> solely for the purpose of immediately consummating the following transactions (A) Borrower on-lending all such proceeds to LuxCo pursuant to the Convertible Loan Agreement or making such investment in Qualified Capital Stock of LuxCo as may be necessary or advisable to obtain a favorable tax ruling from Luxembourg tax authorities, (B) LuxCo on-lending all such proceeds under the Convertible Loan Agreement to Clement Pappas pursuant to the LuxCo Loan Agreement and (C) Clement Pappas or another CP Guarantor applying all such proceeds to finance, in whole or in part, a Permitted Acquisition or Capital Expenditures.

Section 3.13 Taxes. Each Company has (a) timely filed or caused to be timely filed all federal, state, local and foreign Tax Returns and other materials required to have been filed by it and all filed Tax Returns are true and correct in all material respects and (b) duly and timely paid or caused to be duly and timely paid all Taxes (whether or not shown on any Tax Return) due and payable by it and all assessments received by it, except Taxes that are being contested in good faith by appropriate proceedings and for which such Company has set aside on its books adequate reserves in accordance with GAAP. Each Company has made adequate provision in accordance with GAAP for all Taxes not yet due and payable. No Company has knowledge (or could reasonably have knowledge upon due inquiry) of any proposed or pending tax assessments, deficiencies, audits or other proceedings and no proposed or pending tax assessments, deficiencies, audits or other proceedings have resulted, or could, individually or in the aggregate, reasonably be expected to result, in a Material Adverse Effect. No Company has ever been a party to any understanding or arrangement constituting a "tax shelter" within the meaning of Section 6662(d)(2)(C)(ii) of the Code or Sections 6111(c) or 6111(d) of the Code (as in effect prior to the amendment by the American Jobs Creation Act of 2004, P.L. 108-357), or has ever "participated" in a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4. No CP Guarantor is party to any tax sharing or similar agreement with any person that is not a CP Guarantor and none of Canadian GP, LuxCo or Borrower is party to any tax sharing or similar agreement with any other Person.

Section 3.14 No Material Misstatements. No information, report, financial statement, certificate (including the Perfection Certificate), Borrowing Request, exhibit or schedule furnished by or on behalf of any Transaction Party to the Administrative Agent or any Lender in connection with any Loan Document or included therein or delivered pursuant thereto (including the Confidential Information

Memorandum), taken as a whole, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were or are made, not misleading as of the date such information is dated or certified; *provided* that to the extent any such information, report, financial statement, exhibit or schedule constitutes a forecast or projection, each Loan Party represents and warrants only that on the date of delivery thereof such forecast or projection was prepared in good faith based upon (i) the assumptions stated therein (which assumptions are believed by the Loan Parties on the date delivered to the Administrative Agent or a Lender to be reasonable), (ii) accounting principles consistent with the historical audited financial statements of Clement Pappas and its Subsidiaries, and (iii) the best information available to the Loan Parties as of the date of delivery thereof to the Administrative Agent or a Lender. Each Company has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it, any Transaction Party or any Subsidiaries thereof is subject, and all other matters known to it, that have resulted, or could reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

Section 3.15 Labor Matters. There are no strikes, lockouts or slowdowns against any Company pending or, to the best of the knowledge of the Loan Parties, threatened that, individually or in the aggregate, have resulted in, or could reasonably be expected to result in, a Material Adverse Effect. The hours worked by and payments made to employees of any Company have not been in violation of the Fair Labor Standards Act of 1938, as amended, or any other applicable Legal Requirement dealing with such matters. All payments due from any Company, or for which any claim may be made against any Company, on account of wages and employee health and welfare insurance and other benefits, have been paid or accrued as a liability on the books of such Company except to the extent that the failure to do so, individually or in the aggregate, has not resulted in, and could not reasonably be expected to result in, a Material Adverse Effect. The consummation of the Transactions will not give rise to any right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which any Company is bound.

Section 3.16 Solvency. Both immediately before and immediately after the consummation of the Transactions to occur on the Closing Date and immediately following the making of each Loan hereunder and after giving effect to the application of the proceeds of such Loan, (a)(i) the fair value of the Property of the CP Guarantors, taken as a whole, will exceed their debts and liabilities, subordinated, contingent or otherwise, (ii) the present fair saleable value of the Property of the CP Guarantors, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (iii) the CP Guarantors, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) the CP Guarantors, taken as a whole, will not have unreasonably small capital with which to conduct their business in which it is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date and (b)(i) the fair value of the Property of each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will exceed its debts and liabilities, subordinated, contingent or otherwise, (ii) the present fair saleable value of the Property of each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured, (iii) each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured; and (iv) each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will not have unreasonably small capital with which to conduct its business in which it is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date.

Section 3.17 Employee Benefit Plans. (a) Each Company and each of its ERISA Affiliates is in material compliance with all applicable Legal Requirements, including all applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder, with respect to all Employee Benefit Plans. Each Employee Benefit Plan complies in all material respects, and is operated and maintained in compliance in all material respects, with all applicable Legal Requirements, including all applicable provisions of ERISA and the Code and the regulations and published interpretations thereunder. Each Employee Benefit Plan that is intended to qualify under Section 401(a) of the Code has received a favorable determination from the Internal Revenue Service or has been established under a pre-approved opinion letter and nothing has occurred which could reasonably be expected to prevent, or cause the loss of, such qualification.

(b) No ERISA Event has occurred that could reasonably be expected to have a Material Adverse Effect. No Pension Plan has any Unfunded Pension Liability and there has been no material adverse change in the financial condition of any Pension Plan since the latest valuation date for the Pension Plan. Within the last six years, no Pension Plan has been terminated, whether or not in a "standard termination" as that term is used in Section 4041 of ERISA, nor has any Pension Plan (determined at any time within the last six years) with an Unfunded Pension Liability been transferred outside of the "controlled group" (within the meaning of Section 4001(a)(14) of ERISA) of any Company or any of its ERISA Affiliates. Using actuarial assumptions and computation methods consistent with subpart I of subtitle E of Title IV of ERISA, the aggregate liabilities of any Company or any of its ERISA Affiliates to all Multiemployer Plans in the event of a complete withdrawal therefrom, as of the close of the most recent fiscal year of each such Multiemployer Plan, have not resulted and could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

(c) Except to the extent required under Section 4980B of the Code or to an extent that could not reasonably be expected to have a Material Adverse Effect, no Employee Benefit Plan provides health or welfare benefits (through the purchase of insurance or otherwise) for any retired or former employee of any Company or any of its ERISA Affiliates.

(d) As of the Closing Date, no Company sponsors, maintains, contributes to, has any material obligation to contribute to, or has or is reasonably expected to have any material liability under or with respect to any Canadian Welfare Plan, Canadian Pension Plan or Foreign Plan, nor has any Company had any such obligation or liability at any time in the six years preceding the date hereof.

Section 3.18 Environmental Matters.

(a) Except as could not reasonably be expected to result in a Material Adverse Effect:

(i) the Companies and their businesses, operations and Real Property are and have at all times during the five year period preceding the date hereof been in compliance with, and the Companies have no liability under, any applicable Environmental Law;

(ii) the Companies have obtained all Environmental Permits required for the conduct of their businesses and operations, and the ownership, operation and use of their Real Property, under all applicable Environmental Laws. The Companies are, and at all times during the five year period preceding the date hereof have been, in compliance with the terms and conditions of such Environmental Permits, and all such Environmental Permits are valid and in good standing. No expenditures or operational adjustments are reasonably anticipated to be required to remain in compliance with the terms and conditions of, or to renew or modify such Environmental Permits on or prior to the Maturity Date;

(iii) there has been no Release or threatened Release or any handling, management, generation, treatment, storage or disposal of, or exposure to, Hazardous Materials on, at, under or from any Real Property or facility presently or formerly owned, leased or operated by any of the Companies or their predecessors in interest that has resulted in, or could reasonably be expected to result in, liability or obligations by any of the Companies under Environmental Law or in an Environmental Claim;

(iv) there is no Environmental Claim pending or, to the knowledge of the Loan Parties, threatened against any of the Companies, or relating to the Real Property currently or formerly owned, leased or operated by any of the Companies or relating to the operations of the Companies, and there are no actions, activities, circumstances, conditions, events or incidents that could reasonably be expected to form the basis of such an Environmental Claim;

(v) no Person with an indemnity, contribution or other obligation to any of the Companies relating to compliance with or liability under Environmental Law is in default with respect to any such indemnity, contribution or other obligation;

(vi) no Company is obligated to perform any action or otherwise incur any expense under Environmental Law, including pursuant to any Order or agreement by which it is bound, no Company has assumed by contract or agreed to provide indemnification with respect to any liability of any other Person relating to obligations under any Environmental Law and no Company is conducting or financing any Response pursuant to any Environmental Law with respect to any Real Property or any other location;

(vii) no Real Property or facility owned, operated or leased by the Companies and, to the knowledge of the Loan Parties, no Real Property or facility formerly owned, operated or leased by any of the Companies or any of their predecessors in interest is (A) listed or proposed for listing on the National Priorities List as defined in and promulgated pursuant to CERCLA, (B) listed on the Comprehensive Environmental Response, Compensation and Liability Information System promulgated pursuant to CERCLA or (C) included on any similar list maintained by any Governmental Authority that indicates that any Company has or may have an obligation to undertake investigatory or remediation obligations under applicable Environmental Laws;

(viii) there are no underground or aboveground storage tanks, whether empty or containing any Hazardous Material, located on any real Property owned by any Company;

(ix) no Lien has been recorded or, to the knowledge of any Company, threatened under any Environmental Law with respect to any Real Property or Property of the Companies;

(x) the execution, delivery and performance of the Loan Documents and the consummation of the Transactions and the other transactions contemplated hereby and thereby will not require any notification, registration, filing, reporting, disclosure, investigation, remediation or cleanup obligations pursuant to any Governmental Real Property Disclosure Requirements or any other Environmental Law; and

(xi) all products of the Companies have been manufactured, stored, sold, labeled and marketed in accordance with Legal Requirements, including Legal Requirements relating to labeling, registration of hazardous products and classification of chemical products.

(b) The Companies have made available to the Agents and their Advisors all material records and files in the possession, custody or control of, or otherwise reasonably available to, the Companies concerning compliance with or liability or obligation under Environmental Law, including those concerning the condition of the Real Property or the actual or suspected existence or Release of Hazardous Materials at, under or from Real Property or facilities currently or formerly owned, operated, leased or used by any of the Companies.

Section 3.19 Insurance. Schedule 3.19 sets forth a true, complete and accurate description in reasonable detail of all insurance maintained by each Company as of the Closing Date. Each Company has insurance in such amounts and covering such risks and liabilities as are customary for companies of a similar size engaged in similar businesses in similar locations. All insurance maintained by the Companies is in full force and effect, all premiums have been duly paid, no Company has received notice of violation, invalidity or cancellation thereof, any of its Real Property, and the use, occupancy and operation thereof, comply in all material respects with all Insurance Requirements, and there exists no default under any Insurance Requirement. There are no pending claims by any Company against any of the policies as to which the insurers have denied liability. Except as set forth in Schedule 3.19, no insurer has put any Company or any of its Subsidiaries on notice that coverage has or may be denied with respect to any pending claim submitted to the insurer by the Company or any of its Subsidiaries.

Section 3.20 Security Documents. (a) Each Security Agreement is effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, legal, valid and enforceable Liens on, and security interests in, the Security Agreement Collateral and, when (i) financing statements and other filings in appropriate form are filed in the offices specified on Schedule 6 to the Perfection Certificate (as updated in accordance with the terms hereof) and (ii) upon the taking of possession or control by the Collateral Agent of the Security Agreement Collateral with respect to which a security interest or hypothec may be perfected only by possession or control (which possession or control shall be given to the Collateral Agent to the extent possession or control by the Collateral Agent is required by each Security Document), the Liens created by each Security Agreement shall constitute fully perfected Liens on, and security interests in, all right, title and interest of the grantors thereunder in the Security Agreement Collateral (other than (A) the Intellectual Property constituting Collateral and (B) such Security Agreement Collateral in which a security interest or hypothec cannot be perfected under the UCC, CCQ or PPSA as in effect at the relevant time in the relevant jurisdiction), in each case subject to no Liens other than Permitted Collateral Liens.

(b) When (i) the applicable Security Agreement or a short form thereof is filed in the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Office or the Luxembourg Intellectual Property Directorate, as the case may be, and (ii) financing statements and other filings in appropriate form are filed in the offices specified on Schedule 6 to the Perfection Certificate, the Liens created by each such Security Agreement shall constitute fully perfected Liens on, and security interests in, all right, title and interest of the grantors thereunder in the Intellectual Property Collateral (as defined in the applicable Security Agreement), in each case subject to no Liens other than Permitted Collateral Liens or as described on Schedule 3.06(a).

(c) Each Mortgage is effective to create, in favor of the Collateral Agent, for its benefit and the benefit of the Secured Parties, legal, valid and enforceable first priority Liens on, and security interests in, all of the right, title and interest of each Loan Party in and to the Mortgaged Properties thereunder and the proceeds thereof, subject only to Permitted Collateral Liens, and when the Mortgages are filed in the offices specified on Schedule 3.20(c) (or, in the case of any Mortgage executed and delivered after the date thereof in accordance with the provisions of Section 5.11 and Section 5.12), when such Mortgage is filed in the offices specified in the local counsel opinion delivered with respect thereto in accordance with the provisions of Section 5.11 and Section 5.12, the Mortgages shall constitute fully perfected first priority Liens on, and security interests in, all right, title and interest of each Loan Party in the Mortgaged Properties and the proceeds thereof, in each case prior and superior in right to any other Person, other than Permitted Collateral Liens.

(d) Each Security Document delivered pursuant to Section 5.11 and Section 5.12 will, upon execution and delivery thereof, be effective to create in favor of the Collateral Agent, for the benefit of the Secured Parties, legal, valid and enforceable Liens on, and security interests in, all of the right, title and interest of each Transaction Party in and to the Collateral thereunder, and (i) when all appropriate filings or recordings in appropriate form are made in the appropriate offices as may be required under applicable Legal Requirements and (ii) upon the taking of possession or control by the Collateral Agent of such Collateral with respect to which a security interest or hypothec may be perfected only by possession or control (which such possession or control shall be given to the Collateral Agent to the extent required by any Security Document), the Liens in favor of the Collateral Agent created under such Security Document will constitute valid, enforceable and fully perfected first priority Liens on, and security interests in, all right, title and interest of the Transaction Parties in such Collateral, in each case subject to no Liens other than Permitted Collateral Liens.

Section 3.21 Acquisition Documents; Representations and Warranties in Acquisition Agreement. (a) Schedule 3.21 lists (i) each exhibit, schedule, annex or other attachment to the Acquisition Agreement and (ii) each material agreement, certificate, instrument, letter or other document contemplated by the Acquisition Agreement or any item referred to in clause (i) to be entered into, executed or delivered or to become effective in connection with the Acquisition or otherwise entered into, executed or delivered in connection with the Acquisition. The Lenders have been furnished true and complete copies of each Acquisition Document to the extent executed and delivered on or before the Closing Date.

(b) All representations and warranties of each Transaction Party party thereto set forth in the Acquisition Agreement were true and correct in all material respects as of the time such representations and warranties were made and shall be true and correct in all material respects as of the Closing Date as if such representations and warranties were made on and as of such date, unless stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects as of such earlier date.

Section 3.22 Anti-Terrorism Law; Foreign Corrupt Practices Act. (a) No Company and, to the knowledge of the Loan Parties, none of its Affiliates is in violation of any Legal Requirements relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "**Executive Order**"), the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 (the "**Patriot Act**" and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the regulations promulgated thereunder (the "**Canadian Anti-Terrorism Act**").

(b) No Company and to the knowledge of the Loan Parties, no Affiliate or broker or other agent of Lassonde, ALI or any Company acting or benefiting in any capacity in connection with the Loans is any of the following:

(i) a Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(ii) a Person owned or controlled by, or acting for or on behalf of, any Person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order;

(iii) a Person with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law;

(iv) a Person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or

(v) a Person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control ("**OFAC**") at its official website or any replacement website or other replacement official publication of such list.

(c) No Company and, to the knowledge of the Loan Parties, no broker or other agent of any Company acting in any capacity in connection with the Loans (i) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in Section 3.22(b), (ii) deals in, or otherwise engages in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order, or (iii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

(d) No Company nor any director or officer, nor to the knowledge of the Loan Parties, any agent, employee or other Person acting, directly or indirectly, on behalf of any Company, has, in the course of its actions for, or on behalf of, any Company, directly or indirectly (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

Section 3.23 Subordination of Subordinated Indebtedness. The Secured Obligations and the Guaranteed Obligations are "Senior Creditor Obligations", within the meaning of the Subordination Agreement. Without limiting the foregoing, the Secured Obligations and the Guaranteed Obligations are, and at all times shall be, designated in a writing addressed to the holders of the Secured Obligations and the Guaranteed Obligations executed by, or on behalf of, the holders of the Subordinated Indebtedness as "Senior Debt", "Designated Senior Debt" or the equivalent thereof for all purposes of all Subordinated Indebtedness.

Section 3.24 Broker's, Finder's or Similar Fees. Except as expressly set forth herein and in the other Loan Documents, no brokerage commission or finder's fee or similar fees or commissions are payable in connection with the Loans contemplated hereby based on any agreement, arrangement or understanding with any Loan Party or any action taken by any Loan Party.

ARTICLE IV
CONDITIONS TO CREDIT EXTENSIONS

The obligation of each Lender to fund the initial Loans requested to be made by it shall be subject to the prior or concurrent satisfaction of each of the conditions precedent set forth in this Article IV on or before August 26, 2011.

(a) Loan Documents. All legal matters incident to this Agreement, the Loans hereunder and the other Loan Documents shall be satisfactory to the Lenders and to the Administrative Agent and there shall have been delivered to the Administrative Agent a properly executed counterpart of each of the Loan Documents (other than Loan Documents to be delivered pursuant to Section 5.18) and the Perfection Certificate.

(b) Corporate Documents. The Administrative Agent shall have received:

(i) a certificate of the secretary or assistant secretary of each Transaction Party dated the Closing Date, certifying (A) that attached thereto is a true and complete copy of each Organizational Document of such Transaction Party certified (to the extent applicable) as of a recent date by the Secretary of State or equivalent official of the jurisdiction of its organization, (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors of such Transaction Party authorizing the execution, delivery and performance of the Loan Documents and all other Transaction Documents to which such Person is a party and, in the case of Borrower, the Loans hereunder, and that such resolutions have not been modified, rescinded or amended and are in full force and effect and (C) as to the incumbency and specimen signature of each officer executing any Loan Document or any other document delivered in connection herewith on behalf of such Transaction Party dated (together with a certificate of another officer as to the incumbency and specimen signature of the secretary or assistant secretary executing the certificate required by this clause (i));

(ii) a certificate as to the good standing of each Transaction Party (in so-called "long-form" if available) as of a recent date, from such Secretary of State or equivalent officer; and

(iii) such other documents, instruments or certificates as the Lenders or the Administrative Agent may reasonably request.

(c) Officers' Certificate. The Administrative Agent shall have received a certificate, dated the Closing Date and signed by a Financial Officer or President of the general partner of Borrower, confirming compliance with the conditions precedent set forth in this Article IV.

(d) Financings and Other Transactions, Etc. (i) Each of the Transaction Documents shall be in form and substance satisfactory to the Administrative Agent, and shall be in full force and effect on the Closing Date. The Transactions shall have been consummated or shall be consummated simultaneously on the Closing Date, in each case in accordance with the terms hereof and the terms of the Transaction Documents, without the waiver, amendment or other modification of any such terms not approved by the Administrative Agent or, in the case of the Acquisition Documents, without the waiver, amendment or other modification of any such terms in any manner that is materially adverse to the Lenders or the Arrangers in their respective capacities as such without the consent of each of the Arrangers; it being understood and agreed that (1) any reduction in the purchase price in excess of 5.00% thereof or that does not result in a proportionate reduction in the aggregate principal amount of the Loans and the commitments under the Revolving Credit Agreement, the Convertible Loan Agreement and the LuxCo Loan Agreement, escrow of purchase price hold back amounts and any release or use of such escrowed proceeds shall be materially adverse to the interest of the Lenders and/or either of the

Arrangers, (2) any change to the definition of "Material Adverse Effect" or any similar definition shall be deemed to be materially adverse to the interests of the Lenders and the Arrangers, and (3) any modifications to any of the provisions relating to any Administrative Agent's, Collateral Agent's, Arranger's or Lender's liability, jurisdiction or status as a third party beneficiary under the Merger Agreement shall be deemed to be materially adverse to the interest of the Lenders and the Arrangers.

(ii) Borrower shall have consummated the LuxCo Equity Contribution, LuxCo shall have received not less than $227,700,000 in gross proceeds of loans and advances made pursuant to the Convertible Loan Agreement and the Convertible Loan Documents shall be in form and substance satisfactory to the Administrative Agent.

(iii) Clement Pappas shall have received not less than $230,000,000 in gross proceeds of loans and advances made to MergerSub pursuant to the LuxCo Loan Agreement and the LuxCo Loan Documents shall be in form and substance satisfactory to the Administrative Agent.

(iv) The Revolving Credit Agreement shall have become effective and not more than the sum of (A) $25,000,000 and (B) the aggregate amount necessary to cash collateralize letters of credit in connection with the Refinancing shall have been advanced thereunder and the Revolving Credit Documents shall be in full force and effect and in form and substance satisfactory to the Administrative Agent.

(v) The Equity Financing shall have been consummated. The terms of the Equity Financing shall not require any payments or other distributions of cash or Property in respect thereof, or any purchases, redemptions or other acquisitions thereof for cash or Property, in each case before the first anniversary of the Maturity Date.

(vi) The proceeds of the Equity Financing, together with the ultimate proceeds of the Loans to be made hereunder on the Closing Date and the borrowings under the Revolving Credit Agreement on the Closing Date, shall be sufficient to pay in full the Purchase Price (as defined in the Commitment Letter), the Refinancing and all fees, commissions and expenses related to each of the foregoing.

(vii) The Refinancing shall have been consummated in full to the satisfaction of the Administrative Agent with all liens in favor of the existing lenders being unconditionally released; the Administrative Agent shall have received a "pay-off" letter in form and substance reasonably satisfactory to the Administrative Agent with respect to all Indebtedness being refinanced in the Refinancing; and the Administrative Agent shall have received from any Person holding any Lien securing any such Indebtedness, such UCC (or equivalent) termination statements, mortgage releases, releases of assignments of leases and rents, releases of security interests in Intellectual Property and other instruments, in each case in proper form for recording or filing, as the Administrative Agent shall have reasonably requested to release and terminate of record the Liens securing such Indebtedness.

(viii) Since March 27, 2011 there shall not have occurred a Company Material Adverse Effect.

(e) Financial Statements; Pro Forma Balance Sheet; Projections. The Administrative Agent shall have received and shall be satisfied with the form and substance of the financial statements described in Section 3.04 and with the forecasts and projections of the financial performance of Clement Pappas and its Subsidiaries (including the Projections).

(f) Indebtedness and Minority Interests. After giving effect to the Transactions and the other transactions contemplated hereby, no Company shall have outstanding any Indebtedness or Preferred Stock other than (i) the Loans hereunder, (ii) Indebtedness under the Convertible Loan Documents in an aggregate principal amount of $227,700,000, (iii) Indebtedness under the LuxCo Loan Documents in an aggregate principal amount of $230,000,000, (iv) loans under the Revolving Credit Agreement in an aggregate principal amount not to exceed the amount set forth in clause (d)(iv) of this Article IV, (v) Indebtedness under Section 6.01(e) in an aggregate principal amount not exceeding $1,300,000, (vi) the Indebtedness listed on Schedule 6.01(b) and (vi) Indebtedness owed by any CP Guarantor (other than Holdings) to any other CP Guarantor (other than Holdings).

(g) Opinions of Counsel; Luxembourg Tax Authorities. The Administrative Agent shall have received, on behalf of itself, the other Agents and the Lenders, a favorable written opinion of (i) Squire, Sanders & Dempsey (US) LLP, special counsel for the Transaction Parties, substantially to the effect set forth in Exhibit N-1, (ii) Deloitte LLP, special tax counsel for the Transaction Parties, substantially to the effect set forth in Exhibit N-2; (iii) Blake, Cassels & Graydon LLP, special Canadian counsel for the Transaction Parties, substantially to the effect set forth in Exhibit N-3; (iv) Deloitte LLP, special Canadian tax counsel for the Transaction Parties, substantially to the effect set forth in Exhibit N-4; (v) AMMC Law, special Luxembourg counsel for the Transaction Parties, substantially to the effect set forth in Exhibit N-5; and (vi) each other local and foreign counsel listed on Schedule 4(g), substantially to the effect set forth in Exhibit N-6, in each case (A) dated the Closing Date, (B) except in the case of opinions set forth in clauses (ii) and (iv) above, addressed to the Agents and the Lenders and (C) covering such matters relating to the Loan Documents and the Transactions as the Administrative Agent shall reasonably request. The Administrative Agent shall have received evidence that is satisfactory to the Administrative Agent in its sole discretion that the capitalization, the terms and conditions of any equity arrangements and the corporate or other organizational structure of the Transaction Parties is consistent with written descriptions thereof that were made to the Luxembourg *Administration des Contributions Directes* (ACD) on or before the Closing Date.

(h) Solvency Certificate. The Administrative Agent shall have received a solvency certificate (a "**Solvency Certificate**") in the form of Exhibit M, dated the Closing Date and signed by the chief financial officer or President of the general partner of Borrower.

(i) Legal Requirements. The Administrative Agent shall be satisfied that each Company, and the Transactions shall be in full compliance with all material Legal Requirements, including Regulations T, U and X of the Board, and shall have received satisfactory evidence of such compliance reasonably requested by them.

(j) Consents. The Administrative Agent shall be satisfied that all requisite Governmental Authorities, equityholders and third parties shall have approved, authorized or consented to the Transactions, and there shall be no governmental or judicial action, actual or threatened, that has or would have, individually or in the aggregate, a reasonable likelihood of restraining, preventing or imposing burdensome conditions on the Transactions or the other transactions contemplated hereby.

(k) Litigation. There shall not exist any claim, action, suit, investigation, litigation or proceeding pending or threatened by or before any court, or any Governmental Authority, that (a) individually or in the aggregate, has had, or could reasonably be expected to result in, a Material Adverse Effect, (b) calls into question in any material respect the Projections or any of the material assumptions on which the Projections were prepared, or (c) could materially and adversely affect the ability of any Transaction Party to perform its material obligations under the Loan Documents, the Acquisition Documents, the LuxCo Loan Documents, the Convertible Loan Documents, the Revolving

Credit Documents or the ability of the parties to consummate the financings contemplated hereby or the other Transactions.

(l) Sources and Uses. The sources and uses of the Loans shall be as set forth in Section 3.12.

(m) Fees. The Arrangers and Administrative Agent shall have received all Fees (including any fees to be paid for the account of any Lender at closing that Borrower or Lassonde has previously agreed to in writing) and other amounts due and payable on or before the Closing Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses (including the premiums, survey charges and recording taxes and fees and the legal fees and expenses of Jones Day, McCarthy Tétrault and Arendt & Medernach, in each case special counsel to the Administrative Agent and Jefferies Finance LLC, as an Arranger, in each applicable jurisdiction and the fees and expenses of any other local counsel, foreign counsel, appraisers, consultants and other advisors) required to be reimbursed or paid by the Loan Parties hereunder or under any other Loan Document.

(n) Personal Property Requirements. The Collateral Agent shall have received:

(i) all certificates, agreements or instruments representing or evidencing the Securities Collateral accompanied by instruments of transfer and stock powers undated and endorsed in blank;

(ii) (A) the Intercompany Subordinated Note executed by and among the CP Guarantors and their Subsidiaries, accompanied by an endorsement to the Intercompany Subordinated Note in the form attached thereto, undated and endorsed in blank by each of the CP Guarantors, (B) the LuxCo Note executed by Clement Pappas and LuxCo, accompanied by an endorsement to the LuxCo Note in the form attached thereto, undated and endorsed in blank by Clement Pappas, (C) the LuxCo Assignment Agreement, undated and executed in blank by LuxCo and (D) the Convertible Note executed by Borrower and LuxCo, accompanied by an endorsement to the Convertible Note in the form attached thereto, undated and endorsed in blank by LuxCo;

(iii) all other certificates, agreements, including Control Agreements (other than Control Agreements described on Schedule 5.18), or instruments necessary to perfect the Collateral Agent's security interest in all chattel paper, all instruments, all deposit accounts identified in Schedule 15 to the Perfection Certificate and all Investment Property of each Transaction Party (as each such term is defined in, and to the extent required by, the Security Agreements); and, with respect to all UCC, RPMRR and PPSA financing statements (including fixture filings) required to be filed pursuant to the Loan Documents, evidence satisfactory to the Collateral Agent the same have been duly filed;

(iv) UCC, RPMRR and PPSA financing statements in appropriate form for filing under the UCC, CCQ and PPSA, as applicable, filings with the United States Patent and Trademark Office, the United States Copyright Office, the Canadian Intellectual Property Office or the Luxembourg Intellectual Property Directorate, as applicable, and such other documents under applicable Legal Requirements in each jurisdiction as may be necessary or appropriate or, in the opinion of the Collateral Agent, desirable to perfect the Liens created, or purported to be created, by the Security Documents;

(v) certified copies, each as of a recent date, of (w) the UCC, RPMRR and PPSA searches required to be attached as Exhibit 5 to the Perfection Certificate, (x) United States Patent and Trademark Office, United States Copyright Office, Canadian Intellectual Property Office and Luxembourg Intellectual Property Directorate searches with respect to Holdings and each of its Subsidiaries, (y) tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent reports or searches listing all effective lien notices or comparable documents that name any of Holdings or any of its Subsidiaries as debtor and that are filed in the state and county jurisdictions in which any Company is organized or maintains its principal place of business, and (z) such other searches that the Collateral Agent deems necessary or appropriate; and

(vi) evidence reasonably acceptable to the Collateral Agent of payment or arrangements for payment by the Loan Parties of all applicable filing or recording taxes, fees, charges, costs and expenses required for the filing or recording of the Security Documents.

(o) Insurance. The Administrative Agent shall have received a copy of, or a certificate as to coverage under, the insurance policies required by Section 5.04 and the applicable provisions of the Security Documents, each of which shall be endorsed or otherwise amended to include a "standard" or "New York" lender's loss payable or mortgagee endorsement (as applicable) and shall name the Collateral Agent, on behalf of the Secured Parties, as additional insured, in form and substance satisfactory to the Administrative Agent and the Collateral Agent.

(p) Bank Regulatory Documentation. The Administrative Agent and the Lenders shall have received, in form and substance satisfactory to them, all documentation and other information required by bank regulatory authorities or reasonably requested by the Administrative Agent or any Lender under or in respect of applicable Anti-Terrorism Laws or "know-your-customer" Legal Requirements, including the Executive Order.

(q) Notice. The Administrative Agent shall have received a Borrowing Request as required by Section 2.03 (or such notice shall have been deemed given in accordance with Section 2.03) if Loans are being requested.

(r) No Default. At the time of and immediately after giving effect to such Loans and the application of the proceeds thereof, no Event of Default shall have occurred and be continuing on such date, other than (i) any Event of Default under Section 8.01(d) or Section 8.01(e), in each case to the extent resulting directly from a breach of covenant by a Loan Party, or (ii) any Event of Default arising as a direct result of the breach of any representation or warranty that is not a Specified Representation.

(s) Representations and Warranties. Each of the Specified Representations shall be true and correct on and as of the Closing Date in all material respects, at the time of and immediately after giving effect to such Loans and the application of the proceeds thereof, except to the extent such representations and warranties expressly relate to an earlier date (in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date); *provided* that any representation and warranty that is qualified as to "materiality", "Material Adverse Effect" or similar language shall be true and correct (after giving effect to any qualification therein) in all respects on such respective dates.

Each of the delivery of a Borrowing Request and the acceptance by Borrower of the proceeds of such Loans shall constitute a representation and warranty by Borrower and each other Loan Party that on the date of such Loans (both immediately before and after giving effect to such Loans and the application of the proceeds thereof) the conditions contained in this Article IV have been satisfied. Borrower shall provide such information (including calculations in reasonable detail of the covenants in Section 6.10) as the Administrative Agent may reasonably request to confirm that the conditions in this Article IV have been satisfied.

ARTICLE V
AFFIRMATIVE COVENANTS

Each Loan Party warrants, covenants and agrees with the Administrative Agent, the Collateral Agent and each Lender that so long as this Agreement shall remain in effect and until the Termination Date has occurred, each Loan Party will, and will cause each of its Subsidiaries and each other Transaction Party, to:

Section 5.01 Financial Statements, Reports, etc. Furnish to the Administrative Agent and each Lender:

(a) Annual Reports. As soon as available and in any event within 90 days after the end of each fiscal year, (i) the consolidated balance sheet of Clement Pappas and its Subsidiaries as of the end of such fiscal year and related consolidated statements of income, cash flows and stockholders' equity for such fiscal year, in comparative form with such financial statements as of the end of, and for, the preceding fiscal year, and notes thereto (including a note with a consolidating balance sheet and statements of income and cash flows separating out Clement Pappas and its Subsidiaries), all prepared in accordance with GAAP and accompanied by an opinion of Deloitte LLP or other independent public accountants of recognized national standing reasonably satisfactory to the Administrative Agent (which opinion shall not be qualified as to scope or contain any going concern or other qualification or exemption), stating that such financial statements fairly present, in all material respects, the consolidated financial condition, results of operations and cash flows of Clement Pappas and its Subsidiaries as of the dates and for the periods specified in accordance with GAAP, (ii) a management report in a form reasonably satisfactory to the Administrative Agent setting forth, on a consolidating basis, the financial condition, results of operations and cash flows of Clement Pappas and its Subsidiaries as of the end of and for such fiscal year, compared to the end of and for the previous fiscal year and budgeted amounts, and (iii) a management's discussion and analysis of the financial condition and results of operations for such fiscal year, as compared to the previous fiscal year and budgeted amounts;

(b) Quarterly Reports. As soon as available and in any event within 45 days after the end of each of the first three fiscal quarters of each fiscal year (but no later than the date on which Clement Pappas would be required to file a Form 10-Q under the Exchange Act if it were subject to Sections 15 and 13(d) of the Exchange Act), (i) the consolidated balance sheet of Clement Pappas and its Subsidiaries as of the end of such fiscal quarter and related consolidated statements of income and cash flows for such fiscal quarter and for the then elapsed portion of the fiscal year, in comparative form with the consolidated statements of income and cash flows for the comparable periods in the previous fiscal year, and notes thereto (including a note with a consolidating balance sheet and statements of income and cash flows separating out Clement Pappas and its Subsidiaries), all prepared in accordance with GAAP and accompanied by a certificate of a Financial Officer stating that such financial statements fairly present, in all material respects, the consolidated financial condition, results of operations and cash flows of Clement Pappas and its Subsidiaries as of the date and for the periods specified in accordance with GAAP consistently applied, and on a basis consistent with audited financial statements referred to in clause (a) of this Section 5.01, subject to normal year-end audit adjustments and the absence of footnotes, (ii) a management report in a form reasonably satisfactory to the Administrative Agent setting forth, on a consolidating basis, the financial condition, results of operations and cash flows of Clement Pappas and its Subsidiaries as of the end of and for such fiscal quarter and for the then elapsed portion of the fiscal year, compared to the end of such fiscal quarter and for the comparable periods in the previous fiscal year and budgeted amounts, (iii) a management's discussion and analysis of the financial condition and results of operations for such fiscal quarter and the then elapsed portion of the fiscal year, as compared to the comparable periods in the previous fiscal year and budgeted amounts and (iv) the consolidating balance sheet for each of LuxCo, Canadian GP and Borrower as of the end of such fiscal quarter and the related consolidating statements of income and cash flows for each such Person for such fiscal quarter and for the then elapsed portion of the fiscal year, in comparative form with the consolidating statements of income and cash flows for each such Person for the comparable periods in the previous fiscal year, accompanied by a certificate of a Financial Officer stating that such financial statements fairly present, in all material respects, the consolidating financial condition and consolidating results of operations and cash flows of each such Person as of the date and for the periods specified in accordance with GAAP consistently applied, subject to the absence of footnotes;

(c) Monthly Reports. Within 30 days after the end of each fiscal month, (i) the consolidated balance sheet of Clement Pappas and its Subsidiaries as of the end of such fiscal month and the related consolidated statements of income and cash flows of Clement Pappas and its Subsidiaries for such fiscal month and for the then elapsed portion of the fiscal year, in comparative form with the consolidated statements of income and cash flows for the comparable periods in the previous fiscal year, accompanied by a certificate of a Financial Officer stating that such financial statements fairly present, in all material respects, the consolidated financial condition and consolidated results of operations and cash flows of Clement Pappas and its Subsidiaries as of the date and for the periods specified in accordance with GAAP consistently applied, subject to normal year-end audit adjustments and the absence of footnotes, and (ii) a management report in a form reasonably satisfactory to the Administrative Agent setting forth, on a consolidating basis, the results of operations and cash flows of Clement Pappas and its Subsidiaries for such fiscal month and for the then elapsed portion of the fiscal year compared to the comparable periods in the previous fiscal year and budgeted amounts;

(d) Financial Officer's Certificate. (i) Concurrently with any delivery of financial statements under Section 5.01(a) or Section 5.01(b) above, a Compliance Certificate certifying that no Default has occurred or, if such a Default has occurred, specifying in reasonable detail the nature and extent thereof and any corrective action taken or proposed to be taken with respect thereto; (ii) concurrently with any delivery of financial statements under Section 5.01(a) or Section 5.01(b) above, a Compliance Certificate setting forth computations in reasonable detail satisfactory to the Administrative Agent demonstrating compliance with the covenants contained in Section 6.10 and, in the case of Section 5.01(a) above, setting forth Borrower's calculation of Excess Cash Flow; and (iii) in the case of Section 5.01(a) above, a report of the accounting firm conducting the audit of such financial statements stating that at the request of Clement Pappas it has reviewed Clement Pappas' computation of compliance with the financial covenants contained in Section 6.10 as of the end of the fiscal year that is the subject of such audit, and that such computation is consistent with the computations that are required to determine compliance with such Section 6.10 and related definitions of this Agreement (or, if it is not consistent, explaining why it is not);

(e) Financial Officer's Certificate Regarding Collateral. Concurrently with any delivery of financial statements under Section 5.01(a) above and delivery of a Perfection Certificate Supplement under Section 5.13(b), a certificate of a Financial Officer certifying that as of the date thereof (i) all UCC, RPMRR and PPSA financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a sufficient description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction necessary to protect, perfect or maintain the perfection or priority of the Liens under the Security Documents for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period), and (ii) all possessory Collateral required to be delivered to the Collateral Agent or the Administrative Agent pursuant to the Security Documents has been so delivered;

(f) Public Reports; Reports to Holders of Indebtedness. Promptly after the same become publicly available, copies of all periodic and other reports, proxy statements, notices and other materials or information filed by any Company with the SEC or with any national securities exchange, or distributed to holders of its Indebtedness pursuant to the terms of the documentation governing such Indebtedness (or any trustee, agent or other representative therefor), as the case may be;

(g) Management Letters. Promptly after the receipt thereof by any Company, a copy of any final "management letter" or similar document received by any such Person from its certified public accountants that reflects a "material weakness" in the internal financial controls of the Companies and the management's responses thereto;

(h) Budgets. No later than 30 days before the first day of each fiscal year of Clement Pappas and its Subsidiaries, a budget in form reasonably satisfactory to the Administrative Agent (including budgeted statements of income for each of Clement Pappas's and its Subsidiaries' business units and sources and uses of cash and balance sheets) prepared by Clement Pappas for (i) each fiscal month of such fiscal year prepared in detail and (ii) each quarter in the five years immediately following such fiscal year prepared in summary form, in each case, of Clement Pappas and its Subsidiaries, with appropriate presentation and discussion in reasonable detail of the principal assumptions upon which such budget is based, accompanied by a certificate of a Financial Officer of Borrower certifying that the budget of Clement Pappas and its Subsidiaries is a reasonable estimate for the period covered thereby;

(i) Organization. Within 30 days after the close of each fiscal year of Clement Pappas, Borrower shall deliver an accurate and complete organization chart showing in reasonable detail the ownership structure of the Companies as of the last day of such fiscal year, or confirm that there are no changes to Schedule 3.07(c);

(j) Organizational Documents. Promptly, from time to time, (i) copies of any Organizational Documents of any Transaction Party that have been amended or modified in a manner that is, or could reasonably be expected to be, adverse in any material respects to any Agent or Lender, and (ii) a copy of any notice of default (or equivalent) given or received by any Transaction Party under any Organizational Document within 15 days after such Company gives or receives such notice; and

(k) Other Information. Promptly, from time to time, such other information regarding the operations, business affairs and financial condition of any Transaction Party, or compliance with the terms of any Loan Document, or the environmental condition of any Real Property, as the Administrative Agent or any Lender may reasonably request.

Section 5.02 Litigation and Other Notices. Furnish to the Administrative Agent and each Lender written notice of the following promptly (and, in any event, within three Business Days following a Responsible Officer or any vice-president or equivalent Person of any Company becoming aware thereof):

(a) any Default, specifying the nature and extent thereof and the corrective action (if any) taken or proposed to be taken with respect thereto;

(b) the filing or commencement of, or any written threat or notice of intention of any Person to file or commence, any action, suit, litigation or proceeding, whether at law or in equity or otherwise by or before any Governmental Authority, (i) against any Transaction Party or any Affiliate thereof that, individually or in the aggregate, has had, or could reasonably be expected to have, a Material Adverse Effect, (ii) with respect to any Loan Document or (iii) with respect to any of the other Transactions;

(c) any development that, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect;

(d) the occurrence of a Casualty Event exceeding $1,000,000 (whether or not covered by insurance);

(e) written notice from (i) any customer that, together with its Affiliates, represents more than 10.0% in the aggregate of Clement Pappas and its Subsidiaries' consolidated revenues during the most recent fiscal year or (ii) any supplier that is material to the consolidated operations of Clement Pappas and its Subsidiaries, taken as a whole, in either case, notifying any Transaction Party, as the case may be, that (x) such customer or supplier has elected to terminate or not renew any material contract with Clement Pappas or any of its Subsidiaries or (y) Clement Pappas or any of its Subsidiaries has committed a material breach of a contract with such customer or supplier;

(f) copies of any final unexecuted amendment, supplement, waiver or other modification with respect to any Acquisition Document or any other agreement or instrument subject to the restrictions contained in Section 6.11 or any material notice with respect to any of the foregoing;

(g) the receipt by any Company of any notice of any Environmental Claim or violation of or potential liability under, or knowledge by any Company that there exists a condition that has resulted, or could reasonably be expected to result, in an Environmental Claim, Release or a violation of or liability under, any Environmental Law, except for Environmental Claims, Releases, violations and liabilities the consequence of which, in the aggregate, have not and could not be reasonably likely to subject the Companies collectively to liabilities exceeding $1,000,000; and

(h) (i) the incurrence of any Lien (other than Permitted Collateral Liens) on, or claim asserted against, any of the Collateral in excess of $1,000,000 in the aggregate for all such Liens or claims or (ii) the occurrence of any other event which could reasonably be expected to materially adversely affect the value of the Collateral, taken as a whole.

Section 5.03 Existence; Compliance with Laws; Businesses and Properties. (a) Do or cause to be done all things necessary to preserve, renew and maintain in full force and effect its legal existence, except as otherwise expressly permitted under Section 6.05 or Section 6.06.

(b) Do or cause to be done all things necessary to obtain, protect, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, privileges, franchises, authorizations, patents, copyrights, trademarks and other Intellectual Property material to the conduct of its business; maintain and operate such business in substantially the manner in which it is conducted and operated on the Closing Date; comply with all applicable Legal Requirements (including any and all zoning, building, Environmental Law, ordinance, code or approval or any building permits or any restrictions of record or agreements affecting the Real Property) and decrees and Orders of any Governmental Authority, whether now in effect or hereafter enacted, except where the failure to comply with such Legal Requirements, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; pay and perform its obligations under all Leases and Transaction Documents (other than the Loan Documents) except where the failure to perform such obligations, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; pay and perform its obligations under all Loan Documents; and at all times maintain, preserve and protect all Property material to the conduct of such business and keep such Property in good repair, working order and condition (other than wear and tear occurring in the ordinary course of business) and from time to time make, or cause to be made, all necessary and proper repairs, renewals, additions, improvements and replacements thereto necessary in order that the business carried on in connection therewith may be properly conducted at all times;

provided that nothing in this Section 5.03(b) shall prevent (i) Dispositions of Property, consolidations or mergers by or involving any Company in accordance with Section 6.05 or Section 6.06; (ii) the withdrawal by any Company of its qualification as a foreign corporation in any jurisdiction where such withdrawal, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect; or (iii) the abandonment by any Company of any Intellectual Property that such Company reasonably determines is not useful to its businesses and no longer commercially desirable.

Section 5.04 Insurance. (a) Keep its insurable Property adequately insured at all times by financially sound and reputable insurers; maintain such other insurance, to such extent and against such risks as is customary with companies in the same or similar businesses operating in the same or similar locations, including insurance with respect to Mortgaged Properties and other Properties material to the business of the Companies against such casualties and contingencies and of such types and in such amounts with such deductibles and provisions for minimum claim amounts as is customary in the case of similar businesses operating in the same or similar locations. Without limiting any other obligations or liabilities of any Loan Party under any Loan Document, each Loan Party shall procure and maintain, at its own expense, at least the following minimum insurance coverage:

(i) Physical hazard insurance on an “all risk” basis, together with flood, earthquake, boiler & machinery (including explosion), business interruption and extra expense insurance. The insurers with respect to all such insurance shall waive all rights of subrogation against the Collateral Agent, any right of set-off or counterclaim and any right to deduction by attachment or otherwise.

(ii) Commercial general liability against claims for bodily and personal injury, death or property damage covering any and all insurable claims, and including premises/operations, broad form contractual liability, independent contractors, products and completed operations. The insurers with respect to all such insurance shall waive all rights of subrogation against the Collateral Agent, any right of set-off or counterclaim and any right to deduction by attachment or otherwise. Both the primary and excess policies of Borrower shall respond and pay first in the protection of the Secured Parties with respect to any Company and the operations thereof and shall not be limited or reduced by the availability to the Secured Parties of other primary and excess policies, respectively.

(iii) Workers’ compensation insurance and such other insurance as may be required by any Legal Requirement.

(b) All such insurance, except as set forth in clause (a)(iii) above, shall be endorsed to (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days (or, in the case of non-payment of premium, 10 days) after receipt by the Collateral Agent of written notice thereof, (ii) name the Collateral Agent as mortgagee and lender’s loss payee on behalf of the Secured Parties in the case of property insurance and as additional insured on behalf of the Secured Parties in the case of liability insurance and (iii) be reasonably satisfactory in all other respects to the Collateral Agent.

(c) Notify the Administrative Agent and the Collateral Agent promptly whenever any separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Section 5.04 is taken out by any Company; and promptly (and, in any event, within five Business Days) deliver to the Administrative Agent and the Collateral Agent a duplicate original copy of such policy or policies.

(d) With respect to each Mortgaged Property, obtain flood insurance in such total amount as the Administrative Agent or the Required Lenders may from time to time reasonably require, if at any time the area in which any improvements located on any Mortgaged Property is designated a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973.

(e) Deliver to the Administrative Agent, the Collateral Agent and the Lenders a report of a reputable insurance broker with respect to such insurance and such supplemental reports with respect thereto as the Administrative Agent or the Collateral Agent may from time to time reasonably request.

(f) No Loan Party that is an owner of any Mortgaged Property shall take any action that is reasonably likely to be the basis for termination, revocation or denial of any insurance coverage required to be maintained under such Loan Party's respective Mortgage or that could reasonably be the basis for a defense to any claim under any Insurance Policy maintained in respect of the Premises, and each Loan Party shall otherwise comply in all material respects with all Insurance Requirements in respect of the Premises; *provided*, *however*, that each Loan Party may, at its own expense and after written notice to the Administrative Agent, (i) contest the applicability or enforceability of any such Insurance Requirements by appropriate legal proceedings, the prosecution of which does not constitute a basis for cancellation or revocation of any insurance coverage required under this Section 5.04 or (ii) cause the Insurance Policy containing any such Insurance Requirement to be replaced by a new policy complying with the provisions of this Section 5.04.

Section 5.05 Obligations and Taxes. (a) Pay its Indebtedness and other obligations promptly and in accordance with their terms and pay and discharge promptly when due all Taxes, assessments and governmental charges or levies imposed upon it or upon its income or profits or in respect of its Property, before the same shall become delinquent or in default, as well as all lawful claims for labor, services, materials and supplies or otherwise that, if unpaid, could reasonably be expected to give rise to a Lien other than a Permitted Lien upon such Properties or any part thereof; *provided* that such payment and discharge shall not be required with respect to any such Tax, assessment, charge, levy or claim so long as (i) the validity or amount thereof shall be contested in good faith by appropriate proceedings timely instituted and diligently conducted and the applicable Company shall have set aside on its books adequate reserves or other appropriate provisions with respect thereto in accordance with GAAP, and (ii) such contest operates to suspend collection of the contested obligation, Tax, assessment or charge and enforcement of a Lien other than a Permitted Lien.

(b) Timely and correctly file all Tax Returns required to be filed by it.

(c) Borrower does not intend to treat the Loans as being a "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4. In the event Borrower determines to take any action inconsistent with such intention, it will promptly notify the Administrative Agent thereof.

Section 5.06 Employee Benefits. (a) Comply in all material respects with all applicable Legal Requirements, including the applicable provisions of ERISA and the Code with respect to all Employee Benefit Plans and (b) furnish to the Administrative Agent (x) as soon as practicable after, and in any event within five Business Days after any Responsible Officer of any Company or any ERISA Affiliate of any Company knows or has reason to know that, any ERISA Event or other event with respect to an Employee Benefit Plan has occurred that, alone or together with any other ERISA Event could reasonably be expected to result in liability of the Companies or any of their ERISA Affiliates in an aggregate amount exceeding $500,000 or the imposition of a Lien, a statement of a Financial Officer of

Borrower setting forth details as to such ERISA Event and the action, if any, that the Companies propose to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, Department of Labor or the PBGC with respect thereto, and (y) upon request by the Administrative Agent, copies of (i) any annual report (Form 5500 Series) filed by any Company or any of its ERISA Affiliates with the Employee Benefits Security Administration with respect to each Employee Benefit Plan; (ii) the most recent actuarial valuation report for each Pension Plan or Multiemployer Plan and each annual report for any Multiemployer Plan; (iii) all notices received by any Company or any of its ERISA Affiliates from a Multiemployer Plan sponsor or any governmental agency concerning an ERISA Event; and (iv) such other information, documents or governmental reports or filings relating to any Employee Benefit Plan as the Administrative Agent shall reasonably request.

Section 5.07 Maintaining Records; Access to Properties and Inspections; Annual Meetings. (a) Keep proper books of record and account in which full, true and correct entries in conformity with GAAP and all Legal Requirements are made of all dealings and transactions in relation to its business and activities. Each Company will permit any representatives designated by the Administrative Agent or any Lender to visit and inspect the financial records and the Property of such Company at reasonable times and as often as reasonably requested and to make extracts from and copies of such financial records, and permit any representatives designated by the Administrative Agent or any Lender to discuss the affairs, finances, accounts and condition of any Company with the officers and employees thereof and advisors therefor (including independent accountants).

(b) Within 120 days after the close of each fiscal year of Clement Pappas, hold a meeting (at a mutually agreeable location and time or, at the option of the Administrative Agent, a conference call) with all Lenders who choose to attend such meeting or conference call at which meeting or conference call shall be reviewed the financial results of the previous fiscal year and the financial condition of the Loan Parties and the budgets presented for the current fiscal year of Clement Pappas.

Section 5.08 Use of Proceeds. Use the proceeds of the Loans only for the purposes set forth in Section 3.12.

Section 5.09 Compliance with Environmental Laws; Environmental Reports. (a) Comply, and use commercially reasonable efforts to cause all lessees and other Persons occupying Real Property owned, operated or leased by any Company to comply, in all material respects, with all Environmental Laws and Environmental Permits applicable to its operations and the Real Property; obtain and maintain in full force and effect all material Environmental Permits applicable to its operations and the Real Property; and conduct all Responses required by any Governmental Authority or under any applicable Environmental Laws, and in accordance with, the requirements of any Governmental Authority and applicable Environmental Laws.

(b) Do or cause to be done all things required by Environmental Laws to prevent any Release of Hazardous Materials in, on, under, at, to or from any Real Property owned, leased or operated by any of the Companies or their predecessors in interest except in full compliance with applicable Environmental Laws or an Environmental Permit, and to ensure that there shall be no Hazardous Materials in, on, under or from any Real Property owned, leased or operated by any of the Companies except those that are used, stored, handled and managed in full compliance with applicable Environmental Laws.

(c) Undertake all actions, including Response actions, necessary, at the sole cost and expense of the Loan Parties, (i) to address any Release of Hazardous Materials on, at, under, from or onto any Real Property owned, leased or operated by any of the Companies as required pursuant to Environmental Law or the requirements of any Governmental Authority or as the Administrative Agent reasonably deems necessary to avoid a Material Adverse Effect; (ii) to keep any Real Property owned, leased or operated by any of the Companies free and clear of all Liens and other encumbrances pursuant to any Environmental Law, whether due to any act or omission of any Company or any other Person; and (iii) to promptly notify the Administrative Agent in writing of: (1) any material Release or threatened Release of Hazardous Materials in, on, under, at, from or migrating to any Real Property owned, leased or operated by any of the Companies, except those that are pursuant to and in compliance with the terms and conditions of an Environmental Permit, (2) any material non-compliance with, or violation of, any Environmental Law applicable to any Company, any Company's business and any Real Property owned, leased or operated by any of the Companies, (3) any Lien pursuant to Environmental Law imposed on any Real Property owned, leased or operated by any of the Companies, (4) any material investigation or remediation of any Real Property owned, leased or operated by any of the Companies required to be undertaken pursuant to Environmental Law, and (5) any material notice or other communication received by any Company from any Person or Governmental Authority relating to any Environmental Claim or liability or potential liability of any Company pursuant to any Environmental Law.

(d) Diligently pursue and use commercially reasonable efforts to cause any Person with an indemnity, contribution or other obligation to any of the Companies relating to compliance with or liability under Environmental Law to satisfy such obligations in full and in a timely manner. To the extent that such Person has not fully satisfied or is not diligently undertaking the necessary actions to achieve satisfaction of such obligations, the Companies shall promptly undertake all action necessary to achieve full and timely satisfaction of such obligations.

(e) Shall not amend in any way or waive any or all of the rights it may have under any other agreement pursuant to which there are indemnity, contribution, statutory rights or other obligation to any of the Companies relating to compliance with or liability under Environmental Law, without the prior written consent of the Administrative Agent.

(f) If an Event of Default exists or if Administrative Agent becomes aware of conditions that it reasonably believes could result in a breach of Section 3.18 or this Section 5.09, then, within 30 days following a written request of the Administrative Agent, the Loan Parties shall provide the Administrative Agent (or the Required Lenders through the Administrative Agent) with a Phase I environmental assessment prepared in accordance with the then current ASTM 1527 Standards and compliance audit prepared by an environmental consulting firm, and in form and substance, reasonably acceptable to the Administrative Agent and shall thereafter provide within 45 days following a written request of the Administrative Agent a Phase II environmental assessment to address any recognized environmental conditions identified in the Phase I assessment, and such Phase II environmental assessment must be in form and substance reasonably acceptable to Administrative Agent. If a Default caused by reason of a breach of Section 3.18 or this Section 5.09 shall have occurred, the Loan Party shall; (i) promptly undertake all actions, including Response Actions, required by applicable Environmental Law to address any such breach of Section 3.18 or this Section 5.09; and (ii) permit the Administrative Agent and its representatives to have access to all Real Property and all facilities owned, leased or operated by any of the Companies which are the subject of such Default for the purpose of conducting such environmental audits and testing as the Administrative Agent deems appropriate, including subsurface sampling of soil and groundwater, all of which shall be at Loan Parties' cost.

Section 5.10 Interest Rate Protection. No later than the 90th day after the Closing Date, Clement Pappas shall enter into, and for a minimum of three years thereafter maintain, with a Lender or a lender under the Revolving Credit Agreement, or any Affiliate of the foregoing, Hedging Agreements with terms and conditions and counterparties acceptable to the Administrative Agent that result in at least 50% of the aggregate principal amount of the Loans being effectively subject to a fixed or maximum interest rate reasonably acceptable to the Administrative Agent.

Section 5.11 Additional Collateral; Additional Guarantors. (a) Subject to this Section 5.11, with respect to any Property acquired after the Closing Date by any Transaction Party that is intended to be subject to the Lien created by any of the Security Documents but is not so subject (but, in any event, excluding any Equity Interest of a Foreign Subsidiary not required to be pledged pursuant to the last sentence of Section 5.11(b)), promptly (and in any event within 15 Business Days after the acquisition thereof, unless extended by the Administrative Agent in writing in its sole discretion) (i) execute and deliver to the Administrative Agent and the Collateral Agent such amendments or supplements to the relevant Security Documents or such other documents as the Administrative Agent or the Collateral Agent shall deem necessary or advisable to grant to the Collateral Agent, for its benefit and for the benefit of the other Secured Parties, a Lien on such Property subject to no Liens other than Permitted Collateral Liens, (ii) to the extent requested by the Administrative Agent or the Collateral Agent, deliver opinions of counsel to Borrower in form and substance, and from counsel, reasonably acceptable to the Administrative Agent, and (iii) take all actions necessary to cause such Lien to be duly perfected to the extent required by such Security Documents in accordance with all applicable Legal Requirements, including the filing of financing statements in such jurisdictions as may be reasonably requested by the Administrative Agent or the Collateral Agent. Borrower and the other Loan Parties shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, perfection and priority of the Lien of the Security Documents against such after-acquired Properties.

(b) With respect to any Person that is or becomes (i) a guarantor of (or otherwise provides, direct or indirect, credit support in respect of) the payment and/or performance of all or any portion of the obligations under or in respect of the Revolving Credit Documents (an "**RCD Guarantor**") (ii) a Subsidiary of a Loan Party after the Closing Date, promptly (and in any event within (x) 3 Business Days after such Person becomes an RCD Guarantor or (y) 30 days after such Person becomes a Subsidiary, in each case, unless extended by the Administrative Agent in writing in its sole discretion) (A) deliver to the Collateral Agent the certificates, if any, representing all of the Equity Interests of such Person, together with undated stock powers or other appropriate instruments of transfer executed and delivered in blank by a duly authorized officer of the holder(s) of such Equity Interests, and all intercompany notes owing from such Person to any Loan Party together with instruments of transfer executed and delivered in blank by a duly authorized officer of such Loan Party and (B) cause such new Person (1) to execute a Joinder Agreement to become a Guarantor and a Pledgor or, in the case of a Person that is organized in a jurisdiction other than the United States or any political subdivision thereof, execute a security document compatible with the laws of such Person's jurisdiction (and in form and substance reasonably satisfactory to the Collateral Agent) to cause such Person to become a Guarantor and a Pledgor, (2) deliver opinions of counsel to Borrower in form and substance, and from counsel, reasonably satisfactory to the Administrative Agent, and (3) to take all actions necessary or advisable in the opinion of the Administrative Agent or the Collateral Agent to cause the Lien created by the applicable Security Document to be duly perfected to the extent required by such Security Document in accordance with all applicable Legal Requirements, including the filing of financing statements (or equivalent registrations) in such jurisdictions as may be reasonably requested by the Administrative Agent or the Collateral Agent. Notwithstanding the foregoing, (x) the Equity Interests required to be delivered to the Collateral Agent pursuant to clause (A) of the preceding sentence shall not include any Equity Interests of a Foreign Subsidiary of a Loan Party organized in a jurisdiction in the United States that is a controlled foreign corporation (within the meaning of Section 957(a) of the Code) and (y) no Foreign Subsidiary of a Loan Party organized in a jurisdiction in the United States that is a controlled foreign corporation (within the meaning of Section 957(a) of the Code) shall be required to take the actions specified in clause (B) of the preceding sentence, *provided* that the exception contained in clause (x) shall not apply to Voting Stock of any Subsidiary which is a first-tier controlled foreign corporation (as defined in Section 957(a) of the Code) representing 66% of the total voting power of all outstanding Voting Stock of such Subsidiary and shall not apply to 100% of the Equity Interests not constituting

Voting Stock of any such Subsidiary, except that any such Equity Interests constituting "stock entitled to vote" within the meaning of Treasury Regulation Section 1.956-2(c)(2) shall be treated as Voting Stock for purposes of this Section 5.11(b).

(c) With respect to any Person that is or becomes a Subsidiary of a Loan Party or an RCD Guarantor after the Closing Date, promptly (and in any event within (x) 3 Business Days after such Person becomes an RCD Guarantor or (y) 10 Business Days after such Person becomes a Subsidiary, unless extended by the Administrative Agent in writing in its sole discretion) execute and deliver to the Collateral Agent (i) a counterpart to the Intercompany Subordinated Note and (ii) if such Person is a Loan Party, an endorsement to the Intercompany Subordinated Note (undated and endorsed in blank) in the form attached thereto, endorsed by such Subsidiary.

(d) Promptly grant to the Collateral Agent (and in any event within 45 days of the acquisition thereof, unless extended by the Administrative Agent in writing in its sole discretion) a security interest in and Mortgage on (i) each Real Property owned in fee by a Loan Party as is acquired by such Loan Party after the Closing Date and that, together with any improvements thereon, individually has a Fair Market Value of at least $500,000, and (ii) unless the Collateral Agent otherwise consents, each leased Real Property of such Loan Party where manufacturing or processing is conducted and which lease individually has a term greater than five years and an annual rent of at least $120,000, in each case, as additional security for the Secured Obligations (unless the subject Property is already mortgaged to a third party to the extent permitted by Section 6.02). Such Mortgages shall be granted pursuant to documentation reasonably satisfactory in form and substance to the Administrative Agent and the Collateral Agent and shall constitute valid and enforceable perfected first priority Liens subject only to Permitted Collateral Liens. Such Loan Party shall promptly deliver to the Collateral Agent (and in any event within 30 days) a Landlord Access Agreement with respect to each leased Real Property at which (x) Borrower's corporate headquarters is situated or (z) Collateral having a Fair Market Value of at least $500,000 is or will be located (unless the applicable Loan Party shall have used all commercially reasonable efforts to obtain, but failed to obtain, such Landlord Access Agreements). The Mortgages or instruments related thereto shall be duly recorded or filed in such manner and in such places as are required by applicable Legal Requirements to establish, perfect, preserve and protect the Liens in favor of the Collateral Agent required to be granted pursuant to the Mortgages and all taxes, fees and other charges payable in connection therewith shall be paid in full. Such Loan Party shall otherwise take such actions and execute and/or deliver to the Collateral Agent such documents as the Administrative Agent or the Collateral Agent shall require to confirm the validity, enforceability, perfection and priority of the Lien of any existing Mortgage or new Mortgage against such after-acquired Real Property (including a Title Policy, a Survey and local counsel opinion (in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent) in respect of such Mortgage) and shall take such actions relating to insurance with respect to such after-acquired Real Property and execute and/or delivery to the Collateral Agent such insurance certificates and other documentation (including with respect to title and flood insurance), in each case in form and substance satisfactory to the Administrative Agent and Collateral Agent, as the Collateral Agent shall reasonably request.

Section 5.12 Security Interests; Further Assurances. (a) Promptly, upon the reasonable request of the Administrative Agent, the Collateral Agent or any Lender, at the Loan Parties' expense, execute, acknowledge and deliver, or cause the execution, acknowledgment and delivery of, and thereafter register, file or record, or cause to be registered, filed or recorded, in an appropriate governmental office, any document or instrument supplemental to or confirmatory of the Security Documents or otherwise deemed by the Administrative Agent or the Collateral Agent reasonably necessary or desirable for the continued validity, enforceability, perfection and priority of the Liens on the Collateral covered thereby subject to no other Liens except Permitted Liens, or obtain any consents or waivers as may be necessary or appropriate in connection therewith.

(b) Without limiting the foregoing, deliver or cause to be delivered to the Administrative Agent and the Collateral Agent from time to time such other documentation, instruments, consents, authorizations, approvals and Orders in form and substance reasonably satisfactory to the Administrative Agent and the Collateral Agent as the Administrative Agent and the Collateral Agent shall reasonably deem necessary or advisable to perfect or maintain the validity, enforceability, perfection and priority of the Liens on the Collateral pursuant to the Security Documents.

(c) Upon the exercise by the Administrative Agent, the Collateral Agent or any Lender of any power, right, privilege or remedy pursuant to any Loan Document which requires any consent, approval, registration, qualification or authorization of any Governmental Authority, execute and deliver all applications, certifications, instruments and other documents and papers that the Administrative Agent, the Collateral Agent or such Lender may reasonably require.

(d) If the Administrative Agent, the Collateral Agent or the Required Lenders determine that they are required by any Legal Requirements to have appraisals prepared in respect of the Real Property of any Loan Party constituting Collateral, Borrower shall provide to the Administrative Agent appraisals that satisfy the applicable requirements of the Real Estate Appraisal Reform Amendments of FIRREA and are otherwise in form and substance satisfactory to the Administrative Agent and the Collateral Agent.

(e) In furtherance of the foregoing in this Section 5.12 and Section 5.11, to the maximum extent permitted by applicable Legal Requirements, each Loan Party (i) authorizes each of the Collateral Agent and/or the Administrative Agent to execute any such documentation, consents, authorizations, approvals, Orders, applications, certifications, instruments and other documents and papers in such Loan Party's name and to file such agreements, instruments or other documents in any appropriate filing office, (ii) authorizes each of the Collateral Agent and/or the Administrative Agent to file any financing statement (and/or equivalent foreign registration) required hereunder or under any other Loan Document, and any continuation statement or amendment (and/or equivalent foreign registration) with respect thereto, in any appropriate filing office without the signature of such Loan Party, and (ii) ratifies the filing of any financing statement (and/or equivalent foreign registration), and any continuation statement or amendment with respect thereto (and/or equivalent foreign registration), filed without the signature of such Loan Party before the date hereof.

(f) Notwithstanding anything to the contrary contained in this Section 5.12 or in Section 5.11, (i) the attachment or perfection of Liens provided for therein shall not be required if, in the reasonable discretion of the Administrative Agent, the costs of obtaining such attachment or perfection in such assets or perfection thereof are excessive in relation to the benefit to the Collateral Agent, for the benefit of the Secured Parties, of the security to be afforded thereby, and (ii) Equity Interests in any Person that is not a Wholly Owned Subsidiary will be pledged only to the extent permitted by the terms of such Person's Organizational Documents.

Section 5.13 Information Regarding Collateral. (a) Not effect any change (i) in any Transaction Party's legal name, (ii) in the location of any Transaction Party's chief executive office or domicile (within the meaning of the CCQ), (iii) in any Transaction Party's organizational structure, (iv) in any Transaction Party's Federal Taxpayer Identification Number or organizational identification number, if any (except as may be required by applicable Legal Requirements, in which case, Borrower shall promptly notify the Administrative Agent of such change), or (v) in any Transaction Party's jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, dissolving, liquidating, reorganizing or organizing in any other jurisdiction), until (A) it shall have given the Collateral Agent and the Administrative Agent not less than 10 Business Days' prior written notice (in the form of an Officers' Certificate), or such lesser notice period agreed to by the Collateral Agent, of its intention so to do, clearly describing such change and providing such other information in connection therewith as the Collateral Agent or the Administrative Agent may reasonably request and (B) it shall have taken all action reasonably satisfactory to the Collateral Agent to maintain the validity, enforceability, perfection and priority of the security interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral, if applicable; *provided* that in no event shall LuxCo, Borrower or Canadian GP change its jurisdiction of organization without the prior written consent of the Required Lenders. Each Loan Party shall promptly provide the Collateral Agent with certified Organizational Documents reflecting any of the changes described in the preceding sentence. Each Compliance Certificate delivered pursuant to Section 5.01(d) shall notify the Collateral Agent of any change (since, as applicable, the Closing Date or the Compliance Certificate theretofore most recently delivered pursuant to Section 5.01(d)) in the location of any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral is located (including the establishment of any such new office or facility) if, as a result of any such change, (x) a Landlord Access Agreement would be required to be delivered pursuant to Section 5.11 or (y) additional registrations would be required to be made to ensure continued perfection of the Collateral Agent's security interest in the Collateral.

(b) Concurrently with the delivery of financial statements pursuant to Section 5.01(a), deliver to the Administrative Agent and the Collateral Agent a Perfection Certificate Supplement.

Section 5.14 Maintenance of Corporate Separateness. Satisfy in all material respects, customary corporate, limited liability company or other like formalities, including the accurate maintenance of separate organizational and business records. No Company shall make any payment to a creditor of another Company (in its capacity as a creditor of another Company) (other than pursuant to a guarantee by the payor Company permitted under Section 6.01) in respect of any liability of such other Company, and no bank account of any Company shall be commingled with any bank account of any other Company. No Company shall take any action, or conduct its affairs in a manner, that is reasonably likely to result in the organizational existence of such Company, or any other Company, being ignored, or in the assets and liabilities of any Company being substantively consolidated with those of any other Company in an Insolvency Proceeding or a Luxembourg Insolvency Proceeding.

Section 5.15 Maintenance of Ratings. (a) Cause a monitored public corporate rating and a monitored public corporate family rating to be maintained by S&P and Moody's with respect to the Loans and (b) cause S&P and Moody's and to maintain a monitored public corporate rating and a monitored public corporate family rating, respectively, for Clement Pappas.

Section 5.16 Designation as Senior Debt. Designate all Obligations as "Senior Indebtedness" (or equivalent term) under, and defined in, the Subordination Agreement and all other documentation governing Subordinated Indebtedness and in any other public senior indebtedness and all supplemental indentures thereto.

Section 5.17 Equity Contributions. Comply with, and cause Lassonde and its Affiliates to comply with, the requirements of the Equity Contribution Agreement.

Section 5.18 Post-Closing Matters. Execute and deliver the documents and complete the tasks set forth on Schedule 5.18, in each case within the time limits specified therein (which may be extended in the Administrative Agent's sole discretion). References in the representations and warranties and covenants of this Agreement and the other Loan Documents to Loan Documents to be executed and delivered pursuant to this Section 5.18 shall be deemed to refer to such Loan Documents as and when delivered pursuant to this Section 5.18.

ARTICLE VI
NEGATIVE COVENANTS

Each Loan Party warrants, covenants and agrees with the Administrative Agent, the Collateral Agent and each Lender that until the Termination Date has occurred, no Loan Party will, nor will they cause or permit any Subsidiaries to:

Section 6.01 Indebtedness. Incur, create, assume or permit to exist, directly or indirectly, any Indebtedness, except:

(a) Indebtedness incurred under the Loan Documents;

(b) Indebtedness outstanding on the Closing Date and listed on Schedule 6.01(b) and Permitted Refinancing Debt in respect thereof;

(c) Indebtedness consisting of Hedging Obligations under Permitted Hedging Agreements; *provided* that if such Hedging Obligations relate to interest rates, (i) such Hedging Obligations relate to payment obligations on Indebtedness otherwise permitted to be incurred by the Loan Documents and (ii) the notional principal amount of such Hedging Obligations at the time incurred does not exceed the principal amount of the Indebtedness to which such Hedging Obligations relate;

(d) Indebtedness permitted by Section 6.04;

(e) Indebtedness of Clement Pappas and its Subsidiaries in respect of Purchase Money Obligations, Capital Lease Obligations and Synthetic Lease Obligations in an aggregate amount not to exceed $5,000,000 at any time outstanding;

(f) Indebtedness of the Loan Parties under the Revolving Credit Documents (including any notes issued in connection therewith) and any Permitted Refinancing Debt in respect thereof in an aggregate principal amount of all such Indebtedness not to exceed the maximum aggregate principal amount permitted under the Intercreditor Agreement with respect thereto;

(g) (i) Indebtedness of LuxCo to Borrower under the Convertible Loan Agreement in an aggregate principal amount at any time outstanding not to exceed (x) the aggregate principal amount then outstanding of the Loans minus (y) $2,300,000 and (ii) Indebtedness of the CP Guarantors under the under the LuxCo Loan Agreement in an aggregate principal amount at any time outstanding not to exceed the aggregate principal amount then outstanding of the Loans; *provided* that all payments to LuxCo in connection with the LuxCo Loan Documents shall be deposited directly into the Blocked Account, except for interest payments under the LuxCo Loan Agreement constituting the Fixed Margin Amount (as defined in the LuxCo Loan Agreement in effect on the Closing Date) with respect to the applicable period of determination; *provided*, *further,* that all such deposits in the Blocked Account shall be transferred on a daily basis to the Quebec LP Blocked Account;

(h) Indebtedness in respect of bid, performance or surety bonds issued for the account of any Company in the ordinary course of business, including guarantees or obligations of any Company with respect to letters of credit supporting such bid, performance or surety obligations (in each case other than for an obligation for money borrowed), in an aggregate amount not to exceed $2,000,000 at any time outstanding;

(i) Contingent Obligations of any Company in respect of Indebtedness otherwise permitted under this Section 6.01 (other than Section 6.01(i));

(j) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument inadvertently (except in the case of daylight overdrafts) drawn against insufficient funds in the ordinary course of business; *provided*, *however*, that such Indebtedness is extinguished within five Business Days of incurrence;

(k) Indebtedness arising in connection with endorsement of instruments for deposit in the ordinary course of business;

(l) Indebtedness of any Person that becomes a Subsidiary after the Closing Date (provided that such Indebtedness (i) exists at the time such Person becomes a Subsidiary, (ii) is not created in anticipation or contemplation of such Person becoming a Subsidiary and (iii) is not directly or indirectly recourse to any of the Companies or any of their respective assets, other than to the Person that becomes a Subsidiary) and any Permitted Refinancing Debt in respect thereof, in an aggregate principal amount of all such Indebtedness for all such Subsidiaries not to exceed $1,000,000 at any time outstanding; and

(m) unsecured Indebtedness of any Company in an aggregate principal amount for all Companies not to exceed $3,000,000 at any time outstanding.

Section 6.02 Liens. Create, incur, assume or permit to exist, directly or indirectly, any Lien on any Property now owned or hereafter acquired by it or on any income or revenues or rights in respect of any thereof, except the following (collectively, the "**Permitted Liens**"):

(a) inchoate Liens for taxes, assessments or governmental charges or levies not yet due and payable or delinquent and Liens for taxes, assessments or governmental charges or levies, which are being contested in good faith by appropriate proceedings promptly initiated and diligently conducted for which adequate reserves have been established in accordance with GAAP, which proceedings (or Orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Property subject to any such Lien;

(b) Liens in respect of Property of any Company imposed by law, which were incurred in the ordinary course of business and do not secure Indebtedness for borrowed money, such as carriers', warehousemen's, materialmen's, landlords', workmen's, suppliers', repairmen's and mechanics' Liens and other similar Liens arising in the ordinary course of business, and which (i) do not in the aggregate materially detract from the value of the Property of the Companies, taken as a whole, or the Loan Parties, taken as a whole, and do not materially impair the use thereof in the operation of the business of the Companies, taken as a whole, or the Loan Parties, taken as a whole, and (ii) if they secure obligations that are then due and unpaid, are being contested in good faith by appropriate proceedings promptly initiated and diligently conducted for which adequate reserves have been established in accordance with GAAP, which proceedings (or Orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Property subject to any such Lien;

(c) any Lien in existence on the Closing Date and set forth on Schedule 6.02(c) and any Lien granted as a replacement or substitute therefor; *provided* that any such replacement or substitute Lien (i) except as permitted by clause (a) of the proviso to the definition of "Permitted Refinancing Debt", does not secure an aggregate amount of Indebtedness or other obligations, if any, greater than that secured on the Closing Date (*minus* the aggregate amount of any permanent repayments and prepayments thereof since the Closing Date but only to the extent that such repayments and prepayments by their terms cannot be reborrowed or redrawn and do not occur in connection with a refinancing of all or a portion of such Indebtedness) and (ii) does not encumber any Property other than the Property subject thereto on the Closing Date (any such Lien, an "**Existing Lien**");

(d) easements, rights-of-way, restrictions (including zoning restrictions), covenants, licenses, encroachments, protrusions, servitudes and other similar charges or encumbrances, and minor title deficiencies, in each case, on or with respect to any Real Property, whether now or hereafter in existence, not (i) securing Indebtedness, (ii) individually or in the aggregate materially impairing the value or marketability of such Real Property or (iii) individually or in the aggregate materially interfering with the ordinary conduct of the business of the Companies at or otherwise with respect to such Real Property;

(e) Liens arising out of judgments, attachments or awards not resulting in a Default and in respect of which such Company shall in good faith be diligently prosecuting an appeal or proceedings for review in respect of which there shall be secured a subsisting stay of execution pending such appeal or proceedings;

(f) Liens (other than any Lien imposed by ERISA) (x) imposed by law or deposits made in connection therewith in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security legislation, (y) incurred in the ordinary course of business to secure the performance of tenders, statutory obligations (other than excise taxes), surety, stay, customs and appeal bonds, statutory bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (in each case, exclusive of obligations for the payment of Indebtedness) or (z) arising by virtue of deposits made in the ordinary course of business to secure liability for premiums to insurance carriers; *provided* that (i) with respect to clauses (x), (y) and (z) of this Section 6.02(f), such Liens are for amounts not yet due and payable or delinquent or, to the extent such amounts are so due and payable, such amounts are being contested in good faith by appropriate proceedings for which adequate reserves have been established in accordance with GAAP, which proceedings (or Orders entered in connection with such proceedings) have the effect of preventing the forfeiture or sale of the Property subject to any such Lien, and (ii) to the extent such Liens are not imposed by Legal Requirements, such Liens shall in no event encumber any Property other than cash and Cash Equivalents and any related deposit accounts and securities accounts the balances of which are comprised solely of the applicable cash and Cash Equivalents required to satisfy clauses (x) through (z) above;

(g) Leases of the Properties of any Company, in each case entered into in the ordinary course of such Company's business so long as such Leases do not, individually or in the aggregate, (i) interfere in any material respect with the ordinary conduct of the business of any Company or (ii) materially impair the use or the value of the Property subject thereto;

(h) Liens arising out of conditional sale, title retention, consignment or similar arrangements for the sale of goods entered into by any Company in the ordinary course of business of such Company;

(i) Liens securing Indebtedness incurred pursuant to Section 6.01(e), *provided* that (i) any such Liens attach only to the Property being financed pursuant to such Indebtedness and the proceeds thereof, (ii) do not encumber any other Property of any Company and (iii) the principal amount of the Indebtedness secured by any such Lien shall not exceed the lesser of 80% of the Fair Market Value or the cost of the Property secured by such Lien;

(j) bankers' Liens, rights of setoff and other similar Liens existing solely with respect to cash and Cash Equivalents on deposit in one or more accounts maintained by any Company, in each case granted in the ordinary course of business in favor of the bank or banks with which such accounts are maintained, securing amounts owing to such bank with respect to cash management and operating account arrangements, including those involving pooled accounts and netting arrangements;

provided that, unless such Liens are non-consensual and arise by operation of applicable Legal Requirements, in no case shall any such Liens secure (either directly or indirectly) the repayment of any Indebtedness;

(k) Liens granted pursuant to the Security Documents to secure the Secured Obligations and, to the extent not prohibited under the Intercreditor Agreement, Liens granted by the CP Guarantors pursuant to the Revolving Credit Documents and the LuxCo Loan Documents;

(l) licenses of Intellectual Property granted by any Company in the ordinary course of business and not interfering in any material respect with the ordinary conduct of business of the Companies;

(m) the filing of UCC, RPMRR, PPSA or equivalent financing statements solely as a precautionary measure in connection with bailments, operating leases or consignment of goods;

(n) Liens of a collecting bank arising in the ordinary course of business under Section 4-208 of the UCC (or any equivalent provision of the UCC, CCQ or PPSA or any other foreign jurisdiction) covering only the items being collected upon;

(o) Liens granted by a Company in favor of a Loan Party in respect of Indebtedness owed by such Company to such Loan Party; *provided* that such Indebtedness is (i) evidenced by the Intercompany Subordinated Note and (ii) pledged by such Loan Party as Collateral pursuant to the Security Documents; and

(p) Liens on Property comprising fixed assets of a Person existing at the time such Person is acquired or merged with or into or consolidated with any Company to the extent securing Indebtedness permitted under Section 6.01(l); *provided* that such Liens (i) do not extend to Property not subject to such Liens at the time of such acquisition, merger or consolidation, (ii) are no more favorable to the lienholders than such existing Liens, (iii) are not created in anticipation or contemplation of such acquisition, merger or consolidation, and (iv) attach only to fixed assets financed pursuant to such Indebtedness and the proceeds thereof and not encumber any other Property of any Company.

Section 6.03 Sale and Leaseback Transactions. Enter into any arrangement, directly or indirectly, with any Person whereby it shall sell or transfer any Property used or useful in its business, whether now owned or hereafter acquired, and thereafter rent or lease such Property or other Property which it intends to use for substantially the same purpose or purposes as the Property being sold or transferred (a "**Sale and Leaseback Transaction**").

Section 6.04 Investments, Loans and Advances. Directly or indirectly, lend money or credit (by way of guarantee, assumption of debt or otherwise) or make advances to any Person, or purchase or acquire any stock, bonds, notes, debentures or other obligations or securities of, or any other interest in, or make any capital contribution to, any other Person, or purchase or own a futures contract or otherwise become liable for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract (all of the foregoing, collectively, "**Investments**"), except that the following shall be permitted:

(a) the Companies may consummate the Transactions in accordance with the provisions of the Transaction Documents;

(b) Investments outstanding on the Closing Date and identified on Schedule 6.04(b);

(c) the Companies may (i) acquire and hold accounts receivable owing to any of them if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary terms, (ii) invest in, acquire and hold cash and Cash Equivalents, (iii) endorse negotiable instruments held for collection in the ordinary course of business or (iv) make lease, utility and other similar deposits in the ordinary course of business;

(d) Hedging Obligations permitted pursuant to Section 6.01(c);

(e) loans and advances to directors, employees and officers of a Loan Party and the Subsidiaries for *bona fide* business purposes and to purchase Equity Interests of Holdings or Parent in an aggregate amount not to exceed $500,000 at any time outstanding (calculated without regard to write-downs or write-offs thereof); *provided* that, following an IPO, no loans in violation of Section 402 of the Sarbanes-Oxley Act shall be permitted hereunder;

(f) Investments by (i) Canadian GP in Borrower, (ii) Borrower in LuxCo in the form of the LuxCo Equity Contribution and loans and advances under the Convertible Loan Documents, (iii) LuxCo in Clement Pappas in the form of loans and advances under the LuxCo Loan Documents, (iv) Holdings in Clement Pappas, (v) any CP Guarantor (other than Holdings) in any other CP Guarantor (other than Holdings) and (vi) a Subsidiary of Clement Pappas that is not a CP Guarantor in any other Subsidiary of Clement Pappas that is not a CP Guarantor; *provided* that (x) the loans and advances of Borrower to LuxCo under the Convertible Loan Documents shall be evidenced by a promissory note (the "**Convertible Note**") that is substantially in the form of Exhibit R-1 and pledged by Borrower as Collateral pursuant to the Quebec Security Agreement, (y) the loans and advances of LuxCo to Clement Pappas under the LuxCo Loan Documents shall be evidenced by a promissory note (the "**LuxCo Note**") that is substantially in the form of Exhibit R-2 and pledged by LuxCo as Collateral pursuant to the Luxembourg Security Agreement and (z) any Investment in the form of a loan or advance by a CP Guarantor to another CP Guarantor or any Subsidiary of a CP Guarantor shall be evidenced by the Intercompany Subordinated Note and pledged by such CP Guarantor as Collateral pursuant to the Security Documents;

(g) Investments in securities of trade creditors or customers in the ordinary course of business and consistent with such Company's past practices that are received in settlement of *bona fide* disputes or pursuant to any plan of reorganization or liquidation or similar arrangement upon the bankruptcy or insolvency of such trade creditors or customers;

(h) mergers, amalgamations and consolidations in compliance with Section 6.05;

(i) Investments made by Holdings or any of its Subsidiaries as a result of consideration received in connection with an Asset Sale made in compliance with Section 6.06;

(j) acquisitions of Property in compliance with Section 6.07 (other than Section 6.07(a));

(k) Restricted Payments in compliance with Section 6.08;

(l) unsecured intercompany loans, by any Subsidiary of Holdings to Holdings evidenced by the Intercompany Subordinated Note for purposes and in amounts that would otherwise be permitted to be made as Dividends to Holdings pursuant to Section 6.08(c) or Section 6.08(d); *provided* that the principal amount of any such loans shall reduce Dollar-for-Dollar the amounts that would otherwise be permitted to be paid for such purpose in the form of Dividends pursuant to Section 6.08(c) or Section 6.08(d);

(m) Permitted Acquisitions;

(n) other Investments in an aggregate amount not to exceed $1,000,000 on the date such Investments are made; and

(o) guaranties permitted under Section 6.01 and by any CP Guarantor of Indebtedness of other CP Guarantors to the extent such Indebtedness is permitted to be incurred hereunder.

Section 6.05 Mergers, Amalgamations and Consolidations. Wind up, liquidate or dissolve its affairs or enter into any transaction of merger, amalgamation or consolidation or change the jurisdiction or organization or formation (or agree to do any of the foregoing at any time), except as follows:

(a) the Transactions as contemplated by, and in compliance with, the Transaction Documents;

(b) any Disposition of assets in compliance with Section 6.06 (other than Section 6.06(e) and Section 6.06(f));

(c) any Permitted Acquisition;

(d) any merger or consolidation of a solvent Subsidiary of Clement Pappas with or into any other CP Guarantor except Holdings (as long as a CP Guarantor (or, if Clement Pappas is a party thereto, Clement Pappas) is the surviving Person in such merger or consolidation and remains a Wholly Owned Subsidiary of Holdings); *provided* that the Lien on and security interest in such Property granted or to be granted in favor of the Collateral Agent under the Security Documents shall be maintained or created in accordance with the provisions of Section 5.11 or Section 5.12, as applicable;

(e) any merger, amalgamation or consolidation of any Wholly Owned Subsidiary of Holdings that is not a CP Guarantor with or into any other Wholly Owned Subsidiary of Holdings that is not a CP Guarantor;

(f) any CP Guarantor may change its jurisdiction of organization or formation or agree to do so, to the extent set forth in Section 5.13;

(g) any merger, amalgamation or consolidation of LuxCo with or into Borrower that is substantially contemporaneous with the occurrence of the Termination Date; and

(h) any dissolution, liquidation or winding up of the affairs of any Subsidiary of Holdings at any time if such dissolution, liquidation or winding up is not disadvantageous to any Secured Party in any material respect.

To the extent the requisite Lenders under Section 11.02(b) waive the provisions of this Section 6.05 with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 6.05, such Collateral (unless sold to a Company or any Affiliate thereof), but not the proceeds thereof, shall be sold free and clear of the Liens created by the Security Documents, and, so long as Borrower shall have previously provided to the Collateral Agent and the Administrative Agent such certifications or documents as the Collateral Agent and/or the Administrative Agent shall reasonably request in order to demonstrate compliance with this Section 6.05, the Collateral Agent shall take all actions it deems appropriate in order to effect the foregoing.

Section 6.06 Asset Sales. Effect any Disposition of any Property, or agree to effect any Disposition of any Property, except that the following shall be permitted:

(a) (i) Dispositions of obsolete, worn out, used or surplus Property by Clement Pappas or any of its Subsidiaries in the ordinary course of business and the abandonment or other Disposition of Intellectual Property that is, in the reasonable good faith judgment of Borrower, no longer economically practicable to maintain or useful in the conduct of the business of the Companies taken as a whole, and (ii) Dispositions of Property to the extent that such Property is exchanged for credit against the purchase price of similar replacement Property;

(b) other Dispositions of Property; *provided* that (i) the aggregate consideration received in respect of all Dispositions of Property pursuant to this clause (b) shall not exceed \$3,000,000 in any period of 12 consecutive months, but, in any event, shall not exceed \$2,000,000 with respect to any single Disposition of Property or series or related Dispositions, (ii) such Dispositions of Property are made for Fair Market Value and on an arm's-length commercial basis, (iii) at least 90% of the consideration payable in respect of such Disposition of Property is in the form of cash or Cash Equivalents and (iv) at the time of and immediately after giving effect to such Disposition of Property, no Default shall have occurred and be continuing on such date;

(c) leases and subleases of real or personal (immovable or movable) Property (other than Sale and Leaseback Transactions) that are in the ordinary course of business, that provide for annual rent and other payments by the lessee thereunder not in excess of \$250,000 in any fiscal year, or that are reasonably acceptable to the Administrative Agent;

(d) the Transactions as contemplated by, and in compliance with, the Transaction Documents;

(e) Investments in compliance with Section 6.04;

(f) mergers, amalgamations and consolidations in compliance with Section 6.05;

(g) Restricted Payments in compliance with Section 6.08;

(h) sales of inventory in the ordinary course of business and Dispositions of cash and Cash Equivalents in the ordinary course of business or not in the ordinary course of business and not otherwise constituting a breach of any covenant in this Agreement;

(i) any Disposition of Property that constitutes a Casualty Event;

(j) a Disposition by Borrower to a Permitted Holder without recourse to any Company of Equity Interests of Parent owned by Borrower;

(k) within 20 Business Days following the Closing Date, the Disposition by Clement Pappas of the Executive Life Insurance Policies; and

(l) any Disposition of Property by any Subsidiary of Holdings to any of its Wholly Owned Subsidiaries; *provided* that if the transferor of such Property is a Guarantor, the transferee thereof must be a Guarantor.

To the extent the requisite Lenders under Section 11.02(b) waive the provisions of this Section 6.06, with respect to the sale of any Collateral, or any Collateral is sold as permitted by this Section 6.06, such Collateral (unless sold to a Company or any Affiliate thereof), but not the proceeds thereof, shall be sold free and clear of the Liens created by the Security Documents, and, so long as Borrower shall have previously provided to the Collateral Agent and the Administrative Agent such certifications or documents as the Collateral Agent and/or the Administrative Agent shall reasonably request in order to demonstrate compliance with this Section 6.06, the Collateral Agent shall take all actions it deems appropriate in order to effect the foregoing.

Section 6.07 Acquisitions. Directly or indirectly purchase or otherwise acquire (in one or a series of related transactions) any part of the Property of any Person (or agree to do any of the foregoing at any time), except that the following shall be permitted:

(a) Investments in compliance with Section 6.04;

(b) Capital Expenditures by Clement Pappas and its Subsidiaries shall be permitted to the extent not prohibited by Section 6.10(c);

(c) purchases and other acquisitions of inventory, materials, equipment and intangible Property in the ordinary course of business;

(d) leases or licenses of real or personal (immovable or movable) Property in the ordinary course of business and in accordance with this Agreement and the applicable Security Documents;

(e) the Transactions as contemplated by, and in compliance with, the Transaction Documents;

(f) Permitted Acquisitions;

(g) mergers and consolidations in compliance with Section 6.05; and

(h) Restricted Payments in compliance with Section 6.08;

provided that the Lien on and security interest in such Property granted or to be granted in favor of the Collateral Agent under the Security Documents shall be maintained or created in accordance with the provisions of Section 5.11 or Section 5.12, as applicable.

Section 6.08 Restricted Payments. Authorize, declare or pay, directly or indirectly, any Restricted Payment or incur any obligation (contingent or otherwise) to do so, except that the following shall be permitted:

(a) (i) Restricted Payments by any Company that is a Wholly Owned Subsidiary of Clement Pappas to Clement Pappas or any CP Guarantor that is a Wholly Owned Subsidiary of Clement Pappas, and (ii) to the extent permitted under the Subordination Agreement, Restricted Payments by any CP Guarantor to LuxCo and by any Company to Borrower.

(b) Restricted Payments by Clement Pappas to Holdings the proceeds of which are immediately applied to make Restricted Payments to the Parent, which in turn shall immediately apply such amounts as payments to the Parent’s shareholders; *provided* that (x) the amount of any such Restricted Payment shall not exceed the Cumulative Credit at the time thereof, (y) the aggregate of such Restricted Payments paid in any 12-month period ending on or before the third anniversary of the Closing Date shall not exceed $6,000,000 and (z) both before and after giving pro forma effect to any such

Restricted Payment (i) no Default or Event of Default shall have occurred and shall be continuing, (ii) the unused availability under the Revolving Credit Agreement shall be not less than $30,000,000 and (iii) the Total Leverage Ratio shall be less than 2.50 to 1.00.

(c) (A) to the extent actually used substantially concurrently by Holdings or Parent to pay such taxes, costs and expenses, payments by Clement Pappas or Holdings to or on behalf of Holdings, the Parent and their parent holding companies in an amount sufficient to pay franchise taxes and other fees required to maintain the legal existence of Holdings, the Parent and their parent holding companies and (B) payments by Clement Pappas or Holdings to or on behalf of Holdings or Parent in an amount sufficient to pay out-of-pocket legal, accounting and filing costs, directors' and officers' liability insurance and other expenses in the nature of overhead in the ordinary course of business of Holdings, the Parent and their parent holding companies, in the case of clauses (A) and (B) in an aggregate amount not to exceed $1,000,000 in any period of 12 consecutive months;

(d) Permitted Tax Distributions (but without duplication of amounts paid for Taxes pursuant to Section 6.08(c)); and

(e) The payment by Clement Pappas to its former shareholders of a working capital adjustment to the extent, if any, required by Section 2.7(e) of the Acquisition Agreement with the proceeds of revolving loans under the Revolving Credit Agreement; *provided* that to the extent such payment exceeds $500,000, such excess shall be paid with the proceeds of a Qualified Excluded Issuance; *provided*, *further*, that to the extent, if any, that any such working capital adjustment required by Section 2.7(e) of the Acquisition Agreement requires a payment by any of Clement Pappas's former shareholders and such payment is made to any direct or indirect shareholder of Holdings, such payment shall be deemed for all purposes of this Agreement to be a Restricted Payment by Holdings to such shareholder that is not permitted under this Section 6.08.

provided that the amount of Restricted Payments that may be made for a particular purpose pursuant to Section 6.08(c) or Section 6.08(d) shall be reduced Dollar-for-Dollar by the amount of any such payments made for such purpose in the form of an intercompany loan by Clement Pappas or one of its Subsidiaries to Holdings pursuant to Section 6.04(l).

Section 6.09 Transactions with Affiliates. Enter into, directly or indirectly, any transaction or series of related transactions, whether or not in the ordinary course of business, with any Affiliate of any Company (other than (x) between or among the Loan Parties or (y) between or among the Companies that are not Loan Parties), other than on terms and conditions at least as favorable to such Company as would reasonably be obtained by such Company at that time in a comparable arm's-length transaction with a Person other than an Affiliate, except that the following shall be permitted:

(a) Restricted Payments permitted by Section 6.08;

(b) Investments permitted by Section 6.04(e) and Section 6.04(f);

(c) reasonable and customary director, officer and employee compensation (including bonuses) and other benefits (including retirement, health, stock option and other benefit plans) and indemnification arrangements, in each case approved by the Board of Directors of the applicable Company;

(d) the Equity Contribution Agreement as in effect on the date hereof; and

(e) the Transactions as contemplated by, and in accordance with, the Transaction Documents.

Section 6.10 Financial Covenants.

(a) Maximum Total Leverage Ratio. Permit the Total Leverage Ratio of Clement Pappas and its Subsidiaries, as of the last day of any Test Period occurring during any period set forth in the table below, to exceed the ratio set forth opposite such period in the table below:

Period	**Total Leverage Ratio**
Closing Date through June 30, 2012	5.35 to 1.00
July 1, 2012, through September 30, 2012	5.00 to 1.00
October 1, 2012, through December 31, 2012	4.75 to 1.00
January 1, 2013, through March 31, 2013	4.50 to 1.00
April 1, 2013, through June 30, 2013	4.25 to 1.00
July 1, 2013, through December 31, 2013	4.00 to 1.00
January 1, 2013, through March 31, 2014	3.75 to 1.00
April 1, 2014, through September 30, 2014	3.50 to 1.00
October 1, 2014, through December 31, 2014	3.25 to 1.00
January 1, 2015, through June 30, 2015	3.00 to 1.00
July 1, 2015, through December 31, 2015	2.75 to 1.00
January 1, 2016, through Maturity Date	2.50 to 1.00

(b) Minimum Consolidated Interest Coverage Ratio. Permit the Consolidated Interest Coverage Ratio of Clement Pappas and its Subsidiaries, as of the last day of any Test Period occurring during any period set forth in the table below, to be less than the amount set forth opposite such period in the table below:

Period	**Consolidated Interest Coverage Ratio**
Closing Date through June 30, 2012	2.75 to 1.00
July 1, 2012, through December 31, 2012	3.00 to 1.00
January 1, 2013, through June 30, 2013	3.15 to 1.00
July 1, 2013, through December 31, 2013	3.25 to 1.00
January 1, 2014, through June 30, 2014	3.35 to 1.00
July 1, 2014, through September 30, 2014	3.45 to 1.00
October 1, 2014, through March 31, 2015	3.60 to 1.00
April 1, 2015, through September 30, 2015	3.70 to 1.00
October 1, 2015, through March 31, 2016	3.80 to 1.00
April 1, 2016, through Maturity Date	4.00 to 1.00

(c) Limitation on Capital Expenditures. Permit the aggregate amount of Capital Expenditures made by Clement Pappas and its Subsidiaries in any period set forth below (a "**Base Period**"), to exceed the amount set forth below (the "**Base Amount**") opposite such period below:

Base Period	**Base Amount**
Closing Date through December 31, 2011	$4,000,000
January 1, 2012, through December 31, 2012	$11,800,000

Base Period	Base Amount
January 1, 2013, through December 31, 2013	$13,200,000
January 1, 2014, through December 31, 2014	$13,200,000
January 1, 2015, through December 31, 2015	$13,500,000
January 1, 2016, through December 31, 2016	$13,900,000
January 1, 2017, through Maturity Date	$9,500,000

provided, *however*, that (i) if the aggregate amount of Capital Expenditures made in any Base Period shall be less than the Base Amount for such Base Period (before giving effect to any carryover), then an amount of such shortfall not exceeding 50% of the Base Amount in the immediately preceding Base Period (without giving effect to clause (iii) below) may be added to the Base Amount for the immediately succeeding (but not any other) Base Period; *provided* that, if any Default or Event of Default has occurred and is then continuing at the commencement of any Base Period, this clause (i) shall not apply with respect to such Base Period until such time as no Default or Event of Default shall exist, (ii) in determining whether any amount is available for carryover, the amount expended in any Base Period shall first be deemed to be expended from the Base Amount for such Base Period (before giving effect to any carryover) and (iii) the Base Amount for any period may be increased by the amount of (A) the Net Cash Proceeds of Qualified Excluded Issuances to the extent such Net Cash Proceeds are actually applied to make Capital Expenditures and (B) the proceeds of any Loans advanced pursuant to Section 2.17 to the extent that (x) the proceeds of such Loans are actually applied to make Capital Expenditures and (y) both before and after giving effect to such Loans and the use of the proceeds thereof on a Pro Forma Basis as of the end of the most recently ended Test Period, the Total Leverage Ratio is less than 2.50 to 1.00.

Section 6.11 Prepayments of Other Indebtedness; Modifications of Organizational Documents, Acquisition and Certain Other Documents, etc. Directly or indirectly:

(a) (i) make or offer to make (or give any notice in respect thereof) any voluntary or optional payment or prepayment on or redemption, retirement, defeasance, or acquisition for value of, or any prepayment or redemption as a result of any asset sale, change of control or similar event of, any Indebtedness outstanding under any Subordinated Indebtedness (other than the Convertible Loan Documents and the LuxCo Loan Documents) or (ii) make or offer to make (or give any notice in respect thereof) any payment under the Convertible Loan Documents or the LuxCo Loan Documents, except to the extent that such payment is not prohibited by the Subordination Agreement;

(b) waive, amend, supplement or modify (including by granting any consent with respect thereto), or permit any such waiver, amendment, supplementation or modification of, any provision of any Convertible Loan Document or any LuxCo Loan Document in any manner that is prohibited under the Subordination Agreement;

(c) waive, amend, supplement or modify, or permit the waiver, amendment, supplementation or modification of, any provision of any Transaction Document or any Material Indebtedness in any manner that is, or could reasonably be expected to be, adverse in any material respect to the interests of any Secured Party; or

(d) terminate, amend, modify (including electing to treat any Pledged Interests (as defined in the U.S. Security Agreement, the Quebec Security Agreement, the Lassonde Pledge Agreement or the Luxembourg Pledge Agreement) as a "security" under Section 8-103 of the UCC (or any equivalent provision of the UCC, CCQ, the Securities Transfer Act (Quebec) or the PPSA or any other applicable Legal Requirements)) or change any of its Organizational Documents (including by the filing or modification of any certificate of designation) or any agreement to which it is a party with respect to its

Equity Interests (including any stockholders' agreement), or enter into any new agreement with respect to its Equity Interests, other than any such amendments, modifications or changes or such new agreements which are not, and could not reasonably be expected to be, adverse in any material respect to the interests of any Secured Party.

Section 6.12 Limitation on Certain Restrictions on Subsidiaries. Directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance, restriction or condition on the ability of any Subsidiary to (i) pay Dividends or make any other distributions on its Equity Interests or any other interest or participation in its profits owned by any Company, or pay any Indebtedness owed to any Company, (ii) make loans or advances to any Company or (iii) transfer any of its Properties to any Company, except for such encumbrances, restrictions or conditions existing under or by reason of:

(a) applicable mandatory Legal Requirements;

(b) the Loan Documents, the Convertible Loan Documents, the LuxCo Loan Documents and the Revolving Facility Documents as in effect on the Closing Date;

(c) customary provisions restricting subletting or assignment of any lease governing a leasehold interest of a Subsidiary;

(d) customary provisions restricting assignment of any agreement entered into by a Subsidiary in the ordinary course of business;

(e) customary restrictions and conditions contained in any agreement relating to the sale or other Disposition of any Property pending the consummation of such sale; *provided* that (i) such restrictions and conditions apply only to the Property to be sold, and (ii) such sale or other Disposition is permitted hereunder; or

(f) any encumbrances or restrictions imposed by any amendments or refinancings that are otherwise permitted by the Loan Documents and the Revolving Facility Documents; *provided* that such amendments or refinancings are no more materially restrictive with respect to such encumbrances and restrictions than those before such amendment or refinancing.

Section 6.13 Limitation on Issuance of Capital Stock. (a) With respect to Borrower, LuxCo, Canadian GP and Holdings, issue any Equity Interest that is Disqualified Stock.

(b) With respect to LuxCo, issue any Equity Interest (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, any Equity Interest, except (i) for stock splits, stock dividends and additional issuances of Equity Interests which do not decrease the percentage ownership of Borrower in any class of the Equity Interests of LuxCo, (ii) the Convertible Loan Agreement, to the extent that it constitutes a convertible security, and (iii) other Equity Interests issued to Borrower pursuant to the LuxCo Equity Contribution.

(c) With respect to Clement Pappas or any of its Subsidiaries, issue any Equity Interest (including by way of sales of treasury stock) or any options or warrants to purchase, or securities convertible into, any Equity Interest, except (i) for stock splits, stock dividends and additional issuances of Equity Interests which do not decrease the percentage ownership of Clement Pappas or any Subsidiaries in any class of the Equity Interests of such Subsidiary, (ii) Subsidiaries of Clement Pappas formed or acquired after the Closing Date in accordance with Section 6.14 may issue Equity Interests to Clement Pappas or the Wholly Owned Subsidiary of Clement Pappas which is to own such Equity

Interests, and (iii) Clement Pappas may issue common stock that is Qualified Capital Stock to Holdings. All Equity Interests issued in accordance with this Section 6.13(b) shall, to the extent required by Section 5.11 and Section 5.12 or any Security Document, be delivered to the Collateral Agent for pledge pursuant to the applicable Security Document.

Section 6.14 Limitation on Creation of Subsidiaries. Establish, create or acquire any additional Subsidiaries without the prior written consent of the Required Lenders; *provided* that, without such consent, Clement Pappas may (i) establish or create one or more Wholly Owned Subsidiaries, (ii) establish, create or acquire one or more Subsidiaries in connection with an Investment made pursuant to Section 6.04(f), or (iii) acquire one or more Subsidiaries in connection with a Permitted Acquisition or another Investment permitted hereunder, so long as, in each case, Section 5.11 shall be complied with.

Section 6.15 Business. (a) With respect to Canadian GP, engage in any business activities or own any Properties or incur any liabilities, other than (i) its ownership of Equity Interests of Borrower, (ii) activities with respect to its rights and obligations under or in connection with the Loan Documents and (ii) special purpose holding company activities and Properties reasonably incidental to the foregoing clause (i).

(b) With respect to Borrower, engage in any business activities or own any Properties or incur any liabilities, other than (i) its ownership of Equity Interests of LuxCo and Parent, (ii) activities with respect to its rights and obligations (whether borrowing or lending funds, granting or holding security, or otherwise) under or in connection with the Loan Documents and the Convertible Loan Documents and (iii) special purpose holding company activities and Properties reasonably incidental to the foregoing clauses (i) and (ii).

(c) With respect to LuxCo, engage in any business activities or own any Properties or incur any liabilities, other than (i) activities with respect to its rights and obligations (whether borrowing or lending funds, granting or holding security, or otherwise) under or in connection with the Loan Documents, the Convertible Loan Documents and the LuxCo Loan Documents and (ii) special purpose holding company activities and Properties reasonably incidental to the foregoing clause (i), including the making of Restricted Payments to Borrower that are immediately applied by Borrower to the payment or repayment of Obligations.

(d) With respect to Holdings, engage in any business activities or own any Properties or incur any liabilities, other than (i) its ownership of the Equity Interests of Clement Pappas, (ii) activities with respect to its rights and obligations under or in connection with the Acquisition Documents, the Equity Contribution Agreement, the Loan Documents, the LuxCo Loan Documents and the Revolving Credit Documents and (iii) special purpose holding company activities and Properties reasonably incidental to the foregoing clauses (i) and (ii).

(e) With respect to Clement Pappas and its Subsidiaries, engage (directly or indirectly) in any businesses other than those businesses in which Clement Pappas and its Subsidiaries are engaged on the Closing Date as described in the Confidential Information Memorandum (or which are substantially related thereto or are reasonable extensions thereof).

Section 6.16 Limitation on Accounting Changes. Make or permit, any change in accounting policies or reporting practices, without the consent of the Required Lenders, which consent shall not be unreasonably withheld, except changes that are required by GAAP (subject in each case to the provisions of Section 1.04).

Section 6.17 Fiscal Periods. Change its fiscal year-end and fiscal quarter-ends to dates (or permit to exist fiscal year-end and fiscal quarter-end dates), except that on the Closing Date to a fiscal year-end of December 31 and to fiscal quarter-ends on the last day of each calendar quarter.

Section 6.18 No Further Negative Pledge. Enter into any agreement, instrument, deed or lease which prohibits or limits the ability of any Company to create, incur, assume or suffer to exist any Lien upon any of its Properties or revenues, whether now owned or hereafter acquired, or which requires the grant of any Lien for an obligation if a Lien is granted for another obligation, except the following: (a) this Agreement, the other Loan Documents, the Convertible Loan Documents, the LuxCo Loan Documents and the Revolving Credit Documents; (b) covenants in documents creating Liens permitted by Section 6.02 prohibiting further Liens (other than Liens permitted under Section 6.02(k)) on the Properties encumbered thereby; and (c) any prohibition or limitation that (i) exists pursuant to applicable Legal Requirements, or (ii) consists of customary restrictions and conditions contained in any agreement relating to the sale or other Disposition of any Property pending the consummation of such sale or other Disposition; *provided* that (1) such restrictions apply only to such Property and (2) such sale other Disposition is permitted hereunder, or (iii) restricts subletting or assignment of any lease governing a leasehold interest of Clement Pappas or any of its Subsidiaries.

Section 6.19 Anti-Terrorism Law; Anti-Money Laundering. (a) Directly or indirectly, (i) knowingly conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any Person described in Section 3.22, (ii) knowingly deal in, or otherwise engage in any transaction relating to, any Property or interests in Property blocked pursuant to the Executive Order or any other Anti-Terrorism Law, or (iii) knowingly engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law (and the Loan Parties shall deliver to the Lenders any certification or other evidence requested from time to time by any Lender in its reasonable discretion, confirming the Companies' compliance with this Section 6.19).

(b) Cause or permit any of the funds of such Loan Party that are used to repay the Loans to be derived from any unlawful activity with the result that the making of the Loans would be in violation of Legal Requirements.

Section 6.20 Embargoed Person. Cause or permit (a) any of the funds or Properties of the Loan Parties that are used to repay the Loans to constitute Property of, or be beneficially owned directly or indirectly by, any Person subject to sanctions or trade restrictions under United States law ("**Embargoed Person**" or "**Embargoed Persons**") that is identified on (1) the "List of Specially Designated Nationals and Blocked Persons" maintained by OFAC and/or on any other similar list ("**Other List**") maintained by OFAC pursuant to any authorizing statute including the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 *et seq*., the Trading with the Enemy Act, 50 U.S.C. App. 1 *et seq*., and any Executive Order or regulation promulgated thereunder, with the result that the investment in the Loan Parties (whether directly or indirectly) is prohibited by applicable Legal Requirements, or the Loans made by the Lenders would be in violation of Legal Requirements, or (2) the Executive Order, any related enabling legislation or any other similar executive orders, or (b) any Embargoed Person to have any direct or indirect interest, of any nature whatsoever in the Loan Parties, with the result that the investment in the Loan Parties (whether directly or indirectly) is prohibited by applicable Legal Requirements are in violation of applicable Legal Requirements.

Section 6.21 Blocked Account and Quebec LP Blocked Account. (a) LuxCo shall not issue instructions or have any other right or ability to access or withdraw or transfer funds from the Blocked Account without the prior written consent of the Administrative Agent; *provided* that in the Blocked Account Agreement with respect to the Blocked Account, LuxCo shall irrevocably direct with the consent of the Administrative Agent the transfer of funds from the Blocked Account by means of a direct transfer of funds from the Blocked Account to the Quebec LP Blocked Account to make (i) Restricted Payments to Borrower that are concurrently applied to make payments of obligations under the Term Loan Documents and/or (ii) if applicable, payments of principal to Borrower.

(b) Borrower shall not issue instructions or have any other right or ability to access or withdraw or transfer funds from the Quebec LP Blocked Account without the prior written consent of the Administrative Agent; *provided* that in the Blocked Account Agreement with respect to the Quebec LP Blocked Account, Borrower shall irrevocably direct with the consent of the Administrative Agent the transfer of funds from the Quebec LP Blocked Account by means of a direct transfer of funds from the Quebec LP Blocked Account to the Administrative Agent (for distribution, if applicable, to the applicable Secured Parties) for the purpose of making any payment to a Secured Party permitted or required under any Loan Document.

(c) Notwithstanding anything to the contrary in any Loan Document, no Blocked Account Agreement may be terminated, and the security interest of the Collateral Agent therein shall not be released, without the consent of the Collateral Agent and the Required Lenders.

Section 6.22 Canadian Welfare Plan, Canadian Pension Plan and other Foreign Plans. No Company will sponsor, maintain, contribute to, or incur any obligation to contribute to any Canadian Welfare Plan, Canadian Pension Plan or other Foreign Plan, nor will any Company take any action that would reasonably be expected to result in any material liability under or with respect to any Canadian Welfare Plan, Canadian Pension Plan or other Foreign Plan.

Section 6.23 Restrictions on Revolving Credit Debt. No Company or any of its Affiliates shall (a) make repayment, redemption, prepayment or other payment under the Revolving Credit Documents in violation of the Intercreditor Agreement or (b) amend or modify the Revolving Credit Documents, except as permitted in the Intercreditor Agreement. Clement Pappas shall furnish to the Administrative Agent all written notices claiming default or demands for performance of any of the Revolving Credit Documents either received by any CP Guarantor or on its behalf, promptly after receipt thereof, or sent by any CP Guarantor on its behalf, concurrently with the sending thereof, as the case may be, other than financial reporting items that Borrower also delivers to the Administrative Agent pursuant to this Agreement.

ARTICLE VII
GUARANTEE

Section 7.01 The Guarantee. The Guarantors hereby, jointly and severally, guarantee, as primary obligors and not as sureties, to each Secured Party and their respective successors and assigns, the prompt payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, demand, by acceleration or otherwise) of the principal of and interest (including any interest, fees, costs or charges that would accrue but for the provisions of the Bankruptcy Code or any other Insolvency Law after any bankruptcy or insolvency petition under the Bankruptcy Code or any other Insolvency Law) on the Loans made by the Lenders to, and the Notes held by each Lender of, Borrower, and all other Secured Obligations from time to time owing to the Secured Parties by any Loan Party in each case strictly in accordance with the terms thereof (such obligations being herein collectively called the "**Guaranteed Obligations**"). The Guarantors hereby jointly and severally agree that if Borrower or other Guarantor(s) shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, the Guarantors will promptly pay the same in cash, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 7.02 Obligations Unconditional. The obligations of the Guarantors under Section 7.01 shall constitute a guaranty of payment and performance and not of collection and to the fullest extent permitted by applicable Legal Requirements, are primary, absolute, irrevocable and unconditional, joint and several, irrespective of the value, genuineness, validity, regularity or enforceability of the Guaranteed Obligations under this Agreement, the Notes, if any, or any other agreement or instrument referred to herein or therein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or Guarantor (other than the occurrence of the Termination Date). Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder which shall remain absolute, irrevocable and unconditional under any and all circumstances as described above:

(a) at any time or from time to time, without notice to the Guarantors, the time for any performance of or compliance with any of the Guaranteed Obligations shall be extended, or such performance or compliance shall be waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein shall be done or omitted;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be amended in any respect, or any right under the Loan Documents or any other agreement or instrument referred to herein or therein shall be amended or waived in any respect or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with;

(d) any Lien or security interest granted to, or in favor of, any Secured Party as security for any of the Guaranteed Obligations shall fail to be valid, perfected or to have the priority required under the Loan Documents; or

(e) the release of any other Guarantor pursuant to Section 7.09.

The Guarantors hereby expressly waive diligence, presentment, demand of payment, protest and all notices whatsoever, and any requirement that any Secured Party exhaust any right, power or remedy or proceed against Borrower or any Guarantor under this Agreement or the Notes, if any, or any other agreement or instrument referred to herein or therein, or against any other Person under any other guarantee of, or security for, any of the Guaranteed Obligations. The Guarantors waive any and all notice of the creation, renewal, extension, waiver, termination or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by any Secured Party upon this Guarantee or acceptance of this Guarantee, and the Guaranteed Obligations, and any of them, shall conclusively be deemed to have been created, contracted or incurred in reliance upon this Guarantee, and all dealings between Borrower and the Secured Parties shall likewise be conclusively presumed to have been had or consummated in reliance upon this Guarantee. This Guarantee shall be construed as a continuing, absolute, irrevocable and unconditional guarantee of payment and performance without regard to any right of offset with respect to the Guaranteed Obligations at any time or from time to time held by the Secured Parties, and the obligations and liabilities of the Guarantors hereunder shall be primary and shall not be conditioned or contingent upon the pursuit by the Secured Parties or any other Person at any time of any right or remedy against Borrower or against any other Person which may be or become liable in respect of all or any part of the Guaranteed Obligations or against any collateral security or guarantee therefor or right of offset with respect thereto. This Guarantee shall remain in full force and effect and be binding in accordance with and to the extent of its terms upon the Guarantors and their respective successors and assigns, and shall inure to the benefit of the Secured Parties, and their respective successors and assigns, notwithstanding that from time to time during the term of this Agreement there may be no Guaranteed Obligations outstanding.

Section 7.03 Reinstatement. The obligations of the Guarantors under this Article VII shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of Borrower or other Loan Party in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise.

Section 7.04 Subrogation; Subordination. Each Guarantor hereby agrees that until the Termination Date has occurred it shall waive any claim and shall not exercise any right or remedy, direct or indirect, arising by reason of any performance by it of its guarantee in Section 7.01, whether by subrogation or otherwise, against Borrower or any other Guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations. Any Indebtedness of any Loan Party permitted pursuant to Section 6.04(f) shall be subordinated to the Secured Obligations in the manner set forth in the Intercompany Subordinated Note evidencing such Indebtedness.

Section 7.05 Remedies. The Guarantors jointly and severally agree that, as between the Guarantors and the Lenders, the obligations of Borrower under this Agreement and other Loan Documents may be declared to be forthwith due and payable as provided in Article VIII (and shall be deemed to have become automatically due and payable in the circumstances provided in Article VIII) for purposes of Section 7.01, notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against Borrower and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by Borrower) shall forthwith become due and payable by the Guarantors for purposes of Section 7.01.

Section 7.06 Instrument for the Payment of Money. Each Guarantor hereby acknowledges that the guarantee in this Article VII constitutes an instrument for the payment of money, and consents and agrees that any Lender or Agent, at its sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to bring a motion-action under New York CPLR Section 3213.

Section 7.07 Continuing Guarantee. The guarantee in this Article VII is a continuing guarantee of payment and performance, and shall apply to all Guaranteed Obligations whenever arising. For the avoidance of doubt, LuxCo expressly accepts and confirms for the purposes of articles 1278 to 1281 of the Luxembourg civil code that, notwithstanding any assignment, transfer and/or novation made pursuant to this Agreement, the guarantee given by it guarantees all Obligations (including without limitation, all obligations with respect to all rights and/or obligations so assigned, transferred or novated) and that any security interest created under any Security Document to which it is a party shall be preserved for the benefit of any new Secured Party.

Section 7.08 General Limitation on Guarantee Obligations. In any action or proceeding involving any state corporate, limited partnership or limited liability company law, or any applicable state, federal or foreign bankruptcy, insolvency or reorganization law or other Legal Requirement affecting the rights of creditors generally, if the obligations of any Guarantor under Section 7.01 would otherwise be held or determined to be void, voidable, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 7.01, then, notwithstanding any other provision to the contrary, the amount of such liability shall, without any further action by such Guarantor, any Loan Party or any other Person, be automatically limited and reduced to the highest amount (after giving effect to the rights of subrogation and contribution established in Section 7.04 and Section 7.10, respectively) that is valid and enforceable, not void or voidable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 7.09 Release of Guarantors. If, in compliance with the terms and provisions of the Loan Documents, (i) all of the Equity Interests or (ii) all or substantially all of the Property of any Guarantor are sold or otherwise transferred (a "**Transferred Guarantor**") to a Person or Persons (other than any Company or any Affiliate thereof), such Transferred Guarantor shall, upon the consummation of such sale or transfer, be automatically released from its obligations under this Agreement (including under Section 11.03) and its obligations to pledge and grant any Collateral owned by it pursuant to any Security Document and, in the case of the sale of all of the Equity Interests of the Transferred Guarantor, the pledge of such Equity Interests to the Collateral Agent pursuant to the Security Documents shall be automatically released, and, so long as Borrower shall have previously provided the Administrative Agent and Collateral Agent such certifications and documents as reasonably requested (it being understood that the Administrative Agent or Collateral Agent, as the case may be, may rely conclusively on any certificate or document to provided to it by any Loan Party upon its reasonable request without further inquiry), the Collateral Agent may take such actions as are necessary to effect each release described in this Section 7.09 in accordance with the relevant provisions of the Security Documents. The Lenders irrevocably agree that the Administrative Agent and Collateral Agent may execute any document necessary to evidence the release of a Transferred Guarantor from its obligations under this Agreement; *provided*, *however*, that (1) neither the Administrative Agent nor the Collateral Agent shall be required to execute any document necessary to evidence such release on terms that, in the Administrative Agent's or the Collateral Agent's reasonable opinion, would expose such Agent to liability or create any obligation or entail any consequence other than the release of such Transferred Guarantor without recourse, representation, or warranty, and (2) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly so released) and the Collateral Agent's Liens shall automatically attach to the proceeds from any such sale, license, lease, or other dispositions of any such Collateral.

Section 7.10 Right of Contribution. (a) The Loan Parties hereby agree as among themselves that, if any Loan Party shall make an Excess Payment (as defined below), such Loan Party shall have a right of contribution from each other Loan Party in an amount equal to such other Loan Party's Contribution Share (as defined below) of such Excess Payment. The payment obligations of any Loan Party under this Section 7.10 shall be subordinate and subject in right of payment to the Secured Obligations until such time as the Secured Obligations have been paid in full in cash and all Commitments have terminated or expired, and none of the Loan Parties shall exercise any right or remedy under this Section 7.10 against any other Loan Party until such time as all Secured Obligations have been performed and paid in full in cash and all Commitments have been terminated. For purposes of this Section 7.10, (a) "**Excess Payment**" means the amount paid by any Loan Party in excess of its Pro Rata Share of any Secured Obligations; (b) "**Pro Rata Share**" means, for any Loan Party in respect of any payment of the Secured Obligations, the ratio (expressed as a percentage) as of the date of such payment of Secured Obligations of (i) the amount by which the aggregate present fair salable value of all of its assets and Properties exceeds the amount of all debts and liabilities of such Loan Party (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of such Loan Party) to (ii) the amount by which the aggregate present fair salable value of its assets and other Properties of all Loan Parties exceeds the amount of all of the debts and liabilities (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of all Loan Parties) of the Loan Parties; and (c) "**Contribution Share**" means, for any Loan Party in respect of any Excess Payment made by any other Loan Party, the ratio (expressed as a percentage) as of the date of such Excess Payment of (i) the amount by which the aggregate present fair salable value of all of its assets and Properties exceeds the amount of all debts and liabilities of such Loan Party (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of such Loan Party) to (ii) the amount by which the aggregate present fair salable value of all assets and other Properties of the Loan Parties other than the maker of such Excess Payment exceeds the amount of all of the debts and liabilities (including contingent, subordinated, un-matured, and un-liquidated liabilities, but excluding the Secured Obligations of the Loan Parties) of the Loan Parties other than the maker of such Excess Payment. Nothing in this Section 7.10 shall require any Loan Party to pay its Contribution Share of any Excess Payment in the absence of a demand therefor by the Loan Party that has made the Excess Payment. Without limiting the foregoing in any manner, it is the intent of the parties hereto that as of any date of determination, no Contribution Amount of any Loan Party shall be greater than the maximum amount of the claim which could then be recovered from such Loan Party under this Section 7.10 without rendering such claim voidable or avoidable under Section 548 of Chapter 11 of the Bankruptcy Code, any other Insolvency Law or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law, in each case after giving effect (a) to all other liabilities of such Loan Party, contingent or otherwise, that are relevant under such laws (specifically excluding, however, any liabilities of such Loan Party in respect of (x) intercompany Indebtedness to Borrower or (y) intercompany Indebtedness from any CP Guarantor to LuxCo to the extent that intercompany Indebtedness from such Loan Party to Borrower would be discharged (either directly or indirectly by means of Restricted Payments from LuxCo to Borrower or repayment of Indebtedness under the Convertible Loan Documents with the proceeds of such payments) in an amount equal to the amount paid by such Loan Party hereunder) and (b) to the value as assets of such Loan Party (as determined under the applicable provisions of such laws) of any rights to subrogation, contribution, reimbursement, indemnity or similar rights held by such Loan Party pursuant to (i) applicable Legal Requirements, (ii) Section 7.04, Section 7.08 and this Section 7.10 or (iii) any other contractual obligations providing for an equitable allocation among such Loan Party and other Loan Parties of obligations arising under this Article VII or other guaranties of the Obligations by such parties.

(b) This Section 7.10 is intended only to define the relative rights of the Loan Parties and nothing set forth in this Section 7.10 is intended to or shall impair the obligations of the Loan Parties, jointly and severally, to pay any amounts and perform any obligations as and when the same shall become due and payable or required to be performed in accordance with the terms of this Agreement or any other Loan Document. Nothing contained in this Section 7.10 shall limit the liability of Borrower to pay the Loans made to Borrower and accrued interest, fees and expenses with respect thereto for which Borrower shall be primarily liable.

(c) The parties hereto acknowledge that the rights of contribution and indemnification hereunder shall constitute assets of the Loan Parties to which such contribution and indemnification is owing.

(d) The rights of any indemnified Loan Party against the other Loan Parties under this Section 7.10 shall be exercisable upon, but shall not be exercisable prior to, the full and indefeasible payment of the Secured Obligations and termination or expiration of the Commitments under the Loan Documents.

ARTICLE VIII
EVENTS OF DEFAULT

Section 8.01 Events of Default. Upon the occurrence and during the continuance of any of the following events (each, an "**Event of Default**"):

(a) default shall be made in the payment of any principal of any Loan when and as the same shall become due and payable, whether at the due date thereof (including a Loan Repayment Date) or at a date fixed for mandatory repayment thereof or by acceleration thereof or otherwise;

(b) default shall be made in the payment of any interest on any Loan or any Fee or any other amount (other than an amount referred to in clause (a) above) due under any Loan Document, when and as the same shall become due and payable, whether at the due date thereof (including an Interest Payment Date) or at a date fixed for prepayment (whether optional or mandatory) or by acceleration or demand thereof or otherwise, and such default shall continue unremedied for a period of three Business Days;

(c) any representation or warranty made or deemed made in or in connection with any Loan Document or the borrowings of Loans hereunder, or any representation, warranty, statement or information contained in any report, certificate, financial statement or other instrument furnished in connection with or pursuant to any Loan Document, shall prove to have been false or misleading in any material respect when so made, deemed made or furnished;

(d) default shall be made in the due observance or performance by any Company of any covenant, condition or agreement contained in Section 5.01, Section 5.02, Section 5.03(a), Section 5.04(a), Section 5.04(c), Section 5.07, Section 5.08, Section 5.11, Section 5.18 or in Article VI;

(e) default shall be made in the due observance or performance by any Company of any covenant, condition or agreement contained in any Loan Document (other than those specified in paragraphs (a), (b) or (d)) and such default shall continue unremedied or shall not be waived for a period of 20 days (or three Business Days in the case of the Fee Letter) after the occurrence thereof;

(f) (i) any Company shall (A) fail to pay any principal or interest, regardless of amount, due in respect of any Material Indebtedness (other than the Obligations), when and as the same shall become due and payable (after delivery of any notice, if required to be provided with respect thereto) beyond any applicable grace period, or (B) fail to observe or perform any other term, covenant, condition or agreement contained in any agreement or instrument evidencing or governing any such Indebtedness if the effect of any failure referred to in this clause (B) is to cause, or to permit the holder or holders of such Material Indebtedness or a trustee or other representative on its or their behalf (with or without the giving of notice, the lapse of time or both) to cause, such Indebtedness to become due before its stated maturity or become subject to a mandatory offer to purchase by the obligor or (ii) any Indebtedness under the Convertible Loan Documents is converted into Equity Interests of LuxCo or of any other Person;

(g) an Insolvency Proceeding (including a Luxembourg Insolvency Proceeding) shall be commenced or an involuntary petition shall be filed in a court of competent jurisdiction seeking (i) relief in respect of Lassonde, ALI or any Company or of a substantial part of the Property of Lassonde, ALI or any Company, under any Insolvency Law or federal, state or foreign bankruptcy, insolvency, receivership or similar Legal Requirement, (ii) the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for Lassonde, ALI or any Company or for a substantial part of the Property of Lassonde, ALI or any

Company, or (iii) the winding-up or liquidation of Lassonde, ALI or any Company; and such proceeding or petition shall continue undismissed for 60 days or an Order approving or ordering any of the foregoing shall be entered;

(h) Lassonde, ALI or any Company shall (i) voluntarily commence any proceeding or file any petition seeking relief (including a Luxembourg Insolvency Proceeding) under any Insolvency Laws, as now constituted or hereafter amended, or any other federal, state or foreign bankruptcy, insolvency, receivership or similar Legal Requirement, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any Insolvency Proceeding or Luxembourg Insolvency Proceeding or the filing of any petition described in clause (g) above, (iii) apply for or consent to the appointment of a receiver, receiver and manager, interim receiver, trustee, custodian, sequestrator, conservator, liquidator, rehabilitator or similar official for any Company or for a substantial part of the Property of Lassonde, ALI or any Company, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, (vi) become unable, admit in writing its inability or fail generally to pay its debts as they become due, (vii) wind up or liquidate (except to the extent permitted under Section 6.05(h)), or (viii) take any action for the purpose of effecting any of the foregoing;

(i) one or more Orders for the payment of money in an aggregate amount exceeding $5,000,000 (that are not covered by insurance under a policy permitted under Section 5.04, it being understood that even if such amounts are covered by insurance from such an insurance company, such amounts shall count against such basket if responsibility for such amounts has been denied by such insurance company or such insurance company has not been promptly notified of such amounts) shall be rendered against any Company or any combination thereof and the same shall remain undischarged, unvacated and unbonded for a period of 30 consecutive days during which execution shall not be effectively stayed, or any action shall be legally taken by a judgment creditor to levy upon Properties of any Company to enforce any such Order;

(j) one or more ERISA Events shall have occurred that when taken together with all other such ERISA Events that have occurred, could reasonably be expected to result in liability of any Company or any of its ERISA Affiliates in an aggregate amount exceeding $5,000,000;

(k) any Lien purported to be created by any Security Document shall cease to be in full force and effect, or shall cease to give the Collateral Agent, for the benefit of the Secured Parties, the Liens, rights, powers and privileges purported to be created and granted under such Security Documents (including a valid, enforceable, perfected first priority Lien on, all of the Collateral thereunder (except as otherwise expressly provided in this Agreement or such Security Document)) in favor of the Collateral Agent, or shall be asserted by or on behalf of any Company not to be, a valid, enforceable, perfected, first priority (except as otherwise expressly provided in this Agreement or such Security Document) Lien on the Collateral covered thereby;

(l) any Loan Document or the Equity Contribution Agreement or, in each case, any material provision thereof shall at any time and for any reason be declared by a court of competent jurisdiction to be null and void, or a proceeding shall be commenced by or on behalf of any Loan Party or any Affiliate thereof, or by any Governmental Authority, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or any Company (directly or indirectly) shall repudiate, revoke, terminate or rescind (or purport to do any of the foregoing) or deny any portion of its liability or obligation for the Obligations or the payments under the Equity Contribution Agreement;

(m) there shall have occurred a Change in Control;

(n) on any day after the Closing Date, any CP Guarantor shall be prohibited or otherwise restrained in any material respect from conducting the business theretofore conducted by it for a period of time and in a manner that, individually or in the aggregate, has resulted, or could reasonably be expected to result, in a Material Adverse Effect by virtue of any final, non-appealable Order of any court or Governmental Authority of competent jurisdiction;

(o) the Acquisition shall not have occurred on the Closing Date in all material respects in accordance with the terms and conditions of the Acquisition Agreement;

(p) (i) the Convertible Loan Documents or the LuxCo Loan Documents shall cease, for any reason, to be validly subordinated to the Obligations and the Guaranteed Obligations as, and to the extent, provided in the Subordination Agreement or (ii) the Liens securing obligations under the LuxCo Loan Documents shall cease, for any reason, to rank pari passu with the Obligations and the Guaranteed Obligations as, and to the extent, provided in the Intercreditor Agreement, or, in each of clauses (i) and (ii), any Company (directly or indirectly) shall so assert; or

(q) the Liens securing obligations under the Revolving Credit Documents shall cease, for any reason, to be validly subordinated to the Obligations and the Guaranteed Obligations as, and to the extent, provided in the Intercreditor Agreement or any Company (directly or indirectly) or the holders of at least 50% in aggregate principal amount of the Indebtedness and unused commitments under the Revolving Credit Agreement (or any representative, agent or trustee on behalf of such holders) shall so assert;

then, and in every such event (other than any event with respect to a Transaction Party described in Section 8.01(g) or Section 8.01(h) above), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to Borrower, take any or all of the following actions, at the same or different times: (i) terminate forthwith the Commitments; (ii) declare the Loans then outstanding to be forthwith due and payable in whole or in part, whereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and any unpaid accrued Fees and all other Obligations of the Loan Parties accrued hereunder and under any other Loan Document, shall become forthwith due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Loan Parties, anything contained herein or in any other Loan Document or otherwise to the contrary notwithstanding; and (iii) exercise any and all of its other rights and remedies under applicable law, hereunder and under the other Loan Documents; and in any event with respect to any Loan Party described in Section 8.01(g) or Section 8.01(h) above, the Commitments shall automatically terminate and the principal of the Loans then outstanding, together with accrued interest thereon and any unpaid accrued Fees and all other liabilities of the Loan Parties accrued hereunder and under any other Loan Document, shall automatically become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are hereby expressly waived by the Loan Parties, anything contained herein or in any other Loan Document or otherwise to the contrary notwithstanding.

Section 8.02 Rescission. If at any time after termination of the Commitments or acceleration of the maturity of the Loans, the Loan Parties shall pay all arrears of interest and all payments on account of principal of the Loans and owing by them that shall have become due otherwise than by acceleration (with interest on principal and, to the extent permitted by law, on overdue interest, at the rates specified herein) and all Defaults (other than non-payment of principal of and accrued interest on the Loans due and payable solely by virtue of acceleration) shall be remedied or waived pursuant to Section 11.02, then upon the written consent of the Required Lenders (which may be given or withheld in their sole discretion) and written notice to Borrower, the termination of the Commitments or the acceleration and their consequences may be rescinded and annulled; but such action shall not affect any subsequent

Default or impair any right or remedy consequent thereon. The provisions of the preceding sentence are intended merely to bind the Lenders and the other Secured Parties to a decision that may be made at the election of the Required Lenders, and such provisions are not intended to benefit Borrower and the other Loan Parties and do not give Borrower and/or any of the Loan Parties the right to require the Lenders to rescind or annul any acceleration hereunder, even if the conditions set forth herein are met.

Section 8.03 Right to Cure.

(a) Financial Covenants. Notwithstanding anything to the contrary contained in Section 8.01, in the event that Borrower fails to comply with the requirements of the financial covenants set forth in Section 6.10 as of the last day of any fiscal quarter, until the expiration of the 10th Business Day subsequent to the Cure Specified Date for such fiscal quarter, Borrower shall have the right to give written notice (the "**Cure Notice**"), on or prior to the 5th Business Day subsequent to such Cure Specified Date, to the Administrative Agent of the intent (collectively, the "**Cure Right**") of:

(i) the Parent to issue Equity Interests for cash or otherwise receive cash common equity contributions to the capital of the Parent (the aggregate amount thereof, the "**Cure Amount**"); and

(ii) the Parent to contribute such Cure Amount in cash to Holdings as Permitted Cure Securities and Holdings to contribute the Cure Amount in cash by Holdings as Qualified Capital Stock of Clement Pappas,

and, upon the payment by Clement Pappas of the Cure Amount in cash either directly or indirectly through LuxCo to Borrower pursuant to the exercise by Borrower of such Cure Right, which exercise shall be made on or before the 10th Business Day subsequent to such Cure Specified Date, the covenants set forth in Section 6.10 shall be recalculated giving effect to the following adjustments on a Pro Forma Basis:

(ii) Consolidated EBITDA shall be increased with respect to such applicable fiscal quarter and any Test Period that contains such fiscal quarter, solely for the purpose of measuring the financial covenants set forth in Section 6.10 and not for any other purpose under this Agreement, by an amount equal to the Cure Amount; and

(iii) if, after giving effect to the foregoing recalculations, Borrower shall then be in compliance with the requirements of the financial covenants set forth in Section 6.10, Borrower shall be deemed to have satisfied the requirements of such financial covenants as of the relevant date of determination with the same effect as though there had been no failure to comply therewith at such date, and the applicable breach or default of such financial covenants that had occurred shall be deemed cured for purposes of this Agreement.

(b) No Default. Notwithstanding anything herein to the contrary, (i) a Default or Event of Default resulting solely from a failure to be in compliance with the financial covenants set forth in Section 6.10 shall not be deemed to exist from the end of the applicable fiscal quarter until the 5th Business Day after the applicable Cure Specified Date with respect to such fiscal quarter with respect to such fiscal period, (ii) to the extent a Cure Notice is delivered by Borrower within 5 Business Days after such Cure Specified Date, a Default or Event of Default resulting solely from a failure to be in compliance with the financial covenants set forth in Section 6.10 shall not be deemed to exist from the end of the applicable fiscal quarter until the 10th Business Day after the applicable Cure Specified Date with respect to the applicable fiscal quarter and (iii) if the Cure Amount is not made within 10 Business Days after the applicable Cure Specified Date with respect to the applicable fiscal quarter, each such

Default or Event of Default referenced in clauses (i) and (ii) above shall be deemed reinstated as of the end of the applicable fiscal quarter, it being further agreed that the Obligations shall bear interest at the Default Rate as applied in accordance with Section 2.06(c) as of the end of such applicable fiscal quarter.

(c) Incremental Loan Borrowing Block. If a Default or Event of Default would have occurred and be continuing had Borrower not had the option to exercise the Cure Right as set forth above and not exercised such Cure Right pursuant to the foregoing provisions, Borrower shall not be permitted, from the applicable Cure Specified Date with respect to the applicable fiscal quarter, until such Default or Event of Default is cured in accordance with the terms of this Section 8.03 or Section 11.02, to request any Loans pursuant to Section 2.17.

(d) Limitation on Exercise of Cure Right. Notwithstanding anything herein to the contrary, (i) in each four fiscal quarter period, there shall be at least two consecutive fiscal quarters during which the Cure Right is not exercised, (ii) in each eight fiscal quarter period, there shall be at least four consecutive fiscal quarters during which the Cure Right is not exercised, (iii) the Cure Right may only be exercised four times during the term of this Agreement, (iv) the Cure Amount shall be no greater than the minimum amount required to cause Borrower to be in compliance with the financial covenants set forth in Section 6.10 as at the end of the applicable fiscal quarter, (v) all Cure Amounts shall be disregarded for purposes of determining any pricing, financial ratio based conditions or any baskets with respect to the covenants contained in this Agreement and (v) there shall be no pro forma reduction in Indebtedness with the proceeds of any Cure Amount for determining compliance with Section 6.10 in the quarter in which such Cure Right is exercised.

ARTICLE IX
COLLATERAL ACCOUNT; APPLICATION OF COLLATERAL PROCEEDS

Section 9.01 Collateral Account. (a) The Collateral Agent is hereby authorized to establish and maintain at its office (or, at the Collateral Agent's discretion, at the office of its designee from time to time) at 520 Madison Ave. New York, New York 10022, in the name of the Collateral Agent and pursuant to one or more Control Agreements, one or more restricted deposit accounts designated "Clement Pappas Collateral Account" (or such other substantially similar designation as shall be determined by the Collateral Agent in its discretion from time to time). Each Loan Party shall deposit into the Collateral Account from time to time any cash that such Loan Party is required to pledge as additional collateral security hereunder (other than pursuant to Section 2.10(j)) pursuant to the Loan Documents.

(b) The balance from time to time in the Collateral Account shall constitute part of the Collateral and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. At any time following the occurrence and during the continuance of an Event of Default, the Collateral Agent may (and, if instructed by the Required Lenders as specified herein, shall) in its (or their) discretion apply or cause to be applied (subject to collection) the balance from time to time outstanding in such restricted deposit account to the credit of the Collateral Account to the payment of the Secured Obligations in the manner specified in Section 9.02. The Loan Parties shall have no right to withdraw, transfer or otherwise receive any funds deposited in the Collateral Account except to the extent specifically provided herein or in any other Loan Document.

(c) Amounts on deposit in the Collateral Account shall be invested and reinvested from time to time in Cash Equivalents as the applicable Loan Party (or, after the occurrence and during the continuance of an Event of Default, the Collateral Agent) shall determine, by written instruction to the Collateral Agent, or if no such instructions are given, then as the Collateral Agent, in its sole discretion, shall determine, which Cash Equivalents shall be held in the name and be under the control of the

Collateral Agent (or any sub-agent); *provided* that at any time after the occurrence and during the continuance of an Event of Default, the Collateral Agent may (and, if instructed by the Required Lenders as specified herein, shall) in its (or their) discretion at any time and from time to time elect to liquidate any such Cash Equivalents and to apply or cause to be applied the proceeds thereof to the payment of the Secured Obligations in the manner specified in Section 9.02.

Section 9.02 Application of Proceeds. The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral pursuant to the exercise by the Collateral Agent of its remedies shall be applied, in full or in part, together with any other sums then held by the Collateral Agent pursuant to this Agreement or any other Loan Document, promptly by the Collateral Agent as follows (subject to the terms of the Intercreditor Agreement):

(a) *First*, to the indefeasible payment in full in cash of all costs and expenses, fees, commissions and taxes of such sale, collection or other realization (including compensation to the Collateral Agent and its agents and counsel, and all expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith and all amounts for which the Collateral Agent is entitled to indemnification pursuant to the provisions of any Loan Document), together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(b) *Second*, to the indefeasible payment in full in cash of all other reasonable costs and expenses of such sale, collection or other realization (including compensation to the other Secured Parties and their agents and counsel and all costs, liabilities and advances made or incurred by the other Secured Parties in connection therewith and all amounts for which such Secured Parties are entitled to indemnification pursuant to the provisions of any Loan Document), together with interest on each such amount at the highest rate then in effect under this Agreement from and after the date such amount is due, owing or unpaid until paid in full;

(c) *Third*, without duplication of amounts applied pursuant to clauses (a) and (b) above, to the indefeasible payment in full in cash, *pro rata*, of interest and other amounts constituting Obligations (other than principal) in each case equally and ratably in accordance with the respective amounts thereof then due and owing (it being agreed that, for purposes of applying this clause (c), all interest and all other amounts described herein will be deemed payable in accordance with this Agreement regardless of whether such claims are allowed in any proceeding described in Section 8.01(g) or Section 8.01(h));

(d) *Fourth*, to the indefeasible payment in full in cash, *pro rata*, of the principal amount of the Obligations;

(e) *Fifth*, to the indefeasible payment in full in cash of the remaining Secured Obligations then due and owing, *pro rata*; and

(f) *Sixth*, the balance, if any, to the Person lawfully entitled thereto (including the applicable Loan Party or its successors or assigns) or as a court of competent jurisdiction may direct.

In the event that any such proceeds are insufficient to pay in full the items described in clauses (a) through (e) of this Section 9.02, the Loan Parties shall remain liable, jointly and severally, for any deficiency.

ARTICLE X
THE ADMINISTRATIVE AGENT AND THE COLLATERAL AGENT

Section 10.01 Appointment. (a) Each Lender hereby irrevocably designates and appoints each of the Administrative Agent and the Collateral Agent as an agent of such Lender under the Loan Documents and the Administrative Agent and the Collateral Agent hereby accept such designations and appointments. Each Lender irrevocably authorizes each Agent, in such capacity, through its agents or employees, to (i) take such actions on its behalf under the provisions of the Loan Documents and to exercise such powers and perform such duties as are delegated to such Agent by the terms of the Loan Documents, together with such actions and powers as are reasonably incidental thereto, (ii) execute any and all documents (including releases) with respect to the Collateral and the rights of the Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the Loan Documents and (iii) negotiate, enforce or settle any claim, action or proceeding affecting the Secured Parties in their capacity as such, at the direction of the Required Lenders, which negotiation, enforcement or settlement will be binding upon each Lender. Without limiting the foregoing, at any time that a Default or an Event of Default has occurred and is continuing, the Required Lenders shall be entitled to direct the Administrative Agent to furnish one or more applicable "default notices" (however defined) under the Subordination Agreement or the Intercreditor Agreement. The provisions of this Article X are solely for the benefit of the Agents and the Lenders, and no Company shall have rights as a third party beneficiary of any such provisions.

(b) Each Lender hereby irrevocably authorizes the Administrative Agent, based upon the instruction of the Required Lenders, to credit bid and purchase (either directly or through one or more acquisition vehicles) all or any portion of the Collateral at any sale thereof conducted by Administrative Agent under the provisions of the UCC, CCQ or PPSA, including pursuant to Sections 9-610 or 9-620 of the UCC (or any equivalent provision of the UCC, CCQ or the PPSA), at any sale thereof conducted under the provisions of any applicable Insolvency Law, or at any other sale or foreclosure conducted by Administrative Agent (whether by judicial action or otherwise) in accordance with applicable Legal Requirements.

(c) Each Lender irrevocably appoints each other Lender as its agent and bailee for the purpose of perfecting Liens (whether pursuant to Section 8-301(a)(2) of the UCC, any equivalent provision of the UCC, CCQ or the PPSA or otherwise), for the benefit of the Secured Parties, in assets in which, in accordance with the UCC, CCQ the PPSA or any other applicable Legal Requirement a security interest or hypothec can be perfected by possession or control. Should any Lender (other than the Collateral Agent) obtain possession or control of any such Collateral, such Lender shall notify the Collateral Agent thereof, and, promptly following the Collateral Agent's request therefor, shall deliver such Collateral to the Collateral Agent or otherwise deal with such Collateral in accordance with the Collateral Agent's instructions.

(d) Each Lender agrees that it shall not take or institute any actions or proceedings, judicial or otherwise, for any right or remedy against any Loan Party or any other obligor under any of the Loan Documents (including the exercise of any right of setoff, rights on account of any banker's lien or similar claim or other rights of self-help), or institute any actions or proceedings, or otherwise commence any remedial procedures or cause any of the foregoing (through Affiliates or otherwise), with respect to any Collateral or any other Property of any such Loan Party, without the prior written consent of the Administrative Agent and the Required Lenders. Without limiting the foregoing, each Lender agrees that, except as otherwise provided in any Loan Documents or with the written consent of the Administrative Agent and the Required Lenders, it will not take any enforcement action, accelerate Obligations under any Loan Documents, or exercise any right that it might otherwise have under applicable Legal Requirements to credit bid or purchase any portion of the Collateral at any sale or foreclosure thereof referred to in Section 10.01(b); *provided* that nothing contained in this clause shall affect any Lender's right to credit bid its pro rata share of the Obligations pursuant to Section 363(k) of the Bankruptcy Code. The provisions of this Section 10.01 are for the sole benefit of the Lenders and shall not afford any right to, or constitute a defense available to, any Loan Party.

(e) For the purposes of holding any security or hypothec which may now or in the future granted by Borrower, the Canadian GP, Lassonde, ALI or any other Guarantor pursuant to the laws of the Province of Quebec to secure the Obligations under any Loan Document, the Collateral Agent is hereby authorized and appointed to act on behalf of each of the Lenders as the holder of an irrevocable power of attorney (*fondé de pouvoir*) within the meaning of article 2692 of the CCQ in order to hold any hypothec granted under the laws of the Province of Quebec as security for any bond, debenture or other title of indebtedness that may be issued by Borrower, the Canadian GP, Lassonde, ALI or any other Guarantor (as the case may be) pursuant to the Quebec Security Agreement, the Lassonde Pledge Agreement or any other deed of hypothec and to exercise such rights and duties as are conferred upon a *fondé de pouvoir* under the relevant deed of hypothec and applicable laws (with the power to delegate any such rights or duties). Notwithstanding the provisions of Section 32 of *An Act Respecting the Special Powers of Legal Persons* (Quebec), the *fondé de pouvoir* (person holding the power of attorney) of the Lenders in whose favor a hypothec securing any bond, debenture or other title of indebtedness issued thereunder is granted may (but need not) be a Lender. Each Lender hereby acknowledges that any such bond or debenture constitutes a title of indebtedness, as such term is used in article 2692 of the CCQ. Any person who becomes a Lender or successor Collateral Agent shall be deemed to have consented to and ratified the foregoing appointment of the Collateral Agent as *fondé de pouvoir*, agent and mandatory on behalf of all Lenders, including such person and any affiliate of such person designated as a Lender. For greater certainty, the Collateral Agent, acting as the holder of an irrevocable power of attorney (*fondé de pouvoir*), shall have the same rights, powers, immunities, indemnities and exclusions from liability as are prescribed in favor of the Collateral Agent in this Agreement, which shall apply *mutatis mutandis*. In the event of the resignation and appointment of a successor Collateral Agent, such successor Canadian Agent shall also act as such holder of an irrevocable power of attorney (*fondé de pouvoir*).

(f) The Collateral Agent shall hold the benefit of the Luxembourg Pledge Agreement and Luxembourg Security Agreement as agent for each Lender in accordance with article 2 (4) of the Luxembourg law of 5 August 2005 on financial collateral arrangements.

Section 10.02 Agent in Its Individual Capacity. Each Person serving as an Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not an Agent, and such Person and its Affiliates may accept deposits from, lend money to, act as financial advisor or in any other advisory capacity for, and generally engage in any kind of business with, any Company or Affiliate thereof as if it were not an Agent hereunder and without duty to account therefor to the Lenders.

Section 10.03 Exculpatory Provisions. No Agent shall have any duties or obligations except those expressly set forth in the Loan Documents. Without limiting the generality of the foregoing, (a) no Agent shall be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) no Agent shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated by the Loan Documents that such Agent is required to exercise in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be necessary under the circumstances as provided in Section 11.02); *provided* that no Agent shall be required to take any action that, in its opinion or the opinion of its counsel, may expose such Agent to liability or that is contrary to any Loan Document or applicable Legal Requirements, and (c) except as expressly set forth in the Loan Documents, no Agent shall have any duty to disclose or shall be liable for the failure to disclose, any information relating to any Company or any of its Affiliates that is communicated to or obtained by the Person serving as such Agent or any of its Affiliates in any capacity. No Agent shall be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders (or such other number or percentage of the Lenders as shall be necessary, or as any Agent shall believe in good faith shall be necessary, under the circumstances as provided in Section 11.02). No Agent shall be deemed to have knowledge of any Default unless and until written notice thereof is given to such Agent by Borrower or a Lender, and no Agent shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with any Loan Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth in any Loan Document or the occurrence of any Default, (iv) the validity, enforceability, effectiveness or genuineness of any Loan Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article IV or elsewhere in any Loan Document. Without limiting the generality of the foregoing, the use of the term "agent" in this Agreement with reference to the Administrative Agent or the Collateral Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an administrative relationship between independent contracting parties. Each party to this Agreement acknowledges and agrees that the Administrative Agent may from time to time use one or more outside service providers for the tracking of all UCC, RPMRR and PPSA financing statements (and/or other collateral related filings and registrations from time to time) required to be filed or recorded pursuant to the Loan Documents and the notification to the Administrative Agent, of, among other things, the upcoming lapse or expiration thereof, and that each of such service providers will be deemed to be acting at the request and on behalf of Borrower and the other Loan Parties. No Agent shall be liable for any action taken or not taken by any such service provider.

Section 10.04 Reliance by Agent. Each Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent, or otherwise authenticated by a proper Person. Each Agent also may rely upon any statement made to it orally and believed by it to be made by a proper Person, and shall not incur any liability for relying thereon. In determining compliance with any condition hereunder to the making of a Loan, that by its terms must be fulfilled to the satisfaction of a Lender, each Agent may presume that such condition is satisfactory to such Lender unless each Agent shall have received written notice to the contrary from such Lender before the making of such Loan. Each Agent may consult with legal counsel (who may be counsel for Borrower), independent accountants and other advisors selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or advisors.

Section 10.05 Delegation of Duties. Each Agent may perform any and all of its duties and exercise its rights and powers by or through, or delegate any and all such rights and powers to, any one or more sub-agents appointed by such Agent. Each Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of the preceding Sections shall apply to any such sub-agent and to the Affiliates of each Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Agent.

Section 10.06 Successor Agent. Each Agent may resign as such at any time upon at least 10 days' prior notice to the Lenders and Borrower. Upon any such resignation, the Required Lenders shall have the right, in consultation with Borrower, to appoint a successor Agent from among the Lenders. If no successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within 10 days after the retiring Agent gives notice of its resignation, then the retiring Agent may, on behalf of the Lenders, appoint a successor Agent, which successor shall be (i) a commercial banking institution organized under the laws of the United States (or any State thereof) or a United States branch or agency of a commercial banking institution, in each case, having combined capital and surplus of at least $500,000,000 or an Affiliate thereof or (ii) another entity satisfactory to the Required Lenders; *provided* that if such retiring Agent is unable to find a successor Agent that is willing to accept such appointment and which meets the qualifications set forth above, the retiring Agent's resignation shall nevertheless thereupon become effective and the retiring (or retired) Agent shall be discharged from its duties and obligations under the Loan Documents, and the Required Lenders shall assume and perform all of the duties of the retiring Agent under the Loan Documents until such time, if any, as the Required Lenders appoint a successor Agent.

Upon the acceptance of its appointment as an Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Agent, and the retiring (or retired) Agent shall be discharged from its duties and obligations under the Loan Documents. The fees payable by Borrower to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between Borrower and such successor. After an Agent's resignation hereunder, the provisions of this Article X, Section 11.03 and Section 11.08 to Section 11.10 shall continue in effect for the benefit of such retiring Agent, its sub-agents and their respective Affiliates in respect of any actions taken or omitted to be taken by any of them while it was acting as Agent. In the case of any assignment, transfer or novation by an existing Agent to a new Agent of all or any part of its rights and obligations under any of the Transaction Documents, the existing Agent and the new Agent shall agree that, for the purposes of Article 1278 of the Luxembourg Civil Code (to the extent applicable), the security created under the Security Documents, securing the rights assigned, transferred or novated thereby, will be preserved for the benefit of the new Agent.

Section 10.07 Non-Reliance on Agent and Other Lenders. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender or any of their respective Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender further represents and warrants that it has reviewed the Confidential Information Memorandum and each other document made available to it on the Platform in connection with this Agreement and has acknowledged and accepted the terms and conditions applicable to the recipients thereof (including any such terms and conditions set forth, or otherwise maintained, on the Platform with respect thereto). Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender or any of their respective Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Loan Document or related agreement or any document furnished hereunder or thereunder. Each Lender, by executing and delivering a Lender Addendum on or before the date hereof, shall be deemed to have acknowledged receipt of, and consented to and approved, each Loan Document and each other document required to be approved by any Agent or the Required Lenders (or such other Lenders as may be required to give such approvals), as applicable, on the date hereof.

Section 10.08 Name Agents. The parties hereto acknowledge that the Joint Book Managers, the Co-Documentation Agents and the Syndication Agent hold such titles in name only, and that such titles confer no additional rights or obligations relative to those conferred on any Lender hereunder.

Section 10.09 Indemnification. The Lenders severally agree to indemnify each Agent in its capacity as such and each of its Related Persons (to the extent not reimbursed by Borrower or the Guarantors and without limiting the obligation of Borrower or the Guarantors to do so), ratably according to their respective outstanding Loans and Commitments in effect on the date on which indemnification is sought under this Section 10.09 (or, if indemnification is sought after the date upon which all Commitments shall have terminated and the Loans and shall have been paid in full, ratably in accordance with such outstanding Loans and Commitments as in effect immediately before such date), from and against any and all liabilities, obligations, losses, damages, fines, penalties, actions, claims, suits, litigations, investigations, inquiries or proceedings, costs, expenses or disbursements of any kind whatsoever that may at any time (whether before or after the payment of the Loans) be imposed on, incurred by or asserted against such Agent or Related Person in any way relating to or arising out of, the Commitments, this Agreement, any of the other Loan Documents or any documents contemplated by or referred to herein or therein, the Transactions or any of the other transactions contemplated hereby or thereby (excluding fees payable to either Agent under the Fee Letter) or any action taken or omitted by such Agent or Related Person under or in connection with any of the foregoing (**IN ALL CASES, WHETHER OR NOT CAUSED OR ARISING, IN WHOLE OR IN PART, OUT OF THE COMPARATIVE, CONTRIBUTORY OR SOLE NEGLIGENCE OF ANY AGENT OR RELATED PERSON)**; *provided* that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, claims, suits, litigations, investigations, inquiries or proceedings, costs, expenses or disbursements that are found by a final and nonappealable judgment of a court of competent jurisdiction to have directly resulted solely and directly from such Agent's or Related Person's, as the case may be, gross negligence or willful misconduct. The agreements in this Section 10.09 shall survive the payment of the Loans and all other amounts payable hereunder.

Section 10.10 Release of Collateral. Each Lender irrevocably agrees that any Lien on any property granted to or held by the Administrative Agent or the Collateral Agent under any Loan Document shall be automatically released (i) upon the Termination Date, (ii) at the time the property subject to such Lien is transferred or to be transferred as part of or in connection with any transfer permitted hereunder or under any other Loan Document and also permitted under the Intercreditor Agreement (and the Administrative Agent and the Collateral Agent may rely conclusively on a certificate to that effect provided to it by any Loan Party upon its reasonable request without further inquiry) to any person other than a Loan Party, (iii) subject to Section 11.02, if the release of such Lien is approved, authorized or ratified in writing by the Required Lenders, or (iv) if the property subject to such Lien is owned by a Guarantor, upon release of such Guarantor from its obligations under the Loan Documents pursuant to Section 7.09.

In each case as specified in this Section 10.10, the Collateral Agent will (and each Lender irrevocably authorizes the Collateral Agent to), at Borrower's expense, execute and deliver to the applicable Loan Party such documents as such Loan Party may reasonably request to evidence the release of such item of Collateral from the security interest granted under the Security Documents, in each case in accordance with the terms of the Loan Documents, Section 7.09 and this Section 10.10.

ARTICLE XI
MISCELLANEOUS

Section 11.01 Notices. (a) Generally. Notices and other communications provided for herein shall, except as provided in Section 11.01(b), be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

(i) if to any Loan Party, to Borrower at:

c/o Clement Pappas and Company, Inc.
1 Collins Drive, Suite 200
Carneys Point, NJ 08069-3600

Attention: Chief Financial Officer
Facsimile No.: (856) 455-2552;

with a copy to:

Lassonde Industries Inc.
755 Principale Street
Rougemont, QC J0L 1M0
Attention: Guy Blanchette, Vice President and CFO
Facsimile No.: (450) 469-1366;

(ii) if to the Administrative Agent or the Collateral Agent, to it at:

Jefferies Finance LLC
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Facsimile No.: (212) 284-3444; and

(iii) if to a Lender, to it at its address (or facsimile number) set forth in the Lender Addendum to which such Lender is a party or in the Assignment and Assumption pursuant to which such Lender shall have become a party hereto.

All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt if delivered by hand or overnight courier service or sent by facsimile or by certified or registered mail, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 11.01(a) or in accordance with the latest unrevoked direction from such party given in accordance with this Section 11.01(a), and failure to deliver courtesy copies of notices and other communications shall in no event affect the validity or effectiveness of such notices and other communications.

Notices delivered through electronic communications to the extent provided in Section 11.01(b) below, shall be effective as provided in Section 11.01(b).

(b) Electronic Communications. Notices and other communications to the Lenders hereunder may (subject to Section 11.01(d)) be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by the Administrative Agent; *provided* that the foregoing shall not apply to notices to any Lender pursuant to Article II if such Lender has notified the Administrative Agent (in a manner set forth in Section 11.01(a)) that it is incapable of receiving notices under such Article by electronic communication. The Administrative Agent, the Collateral Agent or Borrower may, in their sole discretion, agree to accept notices and other communications to it hereunder by electronic communications pursuant to procedures, respectively, approved by it (including as set forth in Section 11.01(d)); *provided* that approval of such procedures may be limited to particular notices or communications.

Unless the Administrative Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (including by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); *provided* that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next business day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address, etc. Any party hereto may change its address, facsimile number or e-mail address for notices and other communications hereunder by notice to all other parties hereto.

(d) Posting. Each Loan Party shall provide to the Administrative Agent all information, documents and other materials that it is obligated to furnish to the Administrative Agent pursuant to this Agreement and any other Loan Document, including all notices, requests, financial statements, financial and other reports, certificates and other information materials, but excluding any such communication that (i) relates to a request for a new, or a conversion of an existing, Borrowing or other extension of credit (including any election of an interest rate or interest period relating thereto), (ii) relates to the payment of any principal or other amount due under this Agreement before the scheduled date therefor, (iii) provides notice of any Default under this Agreement or (iv) is required to be delivered to satisfy any condition precedent to the effectiveness of this Agreement and/or any Borrowing hereunder (all such non-excluded communications, collectively, the "**Communications**"), by transmitting the Communications in an electronic/soft medium in a format reasonably acceptable to the Administrative Agent at such e-mail address(es) provided to Borrower by the Administrative Agent from time to time or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. In addition, each Loan Party agrees to continue to provide the Communications to the Administrative Agent in the manner specified in this Agreement or any other Loan Document or in such other form, including hard copy delivery thereof, as the Administrative Agent shall require. Nothing in this Section 11.01 shall prejudice the right of the Agents, any Lender or any Loan Party to give any notice or other communication pursuant to this Agreement or any other Loan Document in any other manner specified in this Agreement or any other Loan Document or as any such Agent shall require.

To the extent consented to by the Administrative Agent in writing from time to time, the Administrative Agent agrees that receipt of the Communications by the Administrative Agent at its e-mail address(es) set forth above shall constitute effective delivery of the Communications to the Administrative Agent for purposes of the Loan Documents; *provided* that Borrower shall also deliver to the Administrative Agent an executed original of each Compliance Certificate required to be delivered hereunder.

Borrower hereby acknowledges that (a) the Administrative Agent will make available to the Lenders materials and/or information provided by or on behalf of Borrower hereunder (collectively, the "**Borrower Materials**") by posting the Borrower Materials on IntraLinks, SyndTrak or a substantially similar electronic transmission system (the "**Platform**") and (b) certain of the Lenders may be "public-side" Lenders (i.e., Lenders that do not wish to receive material non-public information with respect to Borrower or its securities) (each, a "**Public Lender**"). Borrower hereby agrees that (i) all Borrower Materials that are to be made available to Public Lenders shall be clearly and conspicuously marked "PUBLIC" which, at a minimum, means that the word "PUBLIC" shall appear prominently on the first page thereof; (ii) by marking Borrower Materials "PUBLIC," Borrower shall be deemed to have authorized the Administrative Agent and the Lenders to treat such Borrower Materials as not containing any material non-public information with respect to Borrower or its securities for purposes of United States or Canadian Federal, state or provincial securities laws (provided, however, that to the extent such Borrower Materials constitute Information, they shall be treated as set forth in Section 11.12); (iii) all Borrower Materials marked "PUBLIC" are permitted to be made available through a portion of the Platform designated as "Public Investor;" and (iv) the Administrative Agent shall be entitled to treat any

Borrower Materials that are not marked "PUBLIC" as being suitable only for posting on a portion of the Platform not marked as "Public Investor" and shall post the same only on such portion. Notwithstanding the foregoing, the following Borrower Materials shall be marked "PUBLIC", unless Borrower notifies the Administrative Agent promptly that any such document contains material non-public information: (A) the Loan Documents and (B) notification of changes in the terms of the Loan Documents.

Each Public Lender agrees to cause at least one individual at or on behalf of such Public Lender to at all times have selected the "Private Side Information" or similar designation on the content declaration screen of the Platform in order to enable such Public Lender or its delegate, in accordance with such Public Lender's compliance procedures and applicable law, including United States and Canadian Federal, state and provincial securities laws, to make reference to Communications that are not made available through the "Public Side Information" portion of the Platform and that may contain material non-public information with respect to Borrower or its securities for purposes of United States or Canadian Federal, state or provincial securities laws.

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE". NEITHER THE ADMINISTRATIVE AGENT NOR ANY OF ITS RELATED PARTIES WARRANTS THE ACCURACY OR COMPLETENESS OF THE COMMUNICATIONS OR THE ADEQUACY OF THE PLATFORM AND EACH EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE COMMUNICATIONS. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS IS MADE BY THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES IN CONNECTION WITH THE COMMUNICATIONS OR THE PLATFORM. IN NO EVENT SHALL THE ADMINISTRATIVE AGENT OR ANY OF ITS RELATED PARTIES HAVE ANY LIABILITY TO ANY LOAN PARTY, ANY LENDER OR ANY OTHER PERSON FOR DAMAGES OF ANY KIND, WHETHER OR NOT BASED ON STRICT LIABILITY AND INCLUDING DIRECT OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES (WHETHER IN TORT, CONTRACT OR OTHERWISE) ARISING OUT OF ANY LOAN PARTY'S OR THE ADMINISTRATIVE AGENT'S TRANSMISSION OF COMMUNICATIONS THROUGH THE INTERNET, EXCEPT TO THE EXTENT THE LIABILITY OF ANY SUCH PERSON IS FOUND IN A FINAL RULING BY A COURT OF COMPETENT JURISDICTION TO HAVE RESULTED PRIMARILY FROM SUCH PERSON'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

Section 11.02 Waivers; Amendment. (a) No failure or delay by any Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of each Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by Section 11.02(b), and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether any Agent or any Lender may have had notice or knowledge of such Default at the time. No notice or demand on Borrower or any other Loan Party in any case shall entitle Borrower or any other Loan Party to any other or further notice or demand in similar or other circumstances.

(b) Subject to Section 11.02(c), neither this Agreement nor any other Loan Document nor any provision hereof or thereof may be waived, amended, supplemented or modified except, in the case of this Agreement, pursuant to an agreement or agreements in writing entered into by Borrower and the Required Lenders or, in the case of any other Loan Document, pursuant to an agreement or agreements in writing entered into by the Administrative Agent, the Collateral Agent (in the case of any Security Document) and the Loan Party or Loan Parties that are parties thereto, in each case with the written consent of the Required Lenders; *provided* that no such agreement shall:

(i) increase the Commitment of any Lender without the written consent of such Lender (it being understood that no amendment, modification, termination, waiver or consent with respect to any condition precedent, covenant or Default (or any definition used, respectively, therein) shall constitute an increase in the Commitment of any Lender for purposes of this clause (i));

(ii) reduce the principal amount or premium, if any, of any Loan or reduce the rate of interest thereon (other than interest pursuant to Section 2.06(c)), or reduce any Fees payable hereunder, or change the form or currency of payment of any Obligation, without the written consent of each Lender directly affected thereby (it being understood that any amendment or modification to the financial definitions in this Agreement shall not constitute a reduction in the rate of interest for purposes of this clause (ii));

(iii) postpone or extend the maturity of any Loan, or any scheduled date of payment of or the installment otherwise due on the principal amount of any Loan under Section 2.09 (and expressly excluding from the provisions of this clause (iii) mandatory repayments of principal due under Section 2.10), or any date for the payment of any interest or fees payable hereunder, or reduce the amount of, waive or excuse any such payment (other than a waiver of any increase in the interest rate pursuant to Section 2.06(c)), or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender directly affected thereby;

(iv) change Section 2.14(b) or Section 2.14(c) or Section 9.02 in a manner that would alter the order of or the *pro rata* sharing of payments or setoffs required thereby, without the written consent of each Lender;

(v) change the percentage set forth in the definition of "Required Lenders," "Supermajority Lenders" or any other provision of any Loan Document (including this Section 11.02) specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, without the written consent of each Lender;

(vi) release the Guarantors from all or substantially all of the value of the Guarantees (except as expressly provided in Article VII), subordinate all or substantially all the value of such Guarantees or limit their liability in respect of such Guarantees, without the written consent of each Lender;

(vii) except as expressly permitted in this Agreement or any Security Document, release all or substantially all of the Collateral or the Blocked Account or the Quebec LP Blocked Account from the Liens of the Security Documents or subordinate or otherwise alter the relative priorities of the Secured Obligations entitled to the Liens of the Security Documents (except in connection with securing additional Secured Obligations equally and ratably with the other Secured Obligations or as otherwise contemplated by the Intercreditor Agreement), in each case without the written consent of each Lender;

(viii) change the application of prepayments of Loans set forth in Section 2.10(f), in each case without the consent of the Required Lenders and Lenders holding more than 50% of the principal amount of the outstanding Loans;

(ix) change Section 11.04(a) without the written consent of each Lender;

(x) change Section 11.04(b) in a manner which further restricts assignments thereunder without the written consent of each Lender; or

(xi) waive, amend, supplement or modify any provisions of the Intercreditor Agreement or the Subordination Agreement, without the written consent of the Supermajority Lenders;

provided, further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent or the Collateral Agent without the prior written consent of the Administrative Agent or the Collateral Agent, as the case may be. Notwithstanding the foregoing, any provision of this Agreement may be amended by an agreement in writing entered into by Borrower, the Required Lenders or the Supermajority Lenders, as the case may be, and the Administrative Agent if (x) by the terms of such agreement the Commitment of each Lender not consenting to the amendment provided for therein shall terminate upon the effectiveness of such amendment, (y) at the time such amendment becomes effective, each Lender not consenting thereto receives payment in full of the principal of, premium, if any, and interest accrued on each Loan made by it and all other amounts owing to it or accrued for its account under this Agreement, and (z) Section 2.16(b) is complied with.

(c) Without the consent of any other Person, the applicable Loan Party or Loan Parties and the Administrative Agent and/or Collateral Agent may (in its or their sole discretion, or shall, to the extent required by any Loan Document) enter into any amendment or waiver of any Loan Document, or enter into any new agreement or instrument, to effect the granting, perfection, protection, expansion or enhancement of any security interest in or hypothec on any Collateral or additional Property to become Collateral for the benefit of the Secured Parties, or as required by applicable Legal Requirements to give effect to, or protect any security interest or hypothec for the benefit of the Secured Parties, in any Property or assets so that the security interests therein comply with applicable Legal Requirements.

(d) Notwithstanding the foregoing:

(i) during any Default Period with respect to any Defaulting Lender, the voting rights of such Defaulting Lender shall be as set forth in Section 2.16(c)(i);

(ii) any provision of this Agreement or the Security Documents may be amended by an agreement in writing entered into solely by the Transaction Parties party thereto and the Administrative Agent and/or the Collateral Agent to the extent that such Agent deems such amendment necessary or advisable in connection with the creation, perfection or priority of any Collateral; *provided*, in each case, that no such amendment shall adversely affect the rights or interests of any Lender; and

(iii) the Administrative Agent may, with the consent of Borrower only, amend, modify or supplement this Agreement to cure any ambiguity, omission, defect or inconsistency, so long as such amendment, modification or supplement does not adversely affect the rights or interests of any Lender; *provided* that no such amendment shall become effective until the fifth Business Day after it has been delivered to the Lenders or otherwise posted for their attention on the Platform, and then only if the Required Lenders have not objected in writing thereto within such five Business Day period.

Section 11.03 Expenses; Indemnity; Damage Waiver. (a) The Loan Parties agree, jointly and severally, to pay, promptly upon demand:

(i) all reasonable costs and expenses incurred by the Arrangers, the Administrative Agent, the Collateral Agent and the Syndication Agent, including the reasonable fees, charges and disbursements of Advisors for the Arrangers, the Administrative Agent and the Collateral Agent in connection with the syndication of the Loans and Commitments, the preparation, negotiation, execution and delivery of the Loan Documents (but limited, in the case of legal fees and expenses, to the reasonable and documented fees, disbursements and other charges of (a) one transaction counsel to the Administrative Agent, the Collateral Agent, the Syndication Agent and the Arrangers, taken as a whole, and (b) one local counsel Canada, Luxembourg and each other relevant jurisdiction, in each case, to the Administrative Agent, the Collateral Agent, the Syndication Agent and the Arrangers, taken as a whole), the administration of the Loans and Commitments, the perfection and maintenance of the Liens securing the Collateral and any actual or proposed amendment, supplement or waiver of any of the Loan Documents (whether or not the transactions contemplated hereby or thereby shall be consummated);

(ii) all costs and expenses incurred by the Administrative Agent or the Collateral Agent, including the fees, charges and disbursements of Advisors for the Administrative Agent and the Collateral Agent, in connection with any action, claim, suit, litigation, investigation, inquiry or proceeding affecting the Collateral or any part thereof, in which action, claim, suit, litigation, investigation, inquiry or proceeding the Administrative Agent or the Collateral Agent is made a party or participates or in which the right to use the Collateral or any part thereof is threatened, or in which it becomes necessary in the judgment of the Administrative Agent or the Collateral Agent to defend or uphold the Liens granted by the Security Documents (including any action, claim, suit, litigation, investigation, inquiry or proceeding to establish or uphold the compliance of the Collateral with any Legal Requirements);

(iii) all costs and expenses incurred by the Arrangers, the Administrative Agent, the Collateral Agent, any other Agent or any Lender, including the fees, charges and disbursements of Advisors for any of the foregoing, incurred in connection with the enforcement or protection of its rights under the Loan Documents, including its rights under this Section 11.03(a), or in connection with the Loans made hereunder and the collection of the Secured Obligations, including (A) all such costs and expenses incurred during any workout, restructuring or negotiations in respect of the Secured Obligations and (B) any searches that the Collateral Agent deems necessary or appropriate, including (x) UCC, RPMRR, PPSA or equivalent searches, (y) United States Patent and Trademark Office, United States Copyright Office, Canadian Intellectual Property Office and Luxembourg Intellectual Property Directorate/ Benelux searches and (z) tax and judgment lien searches, bankruptcy and pending lawsuit searches or equivalent reports or searches; and

(iv) all Other Taxes in respect of the Loan Documents.

(b) The Loan Parties agree, jointly and severally, to indemnify the Agents, each Lender and each of their respective Related Persons (each such Person being called an "**Indemnitee**") against, and to hold each Indemnitee harmless from, all reasonable out-of-pocket costs and any and all losses, claims, damages, liabilities, fees, fines, penalties, actions, judgments, suits and related expenses, including reasonable Advisors fees, charges and disbursements (collectively, "**Claims**"), incurred by, imposed on or asserted against any Indemnitee, directly or indirectly, arising out of, in any way connected with, or as a result of (i) the execution, delivery, performance, administration or enforcement of the Loan Documents or any agreement or instrument contemplated thereby or the performance by the parties thereto of their respective obligations thereunder, (ii) any actual or proposed use of the proceeds of the Loans, (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, (iv) any actual or alleged presence or Release or threatened Release of Hazardous Materials, on, at, under or from any Property owned, leased or operated by any Company at any time, or any Environmental Claim or threatened Environmental Claim related in any way to any Company, (v) any past, present or future non-compliance with, or violation of, Environmental Laws or Environmental Permits applicable to any Company, or any Company's business, or any Property presently or formerly owned, leased, or operated by any Company or their predecessors in interest, (vi) the environmental condition of any Property owned, leased, or operated by any Company at any time, or the applicability of any Legal Requirements relating to such Property, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of any Company, (vii) the imposition of any environmental Lien encumbering any Real Property, (viii) the consummation of the Transactions and the other transactions contemplated hereby (including the syndication of the Loans) or (ix) any actual or prospective action, claim, suit, litigation, investigation, inquiry or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by any Loan Party or otherwise, and regardless of whether any Indemnitee is a party thereto; *provided* that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted solely and directly from the gross negligence or willful misconduct of such Indemnitee.

(c) The Loan Parties agree, jointly and severally, that, without the prior written consent of the Administrative Agent and any affected Lender, which consent(s) will not be unreasonably withheld, the Loan Parties will not enter into any settlement of a Claim in respect of the subject matter of clauses (i) through (ix) of Section 11.03(b) unless such settlement includes an explicit and unconditional release from the party bringing such Claim of all Indemnitees.

(d) The provisions of this Section 11.03 shall remain operative and in full force and effect regardless of the expiration of the term of this Agreement, the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loans and any other Secured Obligations, the release of any Guarantor or of all or any portion of the Collateral, the expiration of the Commitments, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Agents or any Lender. All amounts due under this Section 11.03 shall be accompanied by reasonable documentation with respect to any reimbursement, indemnification or other amount requested.

(e) To the extent that the Loan Parties fail to indefeasibly pay any amount required to be paid by them to the Agents under Section 11.03(a) or Section 11.03(b) in accordance with Section 11.03(g), each Lender severally agrees to pay to the Agents such Lender's *pro rata* share (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount (such indemnity shall be effective whether or not the related losses, claims, damages, liabilities and related expenses are incurred or asserted by any party hereto or any third party); *provided* that the unreimbursed Claim was incurred by or asserted against any of the Agents in its capacity as such. For purposes of this Section 11.03(e), a Lender's "*pro rata* share" shall be determined based upon its share of the sum of the outstanding Loans at the time.

(f) To the fullest extent permitted by applicable law, no Loan Party shall assert, and each Loan Party hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, exemplary, consequential, or punitive damages (including any loss of profits, business or anticipated savings) arising out of, in connection with, or as a result of, any Loan Document or any agreement or instrument contemplated hereby or thereby, the Transactions or any Loan or the use of the proceeds thereof or any act or omission or event occurring in connection therewith, and each Loan Party hereby waives, releases and agrees not to sue upon any such claim or any such damages, whether or not accrued and whether or not know or suspected to exist in its favor. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with the Loan Documents or the transactions contemplated hereby or thereby.

(g) All amounts due under this Section 11.03 shall be payable not later than 10 days after demand therefor.

Section 11.04 Successors and Assigns. (a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Loan Parties may not assign or otherwise transfer any of their respective rights or obligations hereunder without the prior written consent of the Administrative Agent, the Collateral Agent and each Lender, which consent may be withheld in their sole discretion (and any attempted assignment or transfer by any Loan Party without such consent shall be null and void). Nothing in this Agreement or any other Loan Document, express or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, Participants to the extent expressly provided in Section 11.04(e) and, to the extent expressly contemplated hereby, the other Indemnitees) any legal or equitable right, remedy or claim under or by reason of this Agreement or any other Loan Document.

(b) Any Lender shall have the right at any time to assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); *provided* that:

(i) except in the case of (A) an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, (B) any assignment made in connection with the syndication of the Commitments and Loans by the Arrangers or (C) an assignment of the entire remaining amount of the assigning Lender's Commitment or Loans, the amount of the Commitment or Loans of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Assumption with respect to such assignment is delivered to the Administrative Agent) shall not be less than $1,000,000;

(ii) each partial assignment shall be made as an assignment of a proportionate part of all of the assigning Lender's rights and obligations under this Agreement;

(iii) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Assumption, together with a processing and recordation fee of $3,500 (as may be waived by the Administrative Agent in its sole discretion);

(iv) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire (in which the assignee shall designate one or more credit contacts to whom all syndicate-level information (which may contain material non-public information about the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the assignee's compliance procedures and applicable laws, including Federal and state securities laws) any tax forms required by Section 2.15; and

(v) except in the case of an assignment to a Lender, an Affiliate of a Lender or an Approved Fund, the Administrative Agent must give its prior written consent to such assignment (which consent shall not be unreasonably withheld, delayed or conditioned).

Subject to acceptance and recording thereof pursuant to Section 11.04(d), from and after the effective date specified in each Assignment and Assumption the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Assumption, have the rights and obligations of a Lender under this Agreement (*provided* that any liability of Borrower to such assignee under Section 2.12, Section 2.13 or Section 2.15 shall be limited to the amount, if any, that would have been payable thereunder by Borrower in the absence of such assignment, except to the extent any such amounts are attributable to a Change in Law occurring after the date of such assignment), and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Assumption, be released from its obligations under this Agreement (and, in the case of an Assignment and Assumption covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Section 2.12, Section 2.13, Section 2.15 and Section 11.03 as well as to any Fees accrued for its account and not yet paid).

(c) The Administrative Agent, acting for this purpose as an agent of Borrower, shall maintain at one of its offices a copy of each Assignment and Assumption delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive in the absence of manifest error, and Borrower, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrower, the Collateral Agent and any Lender (with respect to its own interest only), at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Assumption executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire and any tax forms required by Section 2.15 (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in Section 11.04(b) and any written consent to such assignment required by Section 11.04(b), the Administrative Agent shall accept such Assignment and Assumption and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this Section 11.04(d). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with the requirements of this Section 11.04 shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with Section 11.04(e).

(e) Any Lender shall have the right at any time, without the consent of, or notice to Borrower, the Administrative Agent or any other Person to sell participations to any Person (other than any Company or any Affiliate thereof or a natural person) (a "**Participant**") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans owing to it); *provided* that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) Borrower, the Administrative Agent, the Collateral Agent and the Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce the Loan Documents and to approve any amendment, modification or waiver of any provision of the Loan Documents; *provided* that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver that (1) is described in clauses (i), (ii) or (iii) of the proviso to Section 11.02(b) and (2) directly affects such Participant. Subject to Section 11.04(f), each Participant shall be entitled to the benefits of Section 2.12, Section 2.13 or Section 2.15 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to Section 11.04(b). To the extent permitted by Legal Requirements, each Participant also shall be entitled to the benefits of Section 11.08 as though it were a Lender; *provided* that such Participant agrees in writing to be subject to Section 2.14(c) as though it were a Lender. Each Lender shall, acting for this purpose as an agent of Borrower, maintain at one of its offices a register for the recordation of the names and addresses of its Participants, and the amount and terms of its participations; *provided* that no Lender shall be required to disclose or share the information contained in such register with Borrower or any other Person, except as required by applicable Legal Requirements.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.12, Section 2.13 or Section 2.15 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the prior written consent of Borrower (which consent shall not be unreasonably withheld, delayed or conditioned). A Participant shall not be entitled to the benefits of Section 2.15 unless Borrower is notified of the participation sold to such Participant and such Participant agrees, for the benefit of Borrower, to comply with Section 2.15(e) as though it were a Lender.

(g) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank or any central bank, and this Section 11.04(g) shall not apply to any such pledge or assignment of a security interest; *provided* that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto. Without limiting the foregoing, in the case of any Lender that is a fund that invests in bank loans or similar extensions of credit, such Lender may, without the consent of Borrower, the Administrative Agent or any other Person, collaterally assign or pledge all or any portion of its rights under this Agreement, including the Loans and Notes or any other instrument evidencing its rights as a Lender under this Agreement, to any holder of, trustee for, or any other representative of holders of, obligations owed or securities issued, by such fund, as security for such obligations or securities.

(h) Notwithstanding anything to the contrary contained herein, any Lender (a "**Granting Lender**") may grant to a special purpose funding vehicle (an "**SPC**"), identified as such in writing from time to time by the Granting Lender to the Administrative Agent and Borrower, the option to provide to Borrower all or any part of any Loan that such Granting Lender would otherwise be obligated to make to such Borrower pursuant to this Agreement; *provided* that (i) nothing herein shall constitute a commitment by any SPC to make any Loan and (ii) if an SPC elects not to exercise such option or otherwise fails to provide all or any part of such Loan, the Granting Lender shall be obligated to make such Loan pursuant to the terms hereof; *provided further* that nothing herein shall make the SPC a "Lender" for the purposes of this Agreement, obligate Borrower or any other Loan Party or the Administrative Agent to deal with such SPC directly, obligate Borrower or any other Loan Party in any manner to any greater extent than they were obligated to the Granting Lender, or increase costs or expenses of Borrower. The Loan Parties and the Administrative Agent shall be entitled to deal solely with, and obtain good discharge from, the Granting Lender and shall not be required to investigate or otherwise seek the consent or approval of any SPC, including for the approval of any amendment, waiver or other modification of any provision of any Loan Document. The making of a Loan by an SPC hereunder shall utilize the Commitment of the Granting Lender to the same extent, and as if, such Loan were made by such Granting Lender. Each party hereto hereby agrees that no SPC shall be liable for any indemnity or similar payment obligation under this Agreement (all liability for which shall remain with the Granting Lender). In furtherance of the foregoing, each party hereto hereby agrees (which agreement shall survive the termination of this Agreement) that, before the date that is one year and one day after the payment in full of all outstanding commercial paper or other senior indebtedness of any SPC, it will not institute against, or join any other Person in instituting against, such SPC any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings under the laws of the United States or any state thereof. In addition, notwithstanding anything to the contrary contained in this Section 11.04(h), any SPC may (i) with notice to, but without the prior written consent of, Borrower and the Administrative Agent and without paying any processing fee therefor, assign all or a portion of its interests in any Loans to the Granting Lender or to any financial institutions (consented to by Borrower and the Administrative Agent) providing liquidity and/or credit support to or for the account of such SPC to support the funding or maintenance of Loans and (ii) disclose on a confidential basis any non-public information relating to its Loans to any rating agency, commercial paper dealer or provider of any surety, guarantee or credit or liquidity enhancement to such SPC.

(i) The words "execution," "signed," "signature," and words of like import in any Assignment and Assumption shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Legal Requirement, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

(j) Notwithstanding anything to the contrary contained herein, any Lender may assign all or any portion of its Loans hereunder to any Person who, after giving effect to such assignment, would be an Affiliated Lender; provided that:

(i) no Default or Event of Default has occurred and is continuing or would result therefrom;

(ii) such assignment is made pursuant to a Dutch Auction open to all Lenders on a pro rata basis;

(iii) the assigning Lender and Affiliated Lender purchasing such Lender's Loans shall execute and deliver to the Administrative Agent an assignment agreement substantially in the form of Exhibit A-2 hereto (an "**Affiliated Lender Assignment and Assumption**") in lieu of an Assignment and Assumption;

(iv) at the time of such assignment and after giving effect to such assignment, Affiliated Lenders shall not (A) in the aggregate, own or hold Loans (including participating interests) with an aggregate principal amount in excess of 20% of the principal amount of all Loans then outstanding and (B) own or hold any Indebtedness under the Revolving Credit Agreement;

(v) each Affiliated Lender shall at each of the time of the initiation of and consummation of such assignment deliver to the Administrative Agent a certificate of a Responsible Officer stating that (A) no Default or Event of Default has occurred and is continuing or would result from such assignment and (B) it affirms the No Undisclosed Information Representation;

(vi) if an Affiliated Lender assigns Loans acquired by it in accordance with this Section 11.04(j) such Affiliated Lender shall at the time of assignment of any Loans held by it affirm the No Undisclosed Information Representation;

(vii) any Loans acquired by a Affiliated Lender may (but shall only be required to do so at any time if, at such time, any Affiliated Lender shall own or hold any Indebtedness under the Revolving Credit Agreement) be contributed to Borrower (whether through Lassonde, ALI or otherwise) and upon such contribution shall be automatically and permanently cancelled; and

(viii) each Affiliated Lender shall (A) execute a waiver in form and substance reasonably satisfactory to the Administrative Agent that it shall have no right whatsoever so long as such Person is an Affiliated Lender (1) to vote as a Lender with respect to any amendment, modification, waiver, consent or other such action with respect to any of the terms of this Agreement or any other Loan Document (it being understood that such interest will be deemed voted in the same proportion as the allocation of voting with respect to such matter by those Lenders who are not Affiliated Lenders); *provided* that, notwithstanding the foregoing, (x) such Affiliated Lender shall be permitted to vote as a Lender if such amendment, modification, waiver, consent or other such action (I) requires the vote of all Lenders or all affected Lenders and all Lenders or all affected Lenders, as the case may be, have given their consent thereto, or (II) disproportionately affects such Affiliated Lender in its capacity as a Lender as compared to other Lenders that are not Affiliated Lenders and (y) no amendment, modification, waiver, consent or other action shall deprive any Affiliated Lender of its share of any payments which the Lenders are entitled to share on a pro rata basis hereunder without consent of such Affiliated Lender, (2) subject to subclause (1) of this clause (j), to otherwise vote as a Lender on any matter related to this Agreement or any other Loan Document, (3) to receive advice of counsel to any Agent or to Lenders other than Affiliated Lenders or to challenge the any Agent's or Lender's attorney-client privilege, (4) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of Borrower are not then present, (5) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to Borrower or its representatives or (6) to make or bring (or participate in, other than as a passive participant in or recipient of its pro rata benefits of) any claim, in its capacity as a Lender, against any Agent or any Lender with respect to the duties and obligations of such Persons under the Loan Documents, and (B) acknowledge and agree that the Obligations owned by it shall be non-voting under sections 1126 and 1129 of the Bankruptcy Code or the equivalent provisions of any other Insolvency Law in the event that any proceeding thereunder shall be instituted by or against any Transaction Party, or, alternatively, to the extent that the foregoing non-voting designation is deemed unenforceable for any reason, each Affiliated Lender shall vote in such proceedings in the same proportion as the allocation of voting with respect to such matter by those Lenders who are not Affiliated Lenders, except to the extent that any plan of reorganization proposes to treat the obligations held by such Affiliated Lender in a manner that is less favorable in any material respect to such Affiliated Lender than the proposed treatment of similar obligations held by Lenders that are not Affiliated Lenders.

Each Affiliated Lender hereby irrevocably appoints the Administrative Agent (such appointment being coupled with an interest) as such Affiliated Lender's attorney-in-fact, with full authority in the place and stead of such Affiliated Lender and in the name of such Affiliated Lender, from time to time in the Administrative Agent's discretion to take any action and to execute any instrument that the Administrative Agent may deem reasonably necessary to carry out the provisions of this clause (j).

(k) Borrower shall, upon reasonable request by the Administrative Agent, provide such documentation to the Administrative Agent in connection with any assignment by a Lender to an assignee that bears a relationship to Borrower under Section 108(e)(4) of the Code, so as to allow the

Administrative Agent to determine whether the assigned portion of the Loan will have original issue discount for U.S. federal income tax purposes and, if so, the amount of such original issue discount.

(l) Each of Borrower and LuxCo expressly accepts and confirms for the purposes of articles 1278 to 1281 of the Luxembourg civil code that, notwithstanding any assignment, transfer and/or novation made pursuant to this Agreement, the guarantee given by it guarantees all Obligations (including without limitation, all obligations with respect to all rights and/or obligations so assigned, transferred or novated) and that any security interest created under any Security Document to which it is a party shall be preserved for the benefit of any successor and assign of the Lenders, Administrative Agent and/or Secured Parties.

Section 11.05 Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the reports, certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Agents or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as any Obligation is outstanding and so long as the Commitments have not expired or terminated. The provisions of Article X and Section 2.12, Section 2.15, Section 11.03, Section 11.09 and Section 11.10 shall survive and remain in full force and effect regardless of the consummation of the Transactions and the other transactions contemplated hereby, the repayment of the Loans, the expiration or termination of the Commitments or the termination of this Agreement or any provision hereof.

Section 11.06 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Loan Documents, and any separate letter agreements with respect to fees payable to the Administrative Agent and/or the Arrangers and/or the Book Managers, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement or of a Lender Addendum by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 11.07 Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. Without limiting the foregoing, if and to the extent that the enforceability of any provisions in this Agreement relating to Defaulting Lenders shall be voidable or avoidable or otherwise limited under Section 548 of Chapter 11 of the Bankruptcy Code or under any applicable state Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law, as determined in good faith by the Administrative Agent, then such provisions shall be deemed to be in effect only to the extent not so limited.

Section 11.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, each Lender and each of its Affiliates is hereby authorized at any time and from time to time, to the fullest extent permitted by applicable Legal Requirements, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such Lender or any such Affiliate to or for the credit or the account of any Loan Party against any and all of the obligations of any Loan Party now or hereafter existing under this Agreement or any other Loan Documents held by such Lender, irrespective of whether or not such Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations may be contingent or unmatured or are owed to a branch or office of such Lender different from the branch or office holding such deposit or obligated on such indebtedness; *provided* that in the event that any Defaulting Lender shall exercise any such right of setoff, (x) all amounts so set off shall be paid over immediately to the Administrative Agent for further application in accordance with the provisions of Section 2.16(c) and, pending such payment, shall be segregated by such Defaulting Lender from its other funds and deemed held in trust for the benefit of the Administrative Agent and the Lenders and (y) the Defaulting Lender shall provide promptly to the Administrative Agent a statement describing in reasonable detail the obligations owing to such Defaulting Lender as to which it exercised such right of setoff. The rights of each Lender under this Section 11.08 are in addition to other rights and remedies (including other rights of setoff) which such Lender may have.

Section 11.09 Governing Law; Jurisdiction; Consent to Service of Process. (a) This Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its Property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County, and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the extent permitted by applicable Legal Requirements, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Legal Requirements. Nothing in this Agreement or any other Loan Document or otherwise shall affect any right that the Administrative Agent, any other Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its Properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Legal Requirements, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 11.09(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Each party to this Agreement irrevocably consents to service of process in any action or proceeding arising out of or relating to any Loan Document, in the manner provided for notices (other than facsimile or email, and disregarding any Person to whom any such notice is required to be copied) in Section 11.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by applicable Legal Requirements.

Section 11.10 Waiver of Jury Trial. Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable Legal Requirements, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to any Loan Document, the Transactions or the other transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 11.10.

Section 11.11 Headings; No Adverse Interpretation of Other Agreements. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement. This Agreement may not be used to interpret any other loan or debt agreement or instrument of any Company or of any other Person. Any such loan or debt agreement or instrument may not be used to interpret this Agreement or any other Loan Document.

Section 11.12 Confidentiality. Each of the Agents and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' and Approved Funds' directors, officers, employees, agents, advisors and other representatives, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential pursuant to the terms hereof), (b) to the extent requested by any regulatory authority or any quasi-regulatory authority (such as the National Association of Insurance Commissioners), (c) to the extent required by applicable Legal Requirements or by any subpoena or similar legal process or in connection with any pledge or assignment made pursuant to Section 11.04(g), (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies under the Loan Documents or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section 11.12, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement, (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to Borrower and its obligations, (iii) any actual or prospective investor in an SPC or (iv) any rating agency for the purpose of obtaining a credit rating applicable to any Loan or Loan Party, (g) with the consent of Borrower or (h) to the extent such Information (i) is publicly available at the time of disclosure or becomes publicly available other than as a result of a breach of this Section 11.12 or (ii) becomes available to any Agent or any Lender on a nonconfidential basis from a source other than Borrower or any Subsidiary. In addition, the Agents and the Lenders may disclose the existence of the Loan Documents and information about the Loan Documents to market data collectors, league tables, similar service providers to the financing community, and service providers to the Agents and the Lenders. For the purposes of this Section 11.12, "**Information**" means all information received from Borrower relating to any Company or its business that is clearly identified at the time of delivery as confidential, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis before disclosure by Borrower. Any Person required to maintain the confidentiality of Information as provided in this Section 11.12 shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person accords to its own confidential information.

Section 11.13 Interest Rate Limitation. (a) Notwithstanding anything herein to the contrary, except as set forth in clause (b) of this Section 11.13 with respect to all applicable Canadian laws (to the extent applicable), if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts which are treated as interest on such Loan under applicable law (collectively, the "**Charges**"), shall exceed the maximum lawful rate (the "**Maximum Rate**") which may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with applicable Legal Requirements, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate and, to the extent lawful, the interest and Charges that would have been payable in respect of such Loan but were not payable as a result of the operation of this Section 11.13 shall be cumulated and the interest and Charges payable to such Lender in respect of other Loans or periods shall be increased (but not above the Maximum Rate therefor) until such cumulated amount, together with interest thereon at the Federal Funds Effective Rate to the date of repayment, shall have been received by such Lender.

(b) For the purposes of the Interest Act (Canada) and disclosure thereunder, if and whenever interest is to be paid hereunder and such interest is to be calculated on the basis of a period of less than a calendar year, the yearly rate of interest to which the rate determined pursuant to such calculation is equivalent is the rate so determined multiplied by the actual number of days in the calendar year in which the same is to be ascertained and divided by the number of days in such period. Any interest to be paid hereunder shall be paid after as well as before judgment and shall be calculated using the nominal rate method of calculation, and shall not be calculated using the effective rate method of calculation or on any basis that gives effect to the principle of deemed reinvestment of interest.

Section 11.14 Assignment and Assumption. Each Lender to become a party to this Agreement (other than the Administrative Agent and any other Lender that is a signatory hereto) shall do so by delivering to the Administrative Agent an Assignment and Assumption duly executed by such Lender and the Administrative Agent.

Section 11.15 Obligations Absolute. To the fullest extent permitted by applicable law, all obligations of the Loan Parties hereunder shall be absolute and unconditional irrespective of:

(a) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any Loan Party;

(b) any lack of validity or enforceability of any Loan Document or any other agreement or instrument relating thereto against any Loan Party;

(c) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from any Loan Document or any other agreement or instrument relating thereto;

(d) any exchange, release or non-perfection or loss of priority of any Liens on any or all of the Collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Secured Obligations;

(e) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect hereof or any other Loan Document; or

(f) any other circumstances which might otherwise constitute a defense available to, or a discharge of, the Loan Parties.

Section 11.16 Waiver of Defenses; Absence of Fiduciary Duties. (a) Each of the Loan Parties hereby waives any and all suretyship defenses available to it as a Guarantor arising out of the joint and several nature of its respective duties and obligations hereunder (including any defense contained in Article VII).

(b) Each Agent, each Lender, each SPC and their Affiliates (collectively, solely for purposes of this paragraph, the "**Lenders**"), may have economic interests that conflict with those of the Loan Parties. Each Loan Party agrees that neither the Loan Documents nor any transactions contemplated by the Loan Documents will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between the Lenders and the Loan Parties, their stockholders or their Affiliates. Each Loan Party acknowledges and agrees that (i) the transactions contemplated by the Loan Documents are arm's-length commercial transactions between the Lenders, on the one hand, and the Loan Parties, on the other, (ii) in connection any transactions contemplated by the Loan Documents and with the process leading to such transaction, each of the Lenders is acting solely as a principal and not the agent or fiduciary of any Loan Party or its management, stockholders, creditors or any other Person, (iii) no Lender has assumed an advisory or fiduciary responsibility in favor of any Loan Party with respect to any transactions contemplated by the Loan Documents or the process leading thereto (irrespective of whether any Lender or any of its Affiliates has advised or is currently advising such Loan Party on other matters) or any other obligation to any Loan Party except the obligations expressly set forth in the Loan Documents and (iv) each Loan Party has consulted its own legal and financial advisors to the extent such Loan Party deemed appropriate. Each Loan Party further acknowledges and agrees that it is responsible for making its own independent judgments with respect to any transactions contemplated by the Loan Documents and the process leading thereto. Each Loan Party agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to such Loan Party, in connection with any transactions contemplated by the Loan Documents or the process leading thereto.

Section 11.17 USA PATRIOT Act. Each Lender to which the Patriot Act applies hereby notifies each Loan Party that pursuant to the requirements of the Patriot Act, it may be required to obtain, verify and record information that identifies the Loan Parties, which information includes the name, address and taxpayer identification number of each Loan Party and other information that will allow such Lender to identify such Loan Party in accordance with the Patriot Act.

Section 11.18 Judgment Currency. (a) The Loan Parties' obligations hereunder and under the other Loan Documents to make payments in Dollars shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than Dollars, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or the respective Lender of the full amount of Dollars expressed to be payable to the Administrative Agent or such Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than Dollars (such other currency being hereinafter referred to as the "**Judgment Currency**") an amount due in Dollars, the conversion shall be made at the Dollar Equivalent determined as of the Business Day immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "**Judgment Currency Conversion Date**").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties shall pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount) as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of Dollars which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date.

(c) For purposes of determining the Dollar Equivalent or any other rate of exchange for this Section 11.18, such amounts include any premium and costs payable in connection with the purchase of Dollars.

Section 11.19 Assumption of Obligations under Loan Documents. Immediately following the consummation of the Acquisition, each CP Guarantor identified on Schedule 1.01(c) hereby irrevocably (i) assumes all of the Obligations and the other liabilities and obligations of a CP Guarantor under the Loan Documents, and (ii) agrees that it is bound as a CP Guarantor under the Loan Documents, and, in the case of the Security Documents, as a Pledgor, in each case by all of the terms, covenants and conditions set forth in the Loan Documents to the same extent as if such CP Guarantor had been a CP Guarantor immediately before the consummation of the Acquisition.

Section 11.20 Assumption of Obligations under Commitment Letter and Fee Letter. on With effect on and from the Closing Date, each Loan Party hereby irrevocably agrees to assume from Lassonde on a joint and several basis all liabilities and obligations of Lassonde relating to or arising out of any of its duties, responsibilities and obligations under the Fee Letter and, to the extent (and only to the extent) set forth in Section 14 thereof, the Commitment Letter, it being the intention hereby that upon the effectiveness of such assumption, except as expressly set forth in Section 14 of the Commitment Letter and the Lassonde Pledge Agreement, Lassonde shall have no liability or other obligation under the Loan Documents.

Section 11.21 Delivery of Lender Addenda. Each initial Lender shall become a party to this Agreement by delivering to the Administrative Agent a Lender Addendum duly executed by such Lender, the Borrower and the Administrative Agent.

Section 11.22 Intercreditor Agreement. Notwithstanding anything to the contrary in this Agreement, the Liens and rights granted to the Agents pursuant to this Agreement or the other Loan Documents, and the exercise of any right or remedy by any Agent hereunder or thereunder, are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement or any other Loan Document, the terms of the Intercreditor Agreement shall govern and control with respect to any right or remedy.

Section 11.23 OID LEGEND. THE LOANS HAVE BEEN ISSUED WITH OID FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THE LOANS MAY BE OBTAINED BY WRITING TO THE ADMINISTRATIVE AGENT AT THE ADDRESS SET FORTH IN SECTION 11.01.

(Signature Pages Follow)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers or other authorized signatories as of the day and year first above written.

LUXLAS FUND LIMITED PARTNERSHIP,
as Borrower

By: 7925271 Canada inc.
Its: General Partner

By: Pierre Paul Lassonde
Name: Pierre-Paul Lassonde
Title: Chief Executive Officer

7925271 CANADA INC.

By:
Name: Pierre-Paul Lassonde
Title: Chief Executive Officer

LASSONDE LUXEMBOURG

By: ______________________________
Name: Emmanuel Natale
Title: Type B Manager

POMONA HOLDINGS, INC.

By:____________________________
Name: Jean Gattuso
Title: President

POMONA MERGER CORP.

By:____________________________
Name: Jean Gattuso
Title: President

CLEMENT PAPPAS AND COMPANY, INC.

By:____________________________
Name: Clement David Pappas
Title: President

PAPPAS FOODS, L.L.C.

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:____________________________
Name: Clement David Pappas
Title: President

CLEMENT PAPPAS NC, INC.

By:____________________________
Name: Clement David Pappas
Title: President

DELSEA FARMS, INC.

By:____________________________
Name: Clement David Pappas
Title: President

PAPPAS PROPERTIES CA, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:____________________________
Name: Clement David Pappas
Title: President

PAPPAS PROPERTIES, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:____________________________
Name: Clement David Pappas
Title: President

CPC JUICE, INC.

By:____________________________
Name: Clement David Pappas
Title: President

CP MARYLAND, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By:____________________________
Name: Clement David Pappas
Title: President

JEFFERIES FINANCE LLC,
as Administrative Agent, Collateral Agent, Joint Lead Arranger and Joint Book Manager

By: ______________________
Name: E. Joseph Hess
Title: Managing Director

BANK OF MONTREAL,
as Syndication Agent

By: ______________________
Name: DEREK D. BRUST
Title: DIRECTOR

BMO CAPITAL MARKETS,
as Joint Lead Arranger and Joint Book Manager

By: ______________________________
Name: DEREK D. BRUST
Title: DIRECTOR

GE CANADA FINANCE HOLDING COMPANY,
as Co-Documentation Agent

By: ______________________
Name: ITALO FORTINO
Title: DULY AUTHORIZED SIGNATORY

Schedule 1.01(a)

Material Indebtedness

None.

Schedule 1.01(b)

Mortgaged Property

	Property Location	Record Owner
1.	10 North Parsonage Road, Seabrook, NJ 08302	Clement Pappas and Company, Inc.
2.	1045 Parsonage Road, Seabrook, NJ 08302	Clement Pappas and Company, Inc.
3.	125 N. Egerton Road, Henderson, NC 28791 (aka 125 Industrial Park, Mountain Home, NC 28758)	Clement Pappas NC, Inc.
4.	1019 Parsonage Road, Seabrook, NJ 08302	Pappas Properties, LLC
5.	300 E. Huntsville St, Springdale, AR 72764	Pappas Foods, L.L.C.
6.	1755 E. Acacia St, Ontario, CA 91761	Pappas Properties CA, LLC
7.	29 Pond St, Carver, MA 02330	Clement Pappas and Company, Inc.

Schedule 1.01(c)

<u>CP Guarantors</u>

Clement Pappas and Company, Inc.

Clement Pappas NC, Inc.

CPC Juice, Inc.

CP Maryland, LLC

Delsea Farms, Inc.

Pappas Foods, L.L.C.

Pappas Properties, LLC

Pappas Properties CA, LLC

Pomona Holdings, Inc.

Pomona Merger Corp.

Schedule 1.01(d)

Pledgors

Luxlas Fund Limited Partnership

Lassonde Luxembourg

7925271 Canada inc.

Pomona Holdings, Inc.

Pomona Merger Corp.

Clement Pappas and Company, Inc.

Clement Pappas NC, Inc.

CPC Juice, Inc.

CP Maryland, LLC

Delsea Farms, Inc.

Pappas Foods, L.L.C.

Pappas Properties, LLC

Pappas Properties CA, LLC

Schedule 1.01(e)

Refinancing Indebtedness

Second Amended and Restated Credit Agreement dated May 15, 2009 among Clement Pappas and Company, Inc., the Guarantors from time to time party thereto, the Lenders from time to time party thereto, and Bank of Montreal, as Administrative Agent.

Master ISDA agreement dated December 4, 2003 by and between Harris Trust & Savings Bank and Clement Pappas and Company, Inc.

Swap agreement dated December 4, 2003 by and between Harris Trust & Savings Bank and Clement Pappas and Company, Inc.

Swap agreement dated May 19, 2009 by and between Bank of Montreal and Clement Pappas and Company, Inc.

Schedule 1.01(f)

Dutch Auction Procedures

This Schedule 1.01(f) is intended to summarize certain basic terms of the Dutch Auction Procedures pursuant to and in accordance with the terms and conditions of Section 11.04(j) of the Term Loan Agreement, of which this Schedule 1.01(f) is a part. It is not intended to be a definitive statement of all of the terms and conditions of a reverse Dutch auction (an "Auction"), the definitive terms and conditions for which shall be set forth in the applicable offering document. None of the Administrative Agent, the Auction Manager (as defined below), any Arranger or any of their respective Affiliates or any officers, directors, employees, agents or attorneys-in-fact of such Persons (together with the Administrative Agent, each Arranger and their respective Affiliates, the "Related Persons") makes any recommendation pursuant to any offering document as to whether or not any Lender should sell its "Loans"(as defined in the Term Loan Agreement) (the "Term Loans") to an Affiliated Lender pursuant to any offering documents, nor shall the decision by the Administrative Agent, the Auction Manager, any Arranger or any other Related Person (or any of their Affiliates) in its respective capacity as a Lender to sell its Term Loans to an Affiliated Lender be deemed to constitute such a recommendation. Each Lender should make its own decision on whether to sell any of its Term Loans and, if it decides to do so, the principal amount of and price to be sought for such Term Loans. In addition, each Lender should consult its own attorney, business advisor or tax advisor as to legal, business, tax and related matters concerning each Auction and the relevant offering documents. Capitalized terms not otherwise defined in this Schedule 1.01(f) have the meanings assigned to them in the Term Loan Agreement.

(a) Notice Procedures. In connection with each Auction, the applicable Affiliated Lender will provide notification to an investment bank of recognized standing selected by such Affiliated Lender (the "Auction Manager") for distribution to the Lenders of the Term Loans (each, an "Auction Notice"). Each Auction Notice shall contain (i) the minimum principal amount (calculated on the face amount thereof) of Term Loans that such Affiliated Lender offers to purchase in such Auction (the "Auction Amount"), which shall not be less than $25,000,000; (ii) the range of discounts to par (the "Discount Range"), expressed as a range of prices per $1,000, at which such Affiliated Lender would be willing to purchase Term Loans in such Auction; *provided* that the par principal amount of the Term Loans offered to be prepaid in each Auction shall be in a minimum aggregate amount of $1,000,000 and with minimum increments of $100,000 (it being understood that the par principal amount of Term Loans actually prepaid may be less than the minimum amount in the event that the aggregate par principal amount of Term Loans actually offered to be available for prepayment by Lenders in such Auction is less than the minimum amount) and (iii) the date on which such Auction Manager will conclude, on which date Return Bids (as defined below) will be due by 1:00 p. m. (New York time) (as such date and time may be extended by the Auction Manager, such time the "Expiration Time"). Such Expiration Time may be extended for a period not exceeding 3 Business Days upon notice by the applicable Affiliated Lender to the Auction Manager received not less than 24 hours before the original Expiration Time; *provided* that only one extension per offer shall be permitted. An Auction shall be regarded as a "failed auction" in the event that either (x) such Affiliated Lender withdraws such Auction in accordance with the terms hereof or (y) the Expiration Time occurs with no Qualifying Bids (as defined below) having been received. In the event of a failed auction, such Affiliated Lender shall not be permitted to deliver a new Auction Notice prior to the date occurring 3 Business Days after such withdrawal or Expiration Time, as the case may be. Notwithstanding anything to the contrary contained herein, no Affiliated Lender shall initiate any Auction by delivering an Auction Notice to the Auction Manager until after the conclusion (whether successful or failed) of the previous Auction (if any), whether such conclusion occurs by withdrawal of such previous Auction or the occurrence of the Expiration Time of such previous Auction.

(b) Reply Procedures. In connection with any Auction, each Lender of Term Loans wishing to participate in such Auction shall, prior to the Expiration Time, provide the Auction Manager with a notice of participation, in the form included in the respective offering document (each, a "Return Bid") which shall specify (i) a discount to par that must be expressed as a price per $1,000 in principal amount of Term Loans (the "Reply Price") within the Discount Range and (ii) the principal amount of Term Loans, in an amount not less than $1,000,000 or an integral multiple of $1,000 in excess thereof, that such Lender offers for sale at its Reply Price (the "Reply Amount"). A Lender may submit a Reply Amount that is less than the minimum amount and incremental amount requirements described above only if the Reply Amount comprises the entire amount of the Term Loans held by such Lender. Lenders may only submit one Return Bid per Auction but each Return Bid may contain up to 3 component bids, each of which may result in a separate Qualifying Bid and each of which will not be contingent on any other component bid submitted by such Lender resulting in a Qualifying Bid. In addition to the Return Bid, the participating Lender must execute and deliver, to be held by the Auction Manager, an assignment and acceptance in the form included in the offering document (each, an "Auction Assignment and Assumption"). No Affiliated Lender will purchase any Term Loans at a price that is outside of the applicable Discount Range, nor will any Return Bids (including any component bids specified therein) submitted at a price that is outside such applicable Discount Range be considered in any calculation of the Applicable Threshold Price.

(c) Acceptance Procedures. Based on the Reply Prices and Reply Amounts received by the Auction Manager, the Auction Manager, in consultation with the applicable Affiliated Lender, will calculate the lowest purchase price (the "Applicable Threshold Price") for such Auction within the Discount Range for such Auction that will allow such Affiliated Lender to complete the Auction by purchasing the full Auction Amount (or such lesser amount of Term Loans for which such Affiliated Lender has received Qualifying Bids). Such Affiliated Lender shall purchase Term Loans from each Lender whose Return Bid is within the Discount Range and contains a Reply Price that is equal to or less than the Applicable Threshold Price (each, a "Qualifying Bid"). All Term Loans included in Qualifying Bids (including multiple component Qualifying Bids contained in a single Return Bid) received at a Reply Price lower than the Applicable Threshold Price will be purchased at such applicable Reply Prices and shall not be subject to proration.

(d) Proration Procedures. All Term Loans offered in Return Bids (or, if applicable, any component thereof) constituting Qualifying Bids at the Applicable Threshold Price will be purchased at the Applicable Threshold Price; *provided* that if the aggregate principal amount (calculated on the face amount thereof) of all Term Loans for which Qualifying Bids have been submitted in any given Auction at the Applicable Threshold Price would exceed the remaining portion of the Auction Amount (after deducting all Term Loans to be purchased at prices below the Applicable Threshold Price), the applicable Affiliated Lender shall purchase the Term Loans for which the Qualifying Bids submitted were at the Applicable Threshold Price ratably based on the respective principal amounts offered and in an aggregate amount equal to the amount necessary to complete the purchase of the Auction Amount. No Return Bids or any component thereof will be accepted above the Applicable Threshold Price (as defined below).

(e) Notification Procedures. The Auction Manager will calculate the Applicable Threshold Price and post the Applicable Threshold Price and proration factor onto an internet or intranet site (including Intralinks®, SyndTrak Online, ClearPar® or any other E-System) in accordance with the Auction Manager's standard dissemination practices by 4:00 p.m. New York time on the Business Day after the date the Return Bids were due (as such due date may be extended in accordance with this Schedule 1.01(f)); *provided* that the failure to post such Applicable Threshold Price and proration factor by such time shall not affect the validity of such Auction Prepayment Offer. The Auction Manager will insert the principal amount of Term Loans to be assigned and the applicable settlement date into each applicable Auction Assignment and Assumption received in connection with a Qualifying Bid. Upon the request of the submitting Lender, the Auction Manager will promptly return any Auction Assignment and Assumption received in connection with a Return Bid that is not a Qualifying Bid.

(f) Auction Assignment and Assumption. Each Auction Notice and Auction Assignment and Assumption shall contain the following representations and warranties by the applicable Affiliated Lender:

(i) The conditions set forth in Section 11.04(j) of the Term Loan Agreement have each been satisfied on and as of the date hereof, except to the extent that such conditions refer to conditions that must be satisfied as of a future date, in which case such Affiliated Lender must terminate any Auction if it fails to satisfy one of more of the conditions which are required to be met at the time which otherwise would have been the time of purchase of Term Loans pursuant to an Auction.

(ii) The representations and warranties of each Term Loan Party contained in Article III of the Term Loan Agreement or any other Term Loan Document, or which are contained in any document furnished at any time under or in connection herewith or therewith, shall be true and correct in all material respects (other than any representation or warranty that is qualified by materiality or reference to Material Adverse Effect, which shall be true and correct in all respects) on and as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct as of such earlier date, and except that for purposes hereof, the representations and warranties contained in Section 3.04(a) of the Term Loan Agreement shall be deemed to refer to the most recent statements furnished pursuant to clauses (a) and (b) of Section 5.01 of the Term Loan Agreement.

(iii) As of the date of the Auction Notice and the date of the Auction Prepayment, the Affiliated Lender is not in possession of any material non-public information with respect to Holdings, Borrower or any of its Subsidiaries that (x) has not been disclosed to the Lenders (other than Lenders that do not wish to receive material non-public information with respect to Holdings, Borrower or any of its Subsidiaries) prior to such date and (y) if not disclosed to the Lenders, could reasonably be expected to have a material effect (whether negative or positive) upon, or otherwise be material to, (1) a Lender's decision to participate in any Auction or (2) the market price of the Term Loans subject to such Auction.

(g) Additional Procedures. Once initiated by an Auction Notice, the applicable Affiliated Lender may withdraw an Auction only in the event that, (i) as of such time, no Qualifying Bid has been received by the Auction Manager or (ii) such Affiliated Lender has failed to meet a condition set forth in Section 11.04(j) of the Term Loan Agreement. Furthermore, in connection with any Auction, upon submission by a Lender of a Return Bid, such Lender will not have any withdrawal rights. Any Return Bid (including any component bid thereof) delivered to the Auction Manager may not be modified, revoked, terminated or cancelled by a Lender. However, an Auction may become void if the conditions to the purchase of Term Loans by such Affiliated Lender required by the terms and conditions of Section 11.04(j) of the Term Loan Agreement are not met. The purchase price in respect of each Qualifying Bid for which purchase by such Affiliated Lender is required in accordance with the foregoing provisions shall be paid directly by such Affiliated Lender to the respective assigning Lender on a settlement date as determined jointly by such Affiliated Lender and the Auction Manager (which shall be not later than 10 Business Days after the date Return Bids are due). The applicable Affiliated Lender shall execute each applicable Auction Assignment and Assumption received in connection with a Qualifying Bid. All questions as to the form of documents and validity and eligibility of Term Loans that are the subject of an Auction will be determined by the Auction Manager, in consultation with such Affiliated Lender, and their determination will be final and binding so long as such determination is not inconsistent with the terms of Section 11.04(j) of the Term Loan Agreement or this Schedule 1.01(f). The Auction Manager's interpretation of the terms and conditions of the offering document, in consultation with such Affiliated Lender, will be final and binding so long as such interpretation is not inconsistent with the terms of Section 11.04(j) of the Term Loan Agreement or this Schedule 1.01(f). None of the Administrative Agent, the Auction Manager any Arranger, any other Related Person or any of their respective Affiliates assumes any responsibility for the accuracy or completeness of the information concerning any Affiliated Lender, any Term Loan Party, or any of their Affiliates (whether contained in an offering document or otherwise) or for any failure to disclose events that may have occurred and may affect the significance or accuracy of such information. This Schedule 1.01(f) shall not require any Affiliated Lender to initiate any Auction.

Schedule 3.05(b)

Real Property

Owned Real Property:

Property Location	Record Owner	Use
1. 10 North Parsonage Road Seabrook, NJ 08302.	Clement Pappas and Company, Inc.	Office and Storage
2. 1045 Parsonage Road Seabrook, NJ 08302.	Clement Pappas and Company, Inc.	Plant
3. 125 N. Egerton Road Henderson, NC 28791 (aka 125 Industrial Park Mountain Home, NC 28758).	Clement Pappas NC, Inc.	Plant
4. 1019 Parsonage Road Seabrook, NJ 08302.	Pappas Properties, LLC	Warehouse
5. 300 E. Huntsville St Springdale, AR 72764.	Pappas Foods, L.L.C.	Plant
6. 1755 E. Acacia St Ontario, CA 91761.	Pappas Properties CA, LLC	Plant
7. 29 Pond St, Carver MA 02330.	Clement Pappas and Company, Inc.	Cranberry Receiving Station

Leased Property:

Lease	Use
1. Lease Agreement between Delaware River and Bay Authority as Landlord and Clement Pappas and Company, Inc. as Tenant, dated December 19, 2006, as amended, for property located at One Collins Drive, Suite 200, Carneys Point, NJ 08069.	Office/ Corporate Headquarters
2. Lease Agreement between Paper Properties, LLC, as predecessor-in-interest to Charis Family Interests, LLC, as Landlord and Clement Pappas NC, Inc. as Tenant, dated May 29, 2008, as amended, for property located at 199 N. Egerton, Mountain Home, NC 28758.	Warehouse
3. Commercial Lease Agreement between T.J.R.V., Inc. as Landlord and Pappas Foods, L.L.C. as Tenant, dated March 15, 2008, for property located at 777 Frisco St, Springdale, AR 72764.	Warehouse
4. Industrial Lease Agreement between 6320 Oakleaf LLC as Landlord and the HR Nicholson Company as Tenant, dated September 26, 2006, as amended, for property located at 6320 Oakleaf, Baltimore, MD 21215, as assigned to CP Maryland, LLC on April 24, 2007.	Plant

Section 3.06(a)

Ownership; No Claims; Use of Intellectual Property; Protection of Trade Secrets

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Clement Pappas and Company, Inc.	1631048	RUBY KIST
Clement Pappas and Company, Inc.	2848985	GROWN RIGHT
Clement Pappas and Company, Inc.	3824918	GROWN RIGHT
Clement Pappas and Company, Inc.	1915856	BOO JUICE
Clement Pappas and Company, Inc.	2084905	APPLELICIOUS
Clement Pappas and Company, Inc.	2164535	CLEM’S JUICE BAR
Clement Pappas and Company, Inc.	3605984	DELSEA
Clement Pappas and Company, Inc.	3361019	DELSEA
Clement Pappas & Co., Inc.	3623736	BOMBAY
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2232393	BOMBAY CLASSIC
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2182479	BOMBAY SELECT
Clement Pappas & Co., Inc.	2137490	APPLE STAMPEDE
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	2119215	BOMBAY ORIGINAL
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1510363	BOMBAY GOLD 100 (and design)
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1493753	BEST VALUE (stylized)
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1331171	NICHOLSON’S (stylized)
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1358340	BOMBAY (stylized)

		Bombay
CP Maryland, LLC DBA Clement Pappas and Company, Inc.	1073831	BOMBAY (stylized) Bombay
Clement Pappas and Company, Inc.	0611860	RUBY-KIST (stylized) RUBY-KIST

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Clement Pappas Company, Inc.	85337615	DELSEA FARMS
Clement Pappas & Co., Inc.	85181293	NATURE'S BLEND
Clement Pappas & Co., Inc.	77547279	OASIS BREEZE

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK
Clement Pappas and Company, Inc.	TMA412276	Canada	RUBY KIST
Clement Pappas & Co., Inc.	TM 8253	New Jersey	RUBY KIST

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER
Clement Pappas & Company, Inc.	Tango lime characters	VAu000358263

Clement Pappas & Company, Inc.	Fruit punch characters	VAu000358264
Clement Pappas & Company, Inc.	Mango berry characters	VAu000358265
Clement Pappas & Company, Inc.	Blue raspberry characters	VAu000358266

DOMAIN NAMES

www.clementpappas.com

Liens

The following security interests are recorded with the USPTO against certain of the marks listed above:

- The PTO records for the mark RUBY KIST (Reg. No. 1,631,048) include a security interest in favor of Mellon Bank N.A., recorded on July 9, 1993 (Reel/Frame: 1017/0377).

The following security interest is recorded with the Canadian Intellectual Property Office (“CIPO”) :

- The CIPO records for the mark RUBY KIST (Reg. No. TMA412276) include a security interest in favor of First Union National Bank, recorded on May 3, 2000.

See also the disclosure regarding the cease and desist letter received from attorneys for Dr. Pepper as described in Schedule 3.06(c).

Licenses from a Company to a Third Party

None.

Schedule 3.06(c)

Violations or Proceedings

Clement Pappas and Company, Inc. (“Clement Pappas”) received a cease and desist letter dated April 13, 2010 from attorneys for Dr. Pepper Snapple Group (“DPSG”). The letter alleged infringement by Clement Pappas of DPSG’s label for ROSE’S lime juice and demanded that Clement Pappas (a) immediately stop using its RUBY KIST lime juice label and trade dress or any other marks or designs confusingly similar thereto, (b) destroy and rebrand all inventory, signage, and promotional items relating to Clement Pappas’ sweetened lime juice product, and (c) notify any third parties involved in the sale and promotion of the allegedly infringing goods that they must immediately cease providing the allegedly infringing goods. No settlement agreement was entered into by Clement Pappas. Clement Pappas orally agreed to create a new label by November 2011.

Schedule 3.06(e)

Agreement or Order Affecting Intellectual Property

None.

Schedule 3.07(a)

Subsidiaries

Entity	Jurisdiction	Authorized Equity Interests	Outstanding Equity Interests	Options, Warrants, and Similar
Lassonde Industries Inc.	Canada	N/A	N/A	N/A
A. Lassonde Inc.	Quebec	N/A	N/A	N/A
Luxlas Fund Limited Partnership	Quebec	100% Membership Interest	100% Membership Interest	None
Lassonde Luxembourg	Luxembourg			None, other than pursuant to the Convertible Loan Agreement
7925271 Canada inc.	Canada	1 common share	1 common share	None
Pomona Holdings, Inc.	Delaware	1,000,000 shares of common stock	200,000 shares of common stock	None
Pomona Merger Corp.	New Jersey	100 shares of common stock	100 shares of common stock	None
Clement Pappas and Company, Inc.[1]	New Jersey	2,500 shares of voting common stock; 1,000,000 shares of non-voting common stock	1,130 of voting common stock; 403,608 shares of non-voting common stock	None
Clement Pappas and Company, Inc.[2]	New Jersey	100 shares of common stock	100 shares of common stock	None
Pappas Foods, L.L.C.	Delaware	1,000 Units (100% Interest)	1,000 Units (100% Interest)	None
Clement Pappas NC, Inc.	North Carolina	100,000 shares of common stock	100 shares of common stock	None
Delsea Farms, Inc.	California	100,000 shares of common stock	100 shares of common stock	None

1 Applicable before consummation of the Acquisition.
2 Applicable after consummation of the Acquisition.

Pappas Properties CA, LLC	California	100% Membership Interest	100% Membership Interest	None
Pappas Properties, LLC	Delaware	100% Membership Interest	100% Membership Interest	None
CPC Juice, Inc.	New Jersey	100 shares of common stock	100 shares of common stock	None
CP Maryland, LLC	Maryland	100% Membership Interest	100% Membership Interest	None

Schedule 3.07(c)

Corporate Organizational Chart

See attached.

Schedule 3.08

Litigation

None.

Schedule 3.09(c)

Material Agreements

None.

Schedule 3.19

Insurance

The insurance in the following table covers Pomona Holdings, Inc., Pomona Merger Corp., Clement Pappas and Company, Inc., Pappas Foods, L.L.C., Clement Pappas NC, Inc., Delsea Farms, Inc., Pappas Properties, LLC, Pappas Properties CA, LLC, CPC Juice, Inc., and CP Maryland LLC:

Carrier	Policy Year	Coverage
Continental Casualty Company (CNA)	March 1, 2011-March 1, 2012	Property (including boiler and machinery)
Lloyd's of London (Equinox)	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Lloyd's, Shelter Re, and Aspen UK	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Endurance American Specialty Insurance Company	March 1, 2011-March 1, 2012	Difference in Conditions – California Earthquake
Sentry Insurance	March 1, 2011-March 1, 2012	General Liability
Sentry Casualty Company (AOS) & Sentry Insurance	March 1, 2011-March 1, 2012	Automobile Liability and Physical Damage
Sentry Insurance	March 1, 2011-March 1, 2012	Workers' Compensation
Insurance Company of the State of PA (Chartis)	March 1, 2011-March 1, 2012	Foreign Commercial General Liability, Foreign Commercial Automobile Liability and Physical Damage, Foreign Voluntary Workers' Compensation and Employers Liability, and Foreign Travel Accident and Sickness
Continental Casualty Company (CNA)	March 1, 2011-March 1, 2012	Umbrella Liability
St. Paul Fire & Marine Insurance Company	March 1, 2011-March 1, 2012	Excess Liability
West Chester Fire Insurance Company (ACE)	March 1, 2011-March 1, 2012	D&O, Fiduciary Liability, and Employment Practices Liability
Westchester Fire Insurance Company (ACE)	March 1, 2011-March 1, 2012	Crime

Great American Insurance Company	December 30, 2008-December 30, 2013	Pollution Legal Liability

The insurance in the following table covers Luxlas Fund Limited Partnership, Lassonde Luxembourg, 7925271 Canada inc., and Pappas Lassonde Holdings, Inc.

Carrier	Policy Year	Coverage
Zurich Insurance Company LTD	October 1, 2010 - October 1, 2011	Property (All Risks)
Boiler Inspection and Insurance Co.	October 1, 2010 - October 1, 2011	Boiler & Machinery (Comprehensive Broad Form)
Zurich Insurance Company LTD	October 1, 2010 - October 1, 2011	General Liability
Zurich Insurance Company LTD	October 1, 2010 - October 1, 2011	Umbrella Liability
Encon Group	October 1, 2010 - October 1, 2011	D & O and Employment Practices Liability
ACE INA	October 1, 2010 - October 1, 2011	Excess D & O and Excess Employment Practices Liability
Encon Group	October 1, 2010 - October 1, 2011	Fiduciary Liability
Garantie of North America	October 1, 2010 - October 1, 2011	Crime
Lloyd's of London	October 1, 2010 - October 1, 2011	Product Contamination
Royal Sun Alliance	October 1, 2010 - October 1, 2011	Ocean Marine Cargo

Schedule 3.20(c)

Mortgage Filing Offices

Circuit Clerk
Washington County
Arkansas

Official Records
San Bernardino County
California

Registry of Deeds
Plymouth County
Massachusetts

County Clerk
Cumberland County
New Jersey

Register of Deeds
Henderson County
North Carolina

Schedule 3.21

Acquisition Documents

Exhibits to Acquisition Agreement

- Exhibit A – Form of Escrow Agreement
- Exhibit B – Form of Certificate of Merger
- Exhibit C – Letter of Transmittal
- Exhibit D – Commitment Letter
- Exhibit E – [Intentionally Omitted]
- Exhibit F – Forms of Key Employee Agreement
- Exhibit G – Form of Non-competition Agreements
- Exhibit H – P-L Holdings Stockholders' Agreement
- Exhibit I – Form of Stock Purchase Agreement

Schedules to Acquisition Agreement

- 1.1(a) – Standard Costs of Cranberry and Cranberry Concentrate Inventories
- 1.1(b) – Capital Leases
- 3.1 – Organization and Qualification
- 3.3 – Non-Contravention
- 3.5(a) – Capitalization
- 3.5(c) – Subsidiaries
- 3.6(b) – Financial Statements
- 3.6(c) – Undisclosed Liabilities
- 3.7 – Absence of Certain Developments
- 3.8 – Compliance with Laws; Governmental Authorizations; Licenses; Etc.
- 3.9 – Litigation
- 3.10 – Taxes
- 3.11 – Environmental Matters
- 3.12 – Employee Matters
- 3.12(c) – Employment Contracts
- 3.13 – Employee Benefit Plans
- 3.14 – Intellectual Property
- 3.15 – Material Contracts
- 3.16 – Insurance
- 3.17 – Real Property
- 3.18 – Title to Assets
- 3.19 – Related Party Transactions
- 3.21 – Customers and Suppliers
- 3.22 – Bank Accounts
- 5.3 – Conduct of Business

- 5.3(k) – 2011 Capital Expenditures Budget
- 5.10(d)(ii) – Allocation Schedule Principles

Schedule 4(g)

Local and Foreign Counsel

Local Counsel	**Jurisdiction**
Arkansas	Rose Law Firm, a Professional Association
California	Squire, Sanders & Dempsey (US) LLP
Maryland	Venable LLP
Massachusetts	Foley & Lardner LLP
New Jersey	Wilentz, Goldman & Spitzer P.A.
North Carolina	Robinson, Bradshaw & Hinson

Schedule 5.18

Post-Closing Matters

(a) Post Closing Collateral. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent, within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes (including mortgage recording taxes)) of the Loan Parties:

(i) within 30 days following the Closing Date, control agreements, or instruments necessary to perfect the Collateral Agent's security interest all Deposit Accounts (other than Excluded Accounts, it being understood that account #2227254 in the name of Clement Pappas and Company, Inc. held at BMO Harris Bank shall under no circumstances be treated as an Excluded Account) identified in Schedule 15 to the Perfection Certificate together with a legal opinion of counsel to Borrower in form and substance, and from counsel, reasonably acceptable to the Collateral Agent with respect to perfection of the Collateral Agent's security interest in respect of such Deposit Accounts;

(ii) within 30 days following the Closing Date, a file stamped UCC3 that effectively and fully terminates financing statement 23970885 (re: Clement Pappas and Company, Inc., as debtor) in its entirety and effectively releases all liens related thereto; and

(b) Post Closing Insurance. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent, within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes (including mortgage recording taxes)) of the Loan Parties:

(i) within 30 days following the Closing Date:

(A) with respect to the general liability insurance policies maintained pursuant to Section 5.04, endorsements naming the Collateral Agent, on behalf of the Secured Parties, as an additional insured party, and a cancellation endorsement providing that no cancellation, material reduction in amount or material change in coverage of such policy shall be effective until at least 30 days after receipt by the Collateral Agent of written notice thereof; and

(B) with respect to the property insurance policy maintained pursuant to Section 5.04, an endorsement naming the Collateral Agent, on behalf of the Secured Parties, as mortgagee and lender's loss payee, and a cancellation endorsement providing that no cancellation, material reduction in amount or material change in coverage of such policy shall be effective until at least 30 days after receipt by the Collateral Agent of written notice thereof.

(c) Post Closing Real Estate Mortgages. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent, or the following actions shall have been completed to the satisfaction of the Collateral Agent within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes (including mortgage recording taxes)) of the Loan Parties:

(i) As soon as possible, but in any event within sixty (60) days of the Closing Date, the Collateral Agent shall have received:

(A) a Mortgage encumbering each Mortgaged Property identified on Schedule 1.01(b) (each an "Initial Mortgaged Property") in favor of the Collateral Agent, for the benefit of the Secured Parties, duly executed and acknowledged by each Loan Party that is the owner of such Initial Mortgaged Property, and otherwise in form for recording or filing in the recording or filing office of each applicable governmental subdivision where each such Initial Mortgaged Property is situated, together with such certificates, affidavits, questionnaires or returns as shall be required in connection with the recording or filing thereof to create a lien under applicable Legal Requirements, and such financing statements and any other instruments necessary to grant a mortgage Lien under the laws of any applicable jurisdiction, all of which shall be in form and substance satisfactory to the Collateral Agent;

(B) with respect to each Initial Mortgaged Property, such consents, approvals, amendments, supplements, estoppels, tenant subordination agreements or other instruments as are necessary to consummate the Transactions or as shall reasonably be deemed necessary by the Collateral Agent in order for the owner or holder of the fee interest constituting such Initial Mortgaged Property to grant the Lien contemplated by the Mortgage with respect to such Initial Mortgaged Property;

(C) with respect to each Mortgage, a Title Policy insuring the Lien of such Mortgage as a valid first mortgage Lien on the Initial Mortgaged Property and fixtures described therein in the amount equal to not less than 120% of the Fair Market Value of such Initial Mortgaged Property and fixtures, which Fair Market Value as of the Closing Date is set forth on Annex A to this Schedule 5.18, which Title Policy shall (A) be issued by the Title Company, (B) to the extent necessary, include such reinsurance arrangements (with provisions for direct access, if necessary) as shall be acceptable to the Collateral Agent, (C) contain a "tie-in" or "cluster" endorsement, if available under applicable Legal Requirements (*i.e.*, policies which insure against losses regardless of location or allocated value of the insured Property up to a stated maximum coverage amount), (D) have been supplemented by such endorsements (or where such endorsements are not available, opinions of special counsel, architects or other professionals reasonably acceptable to the Collateral Agent) as shall be reasonably requested by the Collateral Agent (including but not limited to endorsements on matters relating to usury, first loss, last dollar, zoning (except with respect to Initial Mortgaged Property situated in the State of New Jersey), contiguity, doing business, public road access, survey, variable rate, environmental lien, subdivision, separate tax lot and so-called comprehensive coverage over covenants and restrictions), and (E) contain no exceptions to title other than exceptions reasonably acceptable to the Collateral Agent;

(D) with respect to each Initial Mortgaged Property, such affidavits, certificates, information (including financial data) and instruments of indemnification (including a so-called "gap" indemnification) as shall be required to induce the Title Company to issue the Title Policy/ies and endorsements contemplated above;

(E) evidence reasonably acceptable to the Collateral Agent of payment by Borrower of all Title Policy premiums, search and examination charges, escrow charges and related charges, mortgage recording taxes, fees, charges, costs and expenses required for the recording of the Mortgages and issuance of the Title Policies referred to above;

(F) with respect to each Real Property or Initial Mortgaged Property, copies of all Leases in which any Loan Party holds the lessor's interest or other agreements relating to possessory interests, if any. To the extent any of the foregoing affect any Initial Mortgaged Property, such agreement shall be subordinate to the Lien of the Mortgage to be recorded against such Initial Mortgaged Property, either expressly by its terms or pursuant to a subordination, non-disturbance and attornment agreement, and shall otherwise be reasonably acceptable to the Collateral Agent;

(G) with respect to each Initial Mortgaged Property, a completed Federal Emergency Management Agency (or any successor agency) Standard Flood Hazard Determination;

(H) with respect to each Real Property or Initial Mortgaged Property, each Loan Party shall have made all notifications, registrations and filings, to the extent required by, and in accordance with, all Governmental Real Property Disclosure Requirements applicable to such Real Property or Initial Mortgaged Property;

(I) a Survey with respect to each Initial Mortgaged Property;

(J) with respect to each Initial Mortgaged Property or Real Property in which the Collateral Agent intends to take a Mortgage, an environmental assessment prepared by any environmental consultant, and in form and substance, satisfactory to the Collateral Agent that does not disclose any Environmental Claims or the potential for Environmental Claims;

(K) with respect to each Initial Mortgaged Property situated in the State of New Jersey, a zoning compliance report supported by municipal documentation (including all applicable certificates of occupancy) which provides a reliable, independently confirmed statement regarding the compliance status of such property's existing use, setbacks, height, density and parking in a form reasonably acceptable to the Collateral Agent; and

(L) favorable written opinions of counsel for the Loan Parties (A) dated as of the Mortgages encumbering the Initial Mortgaged Property, (B) addressed to the Agents and the Lenders; (C) covering such matters relating to the Mortgages, the other Loan Documents and the Transactions as the Collateral Agent shall reasonably request; and (D) in form and substance reasonably acceptable to the Collateral Agent.

(d) Post Closing Landlord Access Agreements / Bailee Letters. Each of the Loan Parties shall use commercially reasonable efforts (which efforts shall not require any Loan Party to agree to any increased rent in respect of any lease or to make any other economic concession) to promptly deliver to the Collateral Agent a duly executed Landlord Access Agreement (substantially in the form of Exhibit F to the Agreement) or Bailee Letter, as applicable, or such other form as may reasonably be acceptable to the Collateral Agent, for each of the properties identified on Annex B to this Schedule 5.18.

(e) Intellectual Property. To the extent not delivered on the Closing Date, the Collateral Agent shall have received, each of the following, in form and substance satisfactory to the Collateral Agent within the time frame set forth below, in each case at the sole cost and expense (including, but not limited to, all related attorneys' fees, filings costs and applicable Taxes) of the Loan Parties:

(i) Within 45 days following the Closing Date:

(A) documentation, including filing receipts and confirmation of recordal from the Canadian Intellectual Property Office evidencing the release and recordal against each trademark registration subject to a security interest from Clement Pappas and Company, Inc. to First Union Bank recorded with the Canadian Intellectual Property Office on May 3, 2000;

(B) documentation evidencing that inconsistencies in the manner in which the owner/registrant of the trademarks listed on Schedule __ are indicated in the USPTO records (e.g., "Clement Pappas & Co., Inc.", "Clement Pappas Company, Inc.", etc.) have been corrected with the USPTO to ensure that all such trademarks are held in the correct legal name of the applicable owner.

(ii) within 90 days following the Closing Date, documentation evidencing that either (i) a new design has been created for the RUBY KIST lime juice label in accordance with an oral agreement between Clement Pappas and Company, Inc. and Dr. Pepper Snapple Group to create a new label by November 2011, or (ii) Clement Pappas and Company has elected not to pursue the product line represented by the RUBY KIST lime juice label.

Annex A to Schedule 5.18

Fair Market Value of Initial Mortgaged Property

Property Location	Fair Market Value
10 North Parsonage Road, Seabrook, NJ 08302.	$750,000
1045 Parsonage Road, Seabrook, NJ 08302.	$3,900,000
125 N. Egerton Road, Henderson, NC 28791 (aka 125 Industrial Park, Mountain Home, NC 28758).	$7,710,000
1019 Parsonage Road, Seabrook, NJ 08302.	$3,340,000
300 E. Huntsville St, Springdale, AR 72764.	$2,170,000
1755 E. Acacia St, Ontario, CA 91761.	$8,510,000
29 Pond St, Carver, MA 02330.	$675,000

Annex B to Schedule 5.18

Landlord Access Agreements and Bailee Letters

[Borrower to provide list; subject to approval of Collateral Agent]

Schedule 6.01(b)

Existing Indebtedness

As of 6/30/11:

A/P over 90 Days	**Balance**	
Arkansas Western Gas Company	(177.23)	
GLOBAL ORGANICS	115.53	
GRAHAM PACKAGING CO.	(9,252.03)	Paid in July
The Great A & P Tea Co.	17,861.07	Paid in July
GS1 CANADA	(33.00)	
LAD FOOD SERVICE SALES	(134.07)	
NATURAL BROKERS	(4.67)	
NEW FRONTIER MARKETING	(1.54)	
NORDSON CORPORATION	441.88	
LOTT MARKETING COMPANY	41.47	
STANLEY MARVEL	(531.00)	
SUNSHINE SPECIALTIES-SOUTH	(3.63)	
US FOODSERVICE	(72.37)	
Total	8,250.41	

Capital Leases

Canon Financial Services	85,544.47
Crown Credit Company	230,867.86
De Lage Landen Financial Services	273,881.22
First American Equipment Finance	160,907.17
IBM Credit LLC	122,644.73
Ryder Transportation Services	52,961.69
Tennant Financial Services	8,666.88
Toyota Financial Services	81,547.66
US BANK	10,612.32
Total	1,027,634.00

Miscellaneous

Ford Motor Credit	13,779.56

Schedule 6.02(c)

Existing Liens

None.

Schedule 6.04(b)

Existing Investments

The Executive Life Insurance Policies (provided that the right to receive any payment thereunder, including upon surrender thereof, has been assigned to the Sellers pursuant to the Acquisition Agreement).

EXHIBIT A-1

FORM OF
ASSIGNMENT AND ASSUMPTION

Reference is made to the Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent, and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

1. _________________ (the "**Assignor**") hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, from the Assignor, without recourse to the Assignor, effective as of the Effective Date set forth below (but not prior to the registration of the information contained herein in the Register pursuant to <u>Section 11.04(c)</u> of the Term Loan Agreement), the interests set forth below (the "**Assigned Interest**") in the Assignor's rights and obligations under the Term Loan Agreement and the other Loan Documents, including, without limitation, the Commitment and the Loans which are outstanding on the Effective Date. From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Term Loan Agreement and, to the extent of the interests assigned by this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim created by the Assignor and that its Commitments, and the outstanding balances of its Loans, without giving effect to assignments thereof which have not become effective, are as set forth in this Assignment and Assumption, (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iii) it is not an Affiliated Lender; and (b) except as set forth in <u>clause (a)</u> above, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Term Loan Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) represents and warrants that (i) it is legally authorized to enter into this Assignment and Assumption, (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and become a Lender under the Term Loan Agreement and (iii) it is not an Affiliated Lender; (b) confirms that it has received a copy of the Term Loan Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers and discretion under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Term Loan Agreement and will perform in accordance with its terms all the obligations which by the terms of the Term Loan Agreement are required to be performed by it as a Lender.

4. The effective date of this Assignment and Assumption shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). Following the execution of this Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Term Loan Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, in its sole discretion, be earlier than three Business Days after the date of such acceptance and recording by the Administrative Agent). This Assignment and Assumption will be delivered to the Administrative Agent together with (a) if the Assignee is a Non-U.S. Lender, the forms specified in Section 2.15(e) of the Term Loan Agreement, duly completed and executed by such Assignee; (b) if the Assignee is not already a Lender under the Term Loan Agreement, an Administrative Questionnaire, and (c) a processing and recordation fee of $3,500, if required under Section 11.04(b) of the Term Loan Agreement.

5. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) [to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date] [to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.]

6. From and after the Effective Date, (a) the Assignee shall be a party to the Term Loan Agreement and, to the extent provided in this Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement.

7. This Assignment and Assumption shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SCHEDULE 1

to

Assignment and Assumption

Effective Date of Assignment:____

Legal Name of Assignor:____

Legal Name of Assignee:____

Assignee's Address for Notices:____

____

Percentage Assigned of Applicable Loan/Commitment:

Loan/Commitment	Principal Amount Assigned	Percentage Assigned of applicable Loan/Commitment (set forth, to at least 15 decimals, as a percentage of the Loans and the aggregate Commitments of all Lenders thereunder)
Loan	$[______________]	[__________]%

[Signature Page Follows]

The terms set forth above are hereby agreed to:

____
as Assignor

By: ____
Name:
Title:

____
as Assignee

By: ____
Name:
Title:

Accepted:[*]

JEFFERIES FINANCE LLC,
as the Administrative Agent

By:______________________________
Name:
Title:

[*]To be completed to the extent the Administrative Agent's consent is required under Section 11.04(b) of the Term Loan Agreement.

EXHIBIT A-2

FORM OF
AFFILIATED LENDER ASSIGNMENT AND ASSUMPTION

Reference is made to the Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

1. _________________ (the "**Assignor**") hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, from the Assignor, without recourse to the Assignor, effective as of the Effective Date set forth below (but not prior to the registration of the information contained herein in the Register pursuant to Section 11.04(c) of the Term Loan Agreement), the interests set forth below (the "**Assigned Interest**") in the Assignor's rights and obligations under the Term Loan Agreement and the other Loan Documents, including, without limitation, the Commitment and the Loans which are outstanding on the Effective Date. From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the Term Loan Agreement and, to the extent of the interests assigned by this Affiliated Lender Assignment and Assumption, have the rights and obligations of a Lender thereunder and under the Loan Documents and (ii) the Assignor shall, to the extent of the interests assigned by this Affiliated Lender Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement. Notwithstanding anything to the contrary in this Affiliated Lender Assignment and Assumption and the Term Loan Agreement, no Affiliated Lender shall have any right to (A) attend (including by telephone) any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender to which representatives of the Loan Parties are not invited or (B) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and/or one or more Lenders, except to the extent such information or materials have been made available to Borrower or its representatives.

2. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim created by the Assignor and that its Commitments, and the outstanding balances of its Loans, without giving effect to assignments thereof which have not become effective, are as set forth in this Affiliated Lender Assignment and Assumption [,] [and] (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Affiliated Lender Assignment and Assumption and to consummate the transactions contemplated hereby [and (iii) it is an Affiliated Lender][1]; and (b) except as set forth in clause (a) above, the Assignor makes no representation or warranty and assumes no responsibility with

[1] Insert if Assignor is an Affiliated Lender

respect to any statements, warranties or representations made in or in connection with the Term Loan Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of any Loan Party or the performance or observance by any Loan Party of any of its obligations under the Term Loan Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) represents and warrants that (i) it is legally authorized to enter into this Affiliated Lender Assignment and Assumption [,] [and] (ii) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Affiliated Lender Assignment and Assumption and to consummate the transactions contemplated hereby and become a Lender [that is subject to the terms of the Term Loan Agreement applicable to an Affiliated Lender][2] under the Term Loan Agreement and [and (iii) it is an Affiliated Lender][3]; (b) confirms that it has received a copy of the Term Loan Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Affiliated Lender Assignment and Assumption; (c) agrees that it will, independently and without reliance upon the Assignor, the Agents or any Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Agents to take such action as agents on its behalf and to exercise such powers and discretion under the Term Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Agents by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Term Loan Agreement (including, without limitation, Section 11.04(j) thereof, if applicable to it) and will perform in accordance with its terms all the obligations which by the terms of the Term Loan Agreement are required to be performed by it as [a Lender][an Affiliated Lender].

4. [The Assignee represents and warrants that after giving effect to this Affiliated Lender Assignment and Acceptance, the aggregate principal amount of all Loans (including participating interests) held by Affiliated Lenders will not exceed 20% of the aggregate principal amount of all Loans and Commitments outstanding under the Term Loan Agreement.][4]

5. The effective date of this Affiliated Lender Assignment and Assumption shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). Following the execution of this Affiliated Lender Assignment and Assumption, it will be delivered to the Administrative Agent for acceptance by it and recording by the Administrative Agent pursuant to the Term Loan Agreement, effective as of the Effective Date (which shall not, unless otherwise agreed to by the Administrative Agent, in its sole discretion, be earlier than three Business Days after the date of such acceptance and recording by the Administrative Agent). This Affiliated Lender Assignment and Assumption will be delivered to the Administrative Agent together with (a) if the Assignee is a Non-U.S. Lender, the forms specified in Section 2.15(e) of the Term Loan Agreement, duly completed and executed by such Assignee; (b) if the Assignee is not already a Lender under the Term Loan Agreement, an Administrative Questionnaire, and (c) a processing and recordation fee of $3,500, if required under Section 11.04(b) of the Term Loan Agreement.

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[2] Insert if Assignee is an Affiliated Lender.

[3] Insert if Assignee is an Affiliated Lender.

[4] Insert if Assignee is an Affiliated Lender.

6. The Assignee hereby confirms, in accordance with Section 11.04(j) of the Term Loan Agreement, that it will comply with the requirements of such Section [and that each of the terms and the conditions set forth in Section 11.04(j) of the Term Loan Agreement has been satisfied with respect to this Affiliated Lender Assignment and Acceptance] [5].

7. Upon such acceptance and recording, from and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) [to the Assignor for amounts which have accrued to the Effective Date and to the Assignee for amounts which have accrued subsequent to the Effective Date] [to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date. The Assignor and the Assignee shall make all appropriate adjustments in payments by the Administrative Agent for periods prior to the Effective Date or with respect to the making of this assignment directly between themselves.]

8. From and after the Effective Date, (a) the Assignee shall be a party to the Term Loan Agreement and, to the extent provided in this Affiliated Lender Assignment and Assumption, have the rights and obligations of [a Lender] [6] [an Affiliated Lender] [7] thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Affiliated Lender Assignment and Assumption, relinquish its rights and be released from its obligations under the Term Loan Agreement.

9. This Affiliated Lender Assignment and Assumption shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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[5] Insert if Assignee is an Affiliated Lender.

[6] Insert if Assignor is an Affiliated Lender and Assignee is not an Affiliated Lender.

[7] Insert if Assignee is an Affiliated Lender.

SCHEDULE 1

to

Affiliated Lender Assignment and Assumption

Effective Date of Assignment:____

Legal Name of Assignor:____

Legal Name of Assignee:____

Assignee’s Address for Notices:____

____

Percentage Assigned of Applicable Loan/Commitment:

Loan/Commitment	Principal Amount Assigned	Percentage Assigned of applicable Loan/Commitment (set forth, to at least 15 decimals, as a percentage of the Loans and the aggregate Commitments of all Lenders thereunder)
Loan	$[______________]	[_________]%

[Signature Page Follows]

The terms set forth above are hereby agreed to:

____
as Assignor

By: ____
Name:
Title:

____
as Assignee

By: ____
Name:
Title:

Accepted:[*]

JEFFERIES FINANCE LLC,
as the Administrative Agent

By:______________________________
Name:
Title:

[*]To be completed to the extent the Administrative Agent's consent is required under Section 11.04(b) of the Term Loan Agreement.

EXHIBIT B

FORM OF
BORROWING REQUEST

Jefferies Finance LLC,
  as Administrative Agent for
  the Lenders referred to below
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – [Clement Pappas]
Facsimile: (212) 284-3444

Re: ***[Clement Pappas]*** [Date]

Ladies and Gentlemen:

Reference is made to the Term Loan Agreement, dated as of August [___], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

Luxlas Fund Limited Partnership, as the Borrower, hereby gives you notice pursuant to Section 2.03 of the Term Loan Agreement that it requests a Borrowing under the Term Loan Agreement, and that in connection therewith sets forth below the terms on which such Borrowing is requested to be made:

1. Principal amount of Borrowing:[1] ____
2. Date of Borrowing:
   (which is a Business Day): ____
3. Type of Borrowing: [ABR Borrowing] [Eurodollar Borrowing]
4. Interest Period and the last day thereof:[2] ____

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[1] See Section 2.02(a) of the Term Loan Agreement for minimum borrowing amounts.

5. Funds are requested to be disbursed to applicable Borrower's account with: ____

Account No.______________________________

Each Borrower hereby represents and warrants that the conditions to lending specified in Article IV of the Term Loan Agreement (or, in the case of a Borrowing under Section 2.17 of the Term Loan Agreement, Section 2.17(c)(B) thereof) are satisfied as of the date hereof.

[Signature Page Follows]

[2] To be inserted if a Eurodollar Borrowing, and to be subject to the definition of "Interest Period" in the Term Loan Agreement.

LUXLAS FUND LIMITED PARTNERSHIP,
as the Borrower

By:____________________________________
Name:
Title:

EXHIBIT C

FORM OF
COMPLIANCE CERTIFICATE

This Compliance Certificate is delivered to you pursuant to Section 5.01(d) of the Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (including, without limitation, Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**")), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

1. I am the duly elected, qualified and acting [*specify type of Financial Officer*] of [the Borrower] [Clement Pappas].

2. I have reviewed and am familiar with the contents of this Certificate.

3. I have reviewed the terms of the Term Loan Agreement and the other Loan Documents and have made, or caused to be made under my supervision, a review in reasonable detail of the transactions and condition of Clement Pappas and its Subsidiaries and each of LuxCo, Canadian GP and Borrower during the accounting period covered by the financial statement attached hereto. Attached hereto as Attachment 1 is the financial statement for the fiscal [quarter] [year] ended [_____________] (the "**Financial Statements**"). I have no knowledge of the existence, as of the date of this Certificate, of any condition or event which constitutes a Default or Event of Default [, except as set forth below].

[4. Attached hereto as Attachment 2 are the computations showing compliance with the covenants set forth in Section 6.10 of the Term Loan Agreement.][1]

[5. Attached hereto as Attachment 3 are the calculations in respect of Excess Cash Flow for the most recently ended Excess Cash Flow Period.][2]

[6. Attached hereto as Attachment 4 is an opinion of [INSERT ACCOUNTANT'S NAME]][3]

[Signature Page Follows]

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[1] To be inserted only in connection with the delivery of annual reports pursuant to Section 5.01(a) or Section 5.01(b) of the Term Loan Agreement as required by 5.01(d).

[2] To be inserted only in connection with the delivery of annual reports pursuant to Section 5.01(a) of the Term Loan Agreement as required by 5.01(d).

[3] To be inserted only in connection with the delivery of annual reports pursuant to Section 5.01(a) of the Term Loan Agreement as required by 5.01(d).

IN WITNESS WHEREOF, I execute this Compliance Certificate this ____ day of ____________, 20___.

[LUXLAS FUND LIMITED PARTNERSHIP / CLEMENT PAPPAS AND COMPANY, INC]

By:___________________________________
Name:
Title: [Financial Officer]

ATTACHMENT 1

Financial Statements

The information described herein is as of [__________________], and pertains to the fiscal [quarter] [year] ended [____________].

ATTACHMENT 2

[*Set forth calculation of financial covenants*]

ATTACHMENT 3

[*Set forth calculation of Excess Cash Flow for the most recently ended Excess Cash Flow Period*]

ATTACHMENT 4

[*Accountant's Opinion*]

EXHIBIT D

FORM OF
INTERCOMPANY SUBORDINATED NOTE

INTERCOMPANY SUBORDINATED DEMAND PROMISSORY NOTE

Note Number: 1 Dated: _____________, 20__

FOR VALUE RECEIVED, each Guarantor (as defined in the Intercreditor Agreement) and each of its Subsidiaries (collectively, the "**Group Members**" and each, a "**Group Member**") which is a party to this intercompany subordinated demand promissory note (this " **Promissory Note**") as a Payor (as defined below) promises to pay to the order of such other Group Member that makes loans to such Group Member (each Group Member which borrows money pursuant to this Promissory Note is referred to herein as a "**Payor**" and each Group Member which makes loans and advances pursuant to this Promissory Note is referred to herein as a "**Payee**"), on demand, in lawful money of the United States of America, in immediately available funds and at the appropriate office of the Payee, the aggregate unpaid principal amount of all loans and advances heretofore and hereafter made by such Payee to such Payor and any other indebtedness now or hereafter owing by such Payor to such Payee as shown either on Schedule A attached hereto (and any continuation thereof) or in the books and records of such Payee. The failure to show any such indebtedness or any error in showing such Indebtedness shall not affect the obligations of any Payor hereunder. Unless otherwise defined herein, capitalized terms used and not defined herein shall have the meanings given to them in that certain Term Loan Agreement, dated as of August [___], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity and including its successors and assigns, the "**Administrative Agent**") and as collateral agent for the Secured Parties in such capacity and including its successors and assigns, the "**Term Loan Agent**"), Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders; *provided* that to the extent that any such capitalized term is not defined herein but is defined in the Intercreditor Agreement, the definition given in the Intercreditor Agreement shall apply.

The unpaid principal amount hereof from time to time outstanding shall bear interest at a rate equal to the rate as may be agreed upon in writing from time to time by the relevant Payor and Payee. Each Payor and any endorser of this Promissory Note hereby waives presentment, demand, protest and notice of any kind. No failure to exercise, and no delay in exercising, any rights hereunder on the part of the holder hereof shall operate as a waiver of such rights.

This Promissory Note has been pledged by each Payee that is a Guarantor (a) to the Collateral Agent, for the benefit of the Secured Parties as security for such Payee's Term Loan Obligations, (b) to the LuxCo Loan Agent, for the benefit of the LuxCo Loan Secured Parties as security for such Payee's LuxCo Loan Obligations, and (c) to the Revolving Credit Secured Parties, for the benefit of the LuxCo Loan Secured Parties as security for such Payee's Revolving Credit Obligations, in each case, subject to the terms of the Intercreditor Agreement. Each Payor acknowledges and agrees that, upon the occurrence and during the continuation of an “Event of Default” (however defined) under the Term Loan Agreement, the LuxCo Loan Agreement or the Revolving Credit Agreement, the Collateral Agent, the LuxCo Loan Agent, the Revolving Credit Agreement and the other Secured Parties may, to the extent not prohibited by the Intercreditor Agreement and the terms of any such Indebtedness, exercise all the rights of the Payees that are Guarantors under this Promissory Note and will not be subject to any abatement, reduction, recoupment, defense, setoff or counterclaim available to such Payor.

Each Payee agrees that any and all claims of such Payee against any Payor that is a Guarantor or any endorser of the obligations of any Payor that is a Guarantor under this Promissory Note, or against any of their respective properties, shall be subordinate and subject in right of payment to the Term Loan Obligations until the later of the Discharge of Shared Collateral Obligations and the Discharge of Revolving Credit Obligations; *provided*, that each Payor may make payments to the applicable Payee so long as no “Default” or “Event of Default” (however defined) under the Term Loan Agreement, the LuxCo Loan Agreement or the Revolving Credit Agreement shall have occurred and be continuing. Notwithstanding any right of any Payee to ask, demand, sue for, take or receive any payment from any Payor, all rights, Liens and security interests of such Payee, whether now or hereafter arising and howsoever existing, in any assets of any Payor (whether constituting part of the security interests or collateral given to any of the Agents or any Secured Party to secure payment of the Term Loan Obligations, the LuxCo Loan Obligations, the Revolving Credit Obligations or otherwise) shall be and hereby are subordinated to the rights of such Agents or any Secured Party in such assets. Except as expressly permitted by the Term Loan Agreement, the Payees shall have no right of possession of any such asset or to foreclose upon, or exercise any other remedy in respect of, any such asset, whether by judicial action or otherwise, unless and until the later of the Discharge of Shared Collateral Obligations and the Discharge of Revolving Credit Obligations.

This Promissory Note shall be binding upon each Payor and its successors and assigns, and the terms and provisions of this Promissory Note shall inure to the benefit of each Payee and their respective successors and assigns, including subsequent holders hereof. Notwithstanding anything to the contrary contained herein, in any other Document or in any other promissory note or other instrument, this Promissory Note (i) replaces and supersedes any and all promissory notes or other instruments which create or evidence any loans or advances made on or before the date hereof by any Payee to any other Group Member, and (ii) shall not be deemed replaced, superseded or in any way modified by any promissory note or other instrument entered into on or after the date hereof which purports to create or evidence any loan or advance by any Payee to any other Group Member without the prior written consent of the Shared Collateral Agent and the Revolving Credit Agent.

THIS PROMISSORY NOTE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS PROMISSORY NOTE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

The terms and provisions of this Promissory Note are severable, and if any term or provision shall be determined to be superseded, illegal, invalid or otherwise unenforceable in whole or in part pursuant to applicable Legal Requirements by a Governmental Authority having jurisdiction, such determination shall not in any manner impair or otherwise affect the validity, legality or enforceability of that term or provision in any other jurisdiction or any of the remaining terms and provisions of this Promissory Note in any jurisdiction.

From time to time after the date hereof, additional Subsidiaries of one or more Guarantors may become parties hereto (as Payor and/or Payee, as the case may be) by executing a counterpart signature page to this Promissory Note (each additional Subsidiary, an "**Additional Party**"). Upon delivery of such counterpart signature page to the Payees, notice of which is hereby waived by the other Payors, each Additional Party shall be a Payor and/or a Payee, as the case may be, and shall be as fully a party hereto as if such Additional Party were an original signatory hereof. Each Payor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Payor or Payee hereunder. This Promissory Note shall be fully effective as to any Payor or Payee that is or becomes a party hereto regardless of whether any other person becomes or fails to become or ceases to be a Payor or Payee hereunder.

This Promissory Note may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Promissory Note by telecopy or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Promissory Note.

[Signature Page Follows]

IN WITNESS WHEREOF, each Payor and Payee has caused this Intercompany Subordinated Demand Promissory Note to be executed and delivered by its proper and duly authorized officer as of the date set forth above.

[**PAYORS/PAYEES**], as a Payor and Payee

By:____________________________________
Name:
Title:

SCHEDULE A

TRANSACTIONS
ON
INTERCOMPANY SUBORDINATED DEMAND PROMISSORY NOTE

Date	Name of Payor	Name of Payee	Amount of Advance This Date	Amount of Principal Paid This Date	Outstanding Principal Balance from Payor to Payee This Date	Notation Made By

ENDORSEMENT

FOR VALUE RECEIVED, each of the undersigned does hereby sell, assign and transfer to ____ all of its right, title and interest in and to the Intercompany Subordinated Demand Promissory Note, dated August [__] , 2011 (as amended, supplemented, replaced or otherwise modified from time to time, the "**Promissory Note**"), made by each Guarantor (as defined in the Promissory Note) and each of its Subsidiaries or any other person that becomes a party thereto, and payable to the undersigned. This endorsement is intended to be attached to the Promissory Note and, when so attached, shall constitute an endorsement thereof.

The initial undersigned shall be the Group Members (as defined in the Promissory Note) that are Guarantors on the date of the Promissory Note. From time to time after the date thereof, additional Subsidiaries of the Group Members shall become parties to the Promissory Note (each, an "**Additional Payee**") and, if such Subsidiaries are or will become Guarantors, a signatory to this endorsement by executing a counterpart signature page to the Promissory Note and to this endorsement. Upon delivery of such counterpart signature page to the Payors, notice of which is hereby waived by the other Payees, each Additional Payee shall be a Payee and shall be as fully a Payee under the Promissory Note and a signatory to this endorsement as if such Additional Payee were an original Payee under the Promissory Note and an original signatory hereof. Each Payee expressly agrees that its obligations arising under the Promissory Note and hereunder shall not be affected or diminished by the addition or release of any other Payee under the Promissory Note or hereunder. This endorsement shall be fully effective as to any Payee that is or becomes a signatory hereto regardless of whether any other person becomes or fails to become or ceases to be a Payee under the Promissory Note or hereunder.

Dated: ________________

[**PAYEES**]

By:_____________________________________
Name:
Title:

EXHIBIT E

FORM OF
INTEREST ELECTION REQUEST

[Date]

Jefferies Finance LLC,
as Administrative Agent for
the Lenders Referred to below
520 Madison Avenue
19th Floor
New York, New York 10022
Attention: Account Officer – Clement Pappas
Telecopy: (212) 284-3444

Re: ***[Clement Pappas]***

Ladies and Gentlemen:

Pursuant to Section 2.08 of that certain Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec as the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (such term and each other term used but not defined herein having the meaning given to each such term in the Term Loan Agreement), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders, Luxlas Fund Limited Partnership, as the Borrower, hereby gives the Administrative Agent notice that the Borrower hereby requests:

[***Option A - Conversion of Eurodollar Borrowings to ABR Borrowings:*** to convert $___________ in principal amount of presently outstanding Eurodollar Borrowings with a final Interest Payment Date of ____________ ____, _____ to ABR Borrowings on __________ ____, ____ (which is a Business Day).]

[***Option B - Conversion of ABR Borrowings to Eurodollar Borrowings:*** to convert $__________ in principal amount of presently outstanding ABR Borrowings to Eurodollar Borrowings on ____________ ____, _____ (which is a Business Day). The Interest Period for such Eurodollar Borrowings is ______ month[s].]

[***Option C - Continuation of Eurodollar Borrowings as Eurodollar Borrowings:*** to continue as Eurodollar Borrowings $__________ in presently outstanding Eurodollar Borrowings with a final Interest Payment Date of ____________ ____, _____ (which is a Business Day). The Interest Period for such Eurodollar Borrowings is ______ month[s].]

[*Signature page follows*]

Very truly yours,

LUXLAS FUND LIMITED PARTNERSHIP

By:_________________________________

Name:
Title:

EXHIBIT F

FORM OF
LANDLORD ACCESS AGREEMENT

THIS LANDLORD ACCESS AGREEMENT (this "**Agreement**") is made and entered into as of [____________], 2011, by and among [_________________________] (the "**Landlord**"), Jefferies Finance LLC, as the Term Loan Agent for the benefit of the secured parties party to the Term Loan Agreement (as such terms are hereinafter defined), Jefferies Finance LLC, as the LuxCo Loan Agent for the benefit of the secured parties party to the LuxCo Loan Agreement (as such terms are hereinafter defined), and BMO Harris Bank N.A., as the Revolving Loan Agent for the benefit of the lenders party to the Revolving Loan Agreement (as such terms are hereinafter defined).

R E C I T A L S :

1. The Landlord is the record title holder and fee owner of the real property described in Schedule A attached hereto (the "**Real Property**").

2. The Landlord has leased all or a portion of the Real Property (the "**Leased Premises**") to [___________________________] (the "**Tenant**") pursuant to a certain lease agreement or agreements described in Schedule B attached hereto (collectively, and as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lease**").

3. Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Term Loan Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg ("**LuxCo**"), 7925271 Canada inc., a corporation organized under the laws of Canada, the guarantors party thereto, the lenders party thereto, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the lenders party thereto and as collateral agent for the secured parties party thereto (in such capacity, the "**Term Loan Agent**") and as documentation agent for the lenders party thereto, and Bank of Montreal, as syndication agent, have entered into that certain Term Loan Agreement, dated as of August [__], 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), pursuant to which the lenders party thereto have agreed to make certain loans to the Term Loan Borrower (collectively, the "**Term Loans**").

4. Pomona Merger Corp., a New Jersey corporation (from and after its merger with and into Clement Pappas and Company, Inc., a New Jersey corporation, the "**LuxCo Loan Borrower**"), LuxCo, the guarantors party thereto and Jefferies Finance LLC, as collateral agent for the secured parties party thereto (in such capacity, the "**LuxCo Loan Agent**"), have entered into that certain LuxCo Loan Agreement, dated as of August [__], 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), pursuant to which LuxCo has agreed to make certain loans to the LuxCo Loan Borrower (collectively, the "**LuxCo Loans**").

5. Pomona Merger Corp., a New Jersey corporation (from and after its merger with and into Clement Pappas and Company, Inc., a New Jersey corporation, the "**Revolving Loan Borrower**"), the guarantors party thereto, the lenders party thereto, and BMO Harris Bank N.A., as administrative agent for the lenders party thereto (in such capacity, the "**Revolving Loan Agent**"), have entered into that certain Credit Agreement, dated as of August [__], 2011, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Revolving Loan Agreement**"), pursuant to

which the lenders party thereto have agreed to make certain loans and other credit extensions to the Revolving Loan Borrower (collectively, the "**Revolving Credit Extensions**").

6. The Tenant (a) is an affiliate of the Term Loan Borrower, (b) is a subsidiary of each of the LuxCo Loan Borrower and the Revolving Loan Borrower and (c) has (i) pursuant to the Term Loan Agreement, guaranteed the obligations of the Term Loan Borrower under the Term Loan Agreement and the other Loan Documents (as defined in the Term Loan Agreement; herein, the "**Term Loan Documents**"), (ii) pursuant to the LuxCo Loan Agreement, guaranteed the obligations of the LuxCo Loan Borrower under the LuxCo Loan Agreement and the other Loan Documents (as defined in the LuxCo Loan Agreement; herein, the "**LuxCo Loan Documents**"), and (iii) pursuant to the Revolving Loan Agreement, guaranteed the obligations of the Revolving Loan Borrower under the Revolving Loan Agreement and the other Loan Documents (as defined in the Revolving Loan Agreement; herein, the "**Revolving Loan Documents**").[1]

7. The Term Loan Borrower, the LuxCo Loan Borrower and the Revolving Loan Borrower shall each be referred to herein as a "**Borrower**" and collectively as the "**Borrowers**". The Term Loan Agent, the LuxCo Loan Agent and the Revolving Loan Agent shall each be referred to herein as an "**Agent**" and collectively as the "**Agents**". The secured parties party to the Term Loan Agreement, the secured parties party to the LuxCo Loan Agreement and the lenders party to the Revolving Loan Agreement shall be referred to herein individually and collectively, as applicable, as the "**Beneficiaries**". The Term Loan Agreement, the LuxCo Loan Agreement and the Revolving Loan Agreement shall each be referred to herein as a "**Loan Agreement**" and collectively as the "**Loan Agreements**". The Term Loan Documents, the LuxCo Loan Documents and the Revolving Loan Documents shall be referred to herein individually and collectively, as applicable, as the "**Loan Documents**". The Term Loans, the LuxCo Loans and the Revolving Credit Extensions shall be referred to herein individually and collectively, as applicable, as the "**Loans**".

8. As security for the payment and performance of the Tenant's obligations under the Loan Agreements and the Loan Documents, the Agents have or will acquire security interests in and liens upon, among other things, all of the Tenant's personal property, inventory, accounts, goods, machinery, equipment, furniture and fixtures (together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, collectively, the "**Personal Property**") for the benefit of the Beneficiaries.

9. The Agents have entered into that certain Intercreditor Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified and in effect from time to time, the "**Intercreditor Agreement**"), pursuant to which the Agents have set forth their agreement as to certain of their respective rights and obligations with respect to, among other things, the Personal Property and their understanding relative to their respective positions in such Personal Property.

10. The Agents have requested that the Landlord execute this Agreement as a condition precedent to the making of the Loans under the Loan Agreements.

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[1] [N.B., the tenant under the Carneys Point, NJ lease is not a subsidiary or affiliate but rather the LuxCo Loan Borrower / Revolving Loan Borrower (Clement Pappas and Company, Inc.).]

<u>AGREEMENT</u>:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord hereby represents, warrants and agrees in favor of the Agents, as follows:

1. The Landlord certifies that (i) the Landlord is the landlord under the Lease described in <u>Schedule B</u> attached hereto, (ii) the Lease is in full force and effect and has not been amended, modified or supplemented except as set forth in <u>Schedule B</u> hereto and (iii) to Landlord's knowledge, the Lease is not in default, nor are there in existence any facts which with notice or passage of time or both would constitute a default or a breach of the terms or conditions of the Lease.

2. The Landlord agrees that (i) it will provide the Agents (via overnight mail at the Tenant's cost and expense) with written notice of any default by the Tenant under the Lease (a "**Default Notice**") at the same time as it sends such notice to the Tenant, (ii) the Lease shall not terminate until the Agents have had at least 30 days following receipt of such Default Notice for any Agent to cure such default, and (iii) the Agents shall not be under any obligation to cure any default by the Tenant under the Lease. No action by any Agent pursuant to this Agreement shall be deemed to be an assumption by such Agent of any obligation under the Lease, and, except as provided in <u>Sections 3</u>, <u>5</u> and <u>6</u> below, no Agent shall have any obligation to the Landlord.

3. The Landlord agrees that the Personal Property is and will remain personal property and not fixtures even though it may be affixed to or placed on the Leased Premises. The Landlord further agrees that each Agent has the right to remove the Personal Property from the Leased Premises at any time in accordance with the terms of the applicable Loan Documents and the Intercreditor Agreement; *provided* that such Agent shall repair any damage (ordinary wear and tear excluded) arising from such removal at the Tenant's expense. The Landlord further agrees that it will not hinder any Agent's actions in removing the Personal Property from the Leased Premises or such Agent's actions in otherwise enforcing its security interest in the Personal Property. No Agent shall be liable for any diminution in value of the Leased Premises caused by the absence of Personal Property actually removed or by the need to replace the Personal Property after such removal. The Landlord acknowledges that the Agents shall have no obligation to remove the Personal Property from the Leased Premises.

4. The Landlord acknowledges and agrees that the Tenant's granting of security interests in the Personal Property in favor of the Agents (for the benefit of the applicable Beneficiaries) shall not constitute a default under the Lease nor permit the Landlord to terminate the Lease or re-enter or repossess the Leased Premises or otherwise be the basis for the exercise of any remedy by the Landlord, and the Landlord hereby expressly consents to the granting of such security interests and agrees that such security interests shall be superior to any lien of the Landlord (statutory or otherwise) in the Personal Property.

5. Upon a termination of the Lease, the Landlord will permit the Agents and their representatives and invitees to occupy and remain on the Leased Premises; *provided* that (a) such period of occupation (the "**Disposition Period**") shall not exceed 180 days following receipt by the Agents of a Default Notice or, if the Lease has expired by its own terms (absent a default thereunder), up to 60 days following the Agents' receipt of written notice of such expiration, (b) for the actual period of occupancy by one or more Agents, each such Agent will be jointly and severally liable to pay to the Landlord (on behalf of itself and the other such Agents) the basic rent due under the Lease pro rated on a per diem basis determined on a 30-day month, and each Agent occupying the Leased Premises shall provide and retain liability and property insurance coverage, and each such Agent will be jointly and severally liable to cause to be provided to the Leased Premises (on behalf of itself and the other such Agents) electricity and

heat to the extent required by the Lease and (c) such amounts paid by any Agent to the Landlord shall exclude any rent adjustments, indemnity payments or similar amounts for which the Tenant remains liable under the Lease for default, holdover status or other similar charges. If any injunction or stay is issued that prohibits the Agents from removing the Personal Property, the commencement of the Disposition Period will be deferred until such injunction or stay is lifted or removed.

6. During any Disposition Period, (a) each Agent and its representatives and invitees may inspect, repossess, remove and otherwise deal with the Personal Property, and each Agent may advertise and conduct public auctions or private sales of the Personal Property at the Leased Premises, in each case without interference by the Landlord or liability of such Agent, the applicable Beneficiaries or the lenders under the applicable Loan Agreement to the Landlord and (b) the Agents occupying the Leased Premises shall make the Leased Premises available for inspection by the Landlord and prospective tenants and shall cooperate in the Landlord's reasonable efforts to re-lease the Leased Premises. If any Agent conducts a public auction or private sale of the Personal Property at the Leased Premises, such Agent shall use reasonable efforts to notify the Landlord first and to hold such auction or sale in a manner which would not unduly disrupt the Landlord's or any other tenant's use of the Leased Premises.

7. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Landlord (including, without limitation, any successor owner of the Real Property) and the Agents. Landlord will disclose the terms and conditions of this Agreement to any purchaser or successor to Landlord's interest in the Leased Premises.

8. All notices to any party hereto shall be in writing and sent to such party at its respective address (or at such other address as shall be designated by such party in a written notice to the other parties complying as to delivery with the terms of this Section 8) by certified mail, postage prepaid, return receipt requested or by overnight delivery service, as follows:

If to Landlord:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

If to Term Loan Agent or to LuxCo Loan Agent:

Jefferies Finance LLC
520 Madison Avenue
New York, New York 10022
Attention: Account Manager – Clement Pappas
Telephone: (212) 708-2346
Facsimile: (212) 284-3444

with a copy to:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

If to Revolving Loan Agent:

BMO Harris Bank N.A.
111 West Monroe Street
Chicago, Illinois 60603
Attention: Asset Based Lending
Telephone: (312) 461-2116
Facsimile: (312) 765-1641

with a copy to:

[_]
[_]
Attention: [_]
Telephone: [_]
Facsimile: [_]

9. Prior to exercising any of its rights hereunder with respect to the Real Property or the Personal Property, each Agent shall provide prior, written notice of such proposed exercise to the other Agents in accordance with Section 8 above.

10. The provisions of this Agreement shall continue in effect until the Landlord shall have received a written certification from each Agent that the applicable Loans have been paid in full and all of the applicable Borrower's other obligations under the applicable Loan Agreement and each of the other applicable Loan Documents have been satisfied (exclusive of indemnification obligations which survive the termination of the applicable Loan Documents).

11. Notwithstanding anything herein to the contrary, each Agent acknowledges and agrees that the exercise of its rights and remedies pursuant to this Agreement is subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

12. THE INTERPRETATION, VALIDITY AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD APPLY THE LAWS OF ANOTHER JURISDICTION.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute a single agreement.

14. The Landlord agrees to execute, acknowledge and deliver such further instruments as any Agent may request to allow for the proper recording of this Agreement (including, without limitation, a revised landlord access agreement in form and substance sufficient for recording) or to otherwise accomplish the purposes of this Agreement.

IN WITNESS WHEREOF, the Landlord and the Agents have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

[________________________________], as Landlord

By: ____________________________________
Name:
Title:

JEFFERIES FINANCE LLC, as Term Loan Agent

By: ____________________________________
Name:
Title:

JEFFERIES FINANCE LLC, as LuxCo Loan Agent

By: ____________________________________
Name:
Title:

BMO HARRIS BANK N.A., as Revolving Loan Agent

By: ____________________________________
Name:
Title:

Schedule A

Description of Real Property

Schedule B

Description of Lease

Landlord	Tenant	Dated	Modification	Location/ Property Address

EXHIBIT G

FORM OF
SUBORDINATION AGREEMENT

(to be attached)

EXHIBIT H-1

FORM OF
CONVERTIBLE LOAN AGREEMENT

(to be attached)

EXHIBIT H-2

FORM OF
LUXCO LOAN AGREEMENT

(to be attached)

EXHIBIT I

FORM OF
NOTE

$[____________] New York, New York
[____________]

FOR VALUE RECEIVED, the undersigned, Luxlas Fund Limited Partnership a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), hereby promises to pay to [_________________] or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the Term Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of [____________] DOLLARS or, if less, the aggregate unpaid principal amount of all Loans of the Lender outstanding under the Term Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the Term Loan Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time at the rates, and on the dates, specified in Section 2.06 of the Term Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the Term Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date, Type and amount of each Loan of the Lender outstanding under the Term Loan Agreement, the date and amount of each payment or prepayment of principal hereof, and the date of each interest rate conversion or continuation pursuant to Section 2.08 of the Term Loan Agreement and the principal amount subject thereto; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the Term Loan Agreement.

This Note is one of the Notes referred to in the Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in Term Loan Agreement), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

This Note is secured and guaranteed as provided in the Term Loan Agreement, the Intercreditor Agreement and the Security Documents. Reference is hereby made to the Term Loan Agreement, the Intercreditor Agreement and the Security Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and guarantees, the terms and conditions upon which the security interest and each guarantee was granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the Term Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE TERM LOAN AGREEMENT. TRANSFERS OF THIS NOTE MUST BE RECORDED IN THE REGISTER MAINTAINED BY THE ADMINISTRATIVE AGENT PURSUANT TO THE TERMS OF THE TERM LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

LUXLAS FUND LIMITED PARTNERSHIP

By:____________________________________
Name:
Title:

EXHIBIT J-1

FORM OF
PERFECTION CERTIFICATE

(see attached)

PERFECTION CERTIFICATE

AUGUST [__], 2011

Reference is hereby made to (i) that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Pomona Merger Corp., a New Jersey corporation ("**MergerSub**") that as of the date hereof will be merged with and into Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**") with Clement Pappas and MergerSub collectively the Borrower (as defined in the Security Agreement), Pomona Holdings, Inc., a Delaware corporation ("**Holdings**"), and the Pledgors (as defined in the Security Agreement) from time to time party thereto, and (ii) that certain LuxCo Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among MergerSub, Clement Pappas (together with MergerSub, the"**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("**LuxCo**"), as lender, the guarantors party thereto, and Jefferies Finance LLC as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"). Unless otherwise defined herein, terms defined in the LuxCo Loan Agreement and used herein shall have the meanings given to them in the LuxCo Loan Agreement.

As used herein, the term "**Company**" means Pledgor as defined in the LuxCo Loan Agreement and the term "**Companies**" means Pledgors as defined in the LuxCo Loan Agreement.

The undersigned hereby certify to the Collateral and each of the Secured Parties as follows:

1. Names. (a) The exact legal name of each Company, as such name appears in its respective certificate or deed of incorporation, certificate or articles of formation or any other Organizational Document, is set forth in **Schedule 1(a)** hereto. Each Company is (i) the type of entity disclosed next to its name in **Schedule 1(a)** hereto and (ii) a registered organization except to the extent disclosed in **Schedule 1(a)** hereto. Also set forth in **Schedule 1(a)** hereto is the organizational identification number, if any, of each Company that is a registered organization, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company.

(b) **Schedule 1(b)** hereto sets forth any other corporate or organizational names each Company has had in the past five years (or at any time in the case of the Pledgors under the Security Agreement), together with the date of any relevant change.

(c) **Schedule 1(c)** hereto sets forth a list of all other names (including trade names or similar appellations) used by each Company, or any other business or organization to which any Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof. **Schedule 1(c)** hereto also sets forth the information required by **Section 1** hereto for any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof. Except as set forth in **Schedule 1(c)** hereto, no Company has changed its jurisdiction of organization at any time during the past four months.

2. Current Locations. (a) The chief executive office of each Company and registered office is located at the address set forth in **Schedule 2(a)** hereto.

(b) **Schedule 2(b)** hereto sets forth all locations where each Company maintains any books or records relating to any Collateral.

(c) **Schedule 2(c)** hereto sets forth all the other places of business of each Company.

(d) **Schedule 2(d)** hereto sets forth all locations where each Company maintains any of the Collateral consisting of inventory or equipment (whether or not in the possession of any Company).

(e) **Schedule 2(e)** hereto sets forth the locations of all persons or entities other than each Company which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment.

3. Extraordinary Transactions. Except for those purchases, acquisitions and other transactions described on **Schedule 3** hereto, within the past five years from the date hereof, all of the Collateral has been originated by each Company in the ordinary course of business or consists of goods which have been acquired by such Company in the ordinary course of business from a person in the business of selling goods of that kind.

4. File Search Reports. Attached as **Schedule 4** hereto are true and accurate copies of the file search reports from (i) the Uniform Commercial Code filing offices (x) in each jurisdiction identified on **Schedule 1(a)** with respect to each legal name set forth on **Schedule 1(a)** and **Schedule 1(b)**, (y) in each jurisdiction described in **Schedule 1(c)** hereto relating to any of the transactions described in **Schedule 1(c)** hereto, and (z) in each jurisdiction applicable to the entities named in the transactions set forth on **Schedule 3** hereto and (ii) each real estate recording office/officer or land register identified on **Schedule 7** hereto with respect to real estate (immovables) on which Collateral consisting of fixture is or is to be located. The attached file search reports include true and accurate copies of each financing statement, including judgment and tax liens, bankruptcy and pending lawsuits or other filing identified in the file search reports provided with respect to each Company has been delivered to the Administrative Agent.

5. UCC. The financing statements (duly authorized by each Company constituting the debtor therein), including the indications of the collateral (including the collateral contemplated by **Schedule 3** hereto), attached as **Schedule 5** hereto relating to the Security Agreement or the applicable Mortgage(s), are in the appropriate forms for filing in the filing offices in the jurisdictions identified in **Schedule 6** hereto.

6. Schedule of Filings. **Schedule 6** hereto sets forth (i) the appropriate filing offices or registers for the financing statements or registration forms attached hereto as **Schedule 5** and (ii) the appropriate filing offices or registers for the filings or registrations described in **Schedule 13(d)** hereto and (iii) any other actions required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents. No other filings, registrations or actions are required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents.

7. Real Property. **Schedule 7** hereto sets forth all real property (or immovables) owned, leased or licensed by each Company.

8. Termination Statements. Attached hereto as **Schedule 8(a)** are the duly authorized termination statements in the appropriate form for filing in each applicable jurisdiction identified in **Schedule 8(b)** hereto with respect to each Lien described therein.

9. No Change. The undersigned knows of no anticipated change in any of the circumstances or with respect to any of the matters contemplated in **Sections 1** through **8** and **Sections 10** through **17** of this Perfection Certificate except as set forth on **Schedule 9** hereto.

10. Stock Ownership and Other Equity Interests. **Schedule 10** hereto sets forth (i) all the issued and outstanding stock, partnership interests, limited liability company membership interests or other Equity Interests of each Company (other than Holdings) and the record and beneficial owners of such stock, partnership interests, membership interests or other Equity Interests, and (ii) each equity investment of each Company that represents 50% or less of the equity of the entity in which such investment was made except to the extent such equity investment is held in a Securities Account set forth on **Schedule 15** hereto.

11. Instruments and Tangible Chattel Paper. **Schedule 11** hereto sets forth (i) all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other evidence of in excess of $100,000 individually or in the aggregate held by each Company as of the date hereof, including all intercompany notes executed on or before the Closing Date in excess of $100,000 individually or in the aggregate between or among any two or more Companies and (ii) in each case, the outstanding principal amount thereof.

12. Advances. **Schedule 12** hereto sets forth (i) all advances made by any Company to any other Company as of the date hereof (other than those identified on **Schedule 11**), which advances on and after the date hereof are not evidenced by the Intercompany Note pledged to the Collateral Agent under the Security Agreement, and (ii) all unpaid intercompany transfers of goods sold and delivered by or to any Company as of the date hereof.

13. Intellectual Property. (a) Patents. **Schedule 13(a)** hereto sets forth all of each Company's Patents issued from, and patent applications pending in, the United States Patent and Trademark Office ("**USPTO**") or the Canadian Intellectual Property Office ("**CIPO**"), as applicable; patent licenses recorded in the USPTO or CIPO, as applicable; and including, with respect to each of the foregoing Patents and patent applications, the name of the owner and the number of each such Patent or patent application. For purposes of this **Section 13(a)**, the term "Patent" shall have the meaning ascribed thereto in the Security Agreement.

(b) Trademarks. **Schedule 13(b)** hereto sets forth all of each Company's Trademarks registered with, and trademark applications pending in, the USPTO or CIPO; trademark licenses recorded in the USPTO or CIPO , as applicable; all unregistered Trademarks; and including, with respect to each of the foregoing registered Trademarks and trademark applications, the name of the owner and the number of each such registered Trademark or trademark application. For purposes of this **Section 13(b)**, the term "Trademark" shall have the meaning ascribed thereto in the Security Agreement.

(c) Copyrights. **Schedule 13(c)** hereto sets forth all of each Company's Copyrights registered with, and copyright applications pending in, the United States Copyright Office ("**USCO**") or CIPO, as applicable; copyright licenses recorded in the USCO or CIPO, as applicable; and all material unregistered Copyrights, including, with respect to each registered Copyright and copyright application, the name of the owner and the number of each such registered Copyright or copyright application. For purposes of this **Section 13(c)**, the term "Copyright" shall have the meaning ascribed thereto in the Security Agreement.

(d) Attached hereto as **Schedule 13(d)** hereto in proper form for filing with the United States Patent and Trademark Office and the United States Copyright Office and/or CIPO, as applicable, are (together with the financing statements attached as **Schedule 5** hereto) the filings necessary to preserve, protect and perfect the security interests in the Trademarks, trademark licenses, Patents, patent licenses, Copyrights and copyright licenses set forth on **Schedules 13(a)**, **(b)** and **(c)** hereto, including duly signed copies of each of the Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, as applicable. For purposes of this **Section 13**, the terms "Patent Security Agreement," "Trademark Security Agreement" and "Copyright Security Agreement" shall have the meanings ascribed thereto in the Security Agreement.

14. Commercial Tort Claims. **Schedule 14** hereto sets forth all Commercial Tort Claims (as defined in the Security Agreement) held by each Company with a value in excess of $100,000 individually or in the aggregate, including a description thereof.

15. Deposit Accounts, Securities Accounts and Commodity Accounts.

(a) **Schedule 15(a)** hereto sets forth all Deposit Accounts (as defined in the Security Agreement) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account, the current balance thereof and whether such account is a Payroll Account (as defined in the Security Agreement).

(b) **Schedule 15(b)** hereto sets forth all Securities Accounts and Commodity Accounts (each as defined in the Security Agreement) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account and the current balance thereof.

16. Letter-of-Credit Rights. **Schedule 16** hereto sets forth all letters of credit and Letter-of-Credit Rights issued in favor of each Company, as beneficiary thereunder, other than in a face amount of $100,000 or less, individually or in the aggregate.

17. Motor Vehicles. **Schedule 17** hereto sets forth all motor vehicles (covered by certificates of title or ownership) owned by each Company with a book value or fair market value in excess of $10,000 individually, and the owner and approximate value of such motor vehicles.

Each Company hereby authorizes the Collateral Agent to file financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interests granted or to be granted to the Collateral Agent under the Security Agreement. Such financing statements may describe the collateral in the same manner as described in the Security Agreement or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Collateral Agent, including, without limitation, describing such property as "all assets whether now owned or hereafter acquired" or "all personal property whether now owned or hereafter acquired."

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned executes this Perfection Certificate as of the date first above written.

POMONA MERGER CORP.

By: ____
Name: ____
Title: ____

POMONA HOLDINGS, INC.

By: ____
Name: ______________________________________
Title: ______________________________________

CLEMENT PAPPAS AND COMPANY, INC.

By: ____
Name: ______________________________________
Title: ______________________________________

PAPPAS FOODS, L.L.C.

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____________________________________
Name: ___________________________________
Title: ___________________________________

CLEMENT PAPPAS NC, INC.

By: ____
Name: ______________________________________
Title: ______________________________________

DELSEA FARMS, INC.

By: ____
Name: ______________________________________
Title: ______________________________________

PAPPAS PROPERTIES CA, LLC,

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: _____________________________________
Name: ___________________________________
Title: ___________________________________

PAPPAS PROPERTIES, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: ____________________________________
Name: __________________________________
Title: ___________________________________

CPC JUICE, INC.

By: _______________________________________
Name: _____________________________________
Title: ______________________________________

CP MARYLAND, LLC

By: Clement Pappas and Company, Inc.
Its: Sole Member

By: ____________________________________
Name: __________________________________
Title: ___________________________________

Schedule 1(a)

Legal Names, Etc.

Legal Name	Type of Entity	Registered Organization (Yes/No)[1]	Organizational Number[2]	Federal Taxpayer Identification Number[3]	Jurisdiction of Organization

1 If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

2 If none, so state.

3 If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

Schedule 1(b)

Prior Organizational Names

Company	Prior Name	Date of Change	Reason for Change

Schedule 1(c)

Other Names; Changes in Corporate Identity

Company	Corporate Name of Entity	Action	Date of Action	Jurisdiction of Formation	List of All Other Names Used During Past Five Years	Explanation

Schedule 2(a)

Chief Executive Offices and Registered Offices

Company	Chief Executive Office Address	Registered Office Address	County or Canton	State, Province or District

Schedule 2(b)

Location of Books and Records

Company	Address	County or Canton	State, Province or District

Schedule 2(c)

Other Places of Business

Company	Address	County or Canton	State, Province or District

Schedule 2(d)

Additional Locations of Equipment and Inventory

Company	Address	County or Canton	State, Province or District

Schedule 2(e)

Locations of Collateral in Possession of Persons Other Than Companies

Company	Name of Entity in Possession of Collateral/Capacity of such Entity	Address/Location of Collateral	County or Canton	State, Province or District

Schedule 3

Transactions Other Than in the Ordinary Course of Business

Company	Description of Transaction Including Parties Thereto	Date of Transaction

Schedule 4

File Search Reports

Company	Search Report Dated	Prepared by	Jurisdiction

Schedule 5

Copy of Financing Statements To Be Filed

See attached.

Schedule 6

Filings/Filing Offices

Type of Filings[*]	Entity	Applicable Security Document[1]	Filing Office (or Registers)

[*] UCC-1 financing statement, fixture filing, mortgage, intellectual property filing or other necessary filing.

[1] Mortgage, Security Agreement or other.

Schedule 7

Real Property

Entity of Record	Location Address	Owned or Leased	Landlord/Owner if Leased	Description of Lease Documents

Schedule 8(a)

Attached hereto is a true copy of each termination statement filing duly acknowledged or otherwise identified by the filing officer.

Schedule 8(b)

Termination Statement Filings

Debtor	Jurisdiction	Secured Party	Type of Collateral	UCC-1 / PPSA / Luxembourg File Date	UCC-1 / PPSA / Luxembourg File Number

Schedule 9

Changes from Circumstances Described in Perfection Certificate

None.

Schedule 10

Stock Ownership and Other Equity Interests

Current Legal Entities Owned	Record Owner	Certificate No.	No. Shares/Interest	Percentage Owned	Percent Pledged

Schedule 11

Instruments and Tangible Chattel Paper

1. Promissory Notes:

Entity	Principal Amount	Date of Issuance	Interest Rate	Maturity Date

2. Chattel Paper:

None.

Schedule 12

Advances

None.

Schedule 13(a)

Patents and Patent Licenses

UNITED STATES PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	PATENT/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(a) (continued)

OTHER PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	PATENT/ APPLICATION NUMBER	DESCRIPTION

<u>Schedule 13(b)</u>

<u>Trademarks and Trademark Licenses</u>

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(b) (continued)

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(c)

Copyrights and Copyright Licenses

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER

Applications:

OWNER	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(c) (continued)

OTHER COPYRIGHTS

Registrations:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	TITLE	REGISTRATION NUMBER

Applications:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(d)

Intellectual Property Filings

See attached.

Schedule 14

Commercial Tort Claims

None.

Schedule 15(a)

Deposit Accounts

OWNER	BANK	ACCOUNT NUMBER	ACCOUNT BALANCE[1]	PAYROLL ACCOUNT (YES/NO)

[1] General ledger balances for accounts are as of August 5, 2011, except for the Clement Pappas and Company, Inc. account with Bank of Montreal which is as of July 31, 2011.

Schedule 15(b)

Securities Accounts and Commodity Accounts

None.

Schedule 16

Letters of Credit and Letter-of-Credit Rights

None

Schedule 17

Motor Vehicles

EXHIBIT J-2

FORM OF
PERFECTION CERTIFICATE SUPPLEMENT

(see attached)

PERFECTION CERTIFICATE SUPPLEMENT

[INSERT DATE]

Reference is hereby made to (i) that certain Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**US Security Agreement**"), among Pomona Holdings, Inc., a Delaware corporation ("**Holdings**"), Lassonde Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("**LuxCo**"), Clement Pappas and Company, Inc., a New Jersey corporation ("**Clement Pappas**"), and the Pledgors (as defined in the US Security Agreement), in favor of Jefferies Finance LLC, in its capacity as collateral agent pursuant to the Term Loan Agreement (as hereinafter defined), as pledgee, assignee and secured party, (ii) that certain deed of hypothec, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Canadian Security Agreement**"), among Borrower, Canadian GP and Jefferies Finance LLC as collateral agent, (iii) that certain deed of hypothec (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Lassonde Pledge Agreement**") by each of Lassonde Industries Inc. and A. Lassonde inc. in favor of Jefferies Finance LLC as collateral agent, (iv) that certain LuxCo Security Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Security Agreement**" and, together with the US Security Agreement and the Canadian Security Agreement, the "**Security Agreements**"), among Pomona Merger Corp., a New Jersey corporation ("**MergerSub**") that on August 12, 2011 was merged with and into Clement Pappas with Clement Pappas and MergerSub collectively the Borrower (as defined in the LuxCo Security Agreement), Holdings, and the Pledgors (as defined in the LuxCo Security Agreement) from time to time party thereto, (v) that certain Term Loan Agreement, dated as of August 12, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec ("**Borrower**"), LuxCo, 7925271 Canada inc., a corporation organized under the laws of Canada ("**Canadian GP**"), the CP Guarantors (as defined in the Term Loan Agreement), the Lenders (as defined in the Term Loan Agreement), Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers (in such capacity, the "**Arrangers**"), and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**"), GE Canada Finance Holding Company and Rabobank Nederland, Canadian Branch as co-documentation agents and Bank of Montreal, as syndication agent and (v) that certain Perfection Certificate delivered on August 12, 2011 (as supplemented by any perfection certificate supplements delivered prior to the date hereof, the "**Prior Perfection Certificate**"). Unless otherwise defined herein, terms defined in the Term Loan Agreement and used herein shall have the meanings given to them in the Term Loan Agreement.

As used herein, the term "**Company**" means Pledgor as defined in the Term Loan Agreement and the term "**Companies**" means Pledgors as defined in the Term Loan Agreement. For the purposes of this Perfection Certificate, information is provided regarding Lassonde Industries Inc. and A. Lassonde inc. only to the extent relevant to their respective pledges.

The undersigned hereby certify to the Administrative Agent and each of the Secured Parties as follows:

1. Names. (a) Except as listed on **Schedule 1(a)** hereto, (i) Schedule 1(a) to the Prior Perfection Certificate sets forth the exact legal name of each Company, as such name appears in its respective certificate or deed of incorporation, certificate or articles of formation or any other Organizational Document, (ii) each Company (1) is the type of entity disclosed next to its name in Schedule 1(a) to the

Prior Perfection Certificate and (2) a registered organization except to the extent disclosed in Schedule 1(a) to the Prior Perfection Certificate; and Schedule 1(a) to the Prior Perfection Certificate sets forth the organizational identification number, if any, of each Company that is a registered organization, the Federal Taxpayer Identification Number of each Company and the jurisdiction of organization of each Company.

(b) Except as listed on **Schedule 1(b)** hereto, Schedule 1(b) to the Prior Perfection Certificate sets forth any other corporate or organizational names each Company has had in the past five years (or at any time in the case of the Pledgors under the Canadian Security Agreement or the LuxCo Security Agreement), together with the date of any relevant change.

(c) Except as listed on **Schedule 1(c)** hereto, (i) Schedule 1(c) to the Prior Perfection Certificate sets forth a list of all other names (including trade names or similar appellations) used by each Company, or any other business or organization to which any Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof and (ii) Schedule 1(c) to the Prior Perfection Certificate also sets forth the information required by Section 1 for any other business or organization to which each Company became the successor by merger, consolidation, acquisition, change in form, nature or jurisdiction of organization or otherwise, at any time during the past five years and the date hereof. Except as set forth in **Schedule 1(c)** hereto, no Company has changed its jurisdiction of organization at any time during the past four months.

2. Current Locations. (a) Except as listed on **Schedule 2(a)** hereto, the chief executive office of each Company and registered office is located at the address set forth in Schedule 2(a) to the Prior Perfection Certificate.

(b) Except as listed on **Schedule 2(b)** hereto, Schedule 2(b) to the Prior Perfection Certificate sets forth all locations where each Company maintains any books or records relating to any Collateral.

(c) Except as listed on **Schedule 2(c)** hereto, Schedule 2(c) to the Prior Perfection Certificate sets forth all the other places of business of each Company.

(d) Except as listed on **Schedule 2(d)** hereto, Schedule 2(d) to the Prior Perfection Certificate sets forth all locations where each Company maintains any of the Collateral consisting of inventory or equipment (whether or not in the possession of any Company).

(e) Except as listed on **Schedule 2(e)** hereto, Schedule 2(e) to the Prior Perfection Certificate sets forth the locations of all persons or entities other than each Company which have possession or are intended to have possession of any of the Collateral consisting of instruments, chattel paper, inventory or equipment.

3. [Reserved].

4. File Search Reports. Attached as **Schedule 4** hereto are true and accurate copies of the file search reports from (i) the Uniform Commercial Code, PPSA, RPMRR, and Luxembourg, as applicable, filing offices (x) in each jurisdiction identified on **Schedule 1(a)** with respect to each legal name set forth on **Schedule 1(a)** and **Schedule 1(b)**, and (y) in each jurisdiction described in **Schedule 1(c)** hereto relating to any of the transactions described in **Schedule 1(c)** hereto, and (ii) each real estate recording office/officer or land register identified on **Schedule 7** hereto with respect to real estate (immovables) on

which Collateral consisting of fixture is or is to be located. The attached file search reports include true and accurate copies of each financing statement, including judgment and tax liens, bankruptcy and pending lawsuits or other filing identified in the file search reports provided with respect to each Loan Party has been delivered to the Collateral Agent.

5. UCC/PPSA/RPMRR/Luxembourg Filings. With respect to each Company listed on **Schedule 1(a)** or **1(b)** hereto, the financing statements (duly authorized by each Company constituting the debtor therein), including the indications of the collateral, attached as **Schedule 5** hereto relating to the Security Agreements or the applicable Mortgage(s), are in the appropriate forms for filing in the filing offices in the jurisdictions identified in **Schedule 6** hereto.

6. Schedule of Filings. Except as listed on **Schedule 6** hereto, with respect to each Company listed Schedule 1(a) or Schedule 1(b) hereto, Schedule 6 to the Prior Perfection Certificate sets forth (i) the appropriate filing offices or registers for the financing statements or registration forms attached hereto as **Schedule 5** and (ii) the appropriate filing offices or registers for the filings or registrations described in **Schedule 13(d)** hereto and (iii) any other actions required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents. No other filings, registrations or actions are required to create, preserve, protect and perfect the security interests in or hypothecs on the Collateral granted to the Collateral Agent pursuant to the Security Documents.

7. Real Property. Except as set forth on **Schedule 7** hereto, Schedule 7 to the Prior Perfection Certificate sets forth all real property (or immovables) owned, leased or licensed by each Company.

8. [Intentionally Omitted].

9. [Intentionally Omitted].

10. Stock Ownership and Other Equity Interests. Except as set forth on **Schedule 10** hereto, Schedule 10 to the Prior Perfection Certificate sets forth (i) all the issued and outstanding stock, partnership interests, limited liability company membership interests or other Equity Interests of each Company (other than Holdings) and the record and beneficial owners of such stock, partnership interests, membership interests or other Equity Interests, and (ii) each equity investment of each Company that represents 50% or less of the equity of the entity in which such investment was made except to the extent such equity investment is held in a Securities Account set forth on **Schedule 15** hereto or on Schedule 15 to the Prior Perfection Certificate.

11. Instruments and Tangible Chattel Paper. Except as listed on **Schedule 11** hereto, Schedule 11 to the Prior Perfection Certificate sets forth (i) all promissory notes, instruments (other than checks to be deposited in the ordinary course of business), tangible chattel paper, electronic chattel paper and other evidence of in excess of $100,000 individually or in the aggregate held by each Company as of the date hereof, including all intercompany notes executed on or before the Closing Date in excess of $100,000 individually or in the aggregate between or among any two or more Companies and (ii) in each case, the outstanding principal amount thereof.

12. [Intentionally Omitted].

13. Intellectual Property. (a) Patents. Except as listed on **Schedule 13(a)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Patents issued from, and patent applications pending in, the United States Patent and Trademark Office ("**USPTO**"), the Canadian Intellectual Property Office ("**CIPO**") or the Luxembourg Intellectual Property Directorate ("**LIPD**"), as

applicable; patent licenses recorded in the USPTO, CIPO or LIPD, as applicable; and including, with respect to each of the foregoing Patents and patent applications, the name of the owner and the number of each such Patent or patent application. For purposes of this **Section 13(a)**, the term "Patent" shall have the meaning ascribed thereto in the Security Agreements.

(b) Trademarks. Except as listed on **Schedule 13(b)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Trademarks registered with, and trademark applications pending in, the USPTO, CIPO or authorities granting trademark protection covering Luxembourg, namely, the Benelux Office of Intellectual Property ("**BOIP**") or the Office of Harmonization for the Internal Market ("**OHIM**"), as applicable; trademark licenses recorded in the USPTO, CIPO, BOIP or OHIM, as applicable; all unregistered Trademarks; and including, with respect to each of the foregoing registered Trademarks and trademark applications, the name of the owner and the number of each such registered Trademark or trademark application. For purposes of this **Section 13(b)**, the term "Trademark" shall have the meaning ascribed thereto in the Security Agreements.

(c) Copyrights. Except as listed on **Schedule 13(c)** hereto, Schedule 13(c) to the Prior Perfection Certificate sets forth all of each Company's Copyrights registered with, and copyright applications pending in, the United States Copyright Office ("**USCO**"), CIPO or LIPD, as applicable; copyright licenses recorded in the USCO, CIPO or LIPD, as applicable; and all material unregistered Copyrights, including, with respect to each registered Copyright and copyright application, the name of the owner and the number of each such registered Copyright or copyright application. For purposes of this **Section 13(c)**, the term "Copyright" shall have the meaning ascribed thereto in the Security Agreements.

(d) Attached hereto as **Schedule 13(d)** hereto in proper form for filing with the United States Patent and Trademark Office and the United States Copyright Office, CIPO, BOIP, OHIM, and/or LIPD, as applicable, are (together with the financing statements attached as **Schedule 5** hereto) the filings necessary to preserve, protect and perfect the security interests in the Trademarks, trademark licenses, Patents, patent licenses, Copyrights and copyright licenses set forth on **Schedules 13(a)**, **(b)** and **(c)** hereto, including duly signed copies of each of the Patent Security Agreement, Trademark Security Agreement and Copyright Security Agreement, as applicable. For purposes of this **Section 13(d)**, the terms "Patent Security Agreement," "Trademark Security Agreement" and "Copyright Security Agreement" shall have the meanings ascribed thereto in the Security Agreement.

14. Commercial Tort Claims. Except as listed on **Schedule 14** hereto, Schedule 14 to the Prior Perfection Certificate sets forth all Commercial Tort Claims (as defined in the Security Agreements) held by each Company with a value in excess of $100,000 individually or in the aggregate, including a description thereof.

15. Deposit Accounts, Securities Accounts and Commodity Accounts.

(a) Except as listed on **Schedule 15(a)** hereto, Schedule 15(b) to the Prior Perfection Certificate sets forth all Deposit Accounts (as defined in the Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account, the current balance thereof and whether such account is a Payroll Account (as defined in the Security Agreements).

(b) Except as listed on **Schedule 15(b)** hereto, Schedule 15(b) to the Prior Perfection Certificate sets forth all Securities Accounts and Commodity Accounts (each as defined in the

Security Agreements) maintained by each Company, including the name of each institution where each such account is held, the name of each such account, the name of each entity that holds each account and the current balance thereof.

16. Letter-of-Credit Rights. Except as listed on **Schedule 16** hereto, Schedule 16 to the Prior Perfection Certificate sets forth all letters of credit and Letter-of-Credit Rights issued in favor of each Company, as beneficiary thereunder, other than in a face amount of $100,000 or less, individually or in the aggregate.

17. Motor Vehicles. Except as listed on **Schedule 17** hereto, Schedule 17 to the Prior Perfection Certificate sets forth all motor vehicles (covered by certificates of title or ownership) owned by each Company with a book value or fair market value in excess of $10,000 individually, and the owner and approximate value of such motor vehicles.

Each Company hereby authorizes the Collateral Agent to file financing or continuation statements, and amendments thereto, in all jurisdictions and with all filing offices as the Collateral Agent may determine, in its sole discretion, are necessary or advisable to perfect the security interests granted or to be granted to the Collateral Agent under the Security Agreements. Such financing statements may describe the collateral in the same manner as described in the Security Agreements or may contain an indication or description of collateral that describes such property in any other manner as the Collateral Agent may determine, in its sole discretion, is necessary, advisable or prudent to ensure the perfection of the security interest in the collateral granted to the Collateral Agent, including, without limitation, describing such property as “all assets whether now owned or hereafter acquired” or “all personal property whether now owned or hereafter acquired.”

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned executes this Perfection Certificate as of the date first above written.

[____________________]

By:_______________________________________
Name:
Title:

[____________________]

By:_______________________________________
Name:
Title:

[____________________]

By: _______________________________________
Name:
Title:

[_____________________]

By:_______________________________________
Name:
Title:

[_____________________]

By:_______________________________________
Name:
Title:

Schedule 1(a)

Legal Names, Etc.

Legal Name	Type of Entity	Registered Organization (Yes/No)[1]	Organizational Number[2]	Federal Taxpayer Identification Number[3]	Jurisdiction of Organization

1 If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

2 If none, so state.

3 If foreign entity, please indicate the foreign equivalent, if any, with a short explanation as a footnote.

Schedule 1(b)

Prior Organizational Names

Company	Prior Name	Date of Change	Reason for Change

Schedule 1(c)

Other Names; Changes in Corporate Identity

Company	Corporate Name of Entity	Action	Date of Action	Jurisdiction of Formation	List of All Other Names Used During Past Five Years	Explanation

Schedule 2(a)

Chief Executive Offices and Registered Offices

Company	Chief Executive Office Address	Registered Office Address	County or Canton	State, Province or District

Schedule 2(b)

Location of Books and Records

Company	Address	County or Canton	State, Province or District

Schedule 2(c)

Other Places of Business

Company	Address	County or Canton	State, Province or District

Schedule 2(d)

Additional Locations of Equipment and Inventory

Company	Address	County or Canton	State, Province or District

Schedule 2(e)

Locations of Collateral in Possession of Persons Other Than Companies

Company	Name of Entity in Possession of Collateral/Capacity of such Entity	Address/Location of Collateral	County or Canton	State, Province or District

Schedule 3

Transactions Other Than in the Ordinary Course of Business

Company	Description of Transaction Including Parties Thereto	Date of Transaction

Schedule 4

File Search Reports

Company	Search Report Dated	Prepared by	Jurisdiction

Schedule 5

Copy of Financing Statements To Be Filed

See attached.

Schedule 6

Filings/Filing Offices

Type of Filings[*]	Entity	Applicable Security Document[1]	Filing Office (or Registers)

[*] UCC-1 financing statement, fixture filing, mortgage, intellectual property filing or other necessary filing.

[1] Mortgage, Security Agreement or other.

Schedule 7

Real Property

Entity of Record	Location Address	Owned or Leased	Landlord/Owner if Leased	Description of Lease Documents

Schedule 8(a)

Attached hereto is a true copy of each termination statement filing duly acknowledged or otherwise identified by the filing officer.

Schedule 8(b)

Termination Statement Filings

Debtor	Jurisdiction	Secured Party	Type of Collateral	UCC-1 / PPSA / Luxembourg File Date	UCC-1 / PPSA / Luxembourg File Number

Schedule 9

Changes from Circumstances Described in Perfection Certificate

None.

Schedule 10

Stock Ownership and Other Equity Interests

Current Legal Entities Owned	Record Owner	Certificate No.	No. Shares/Interest	Percentage Owned	Percent Pledged

Schedule 11

Instruments and Tangible Chattel Paper

1. Promissory Notes:

Entity	Principal Amount	Date of Issuance	Interest Rate	Maturity Date

2. Chattel Paper:

Schedule 12

Advances

Schedule 13(a)

Patents and Patent Licenses

UNITED STATES PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	PATENT/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(a) (continued)

OTHER PATENTS:

Issued Patents:

OWNER	PATENT NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	DESCRIPTION

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	PATENT/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(b)

Trademarks and Trademark Licenses

UNITED STATES TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(b) (continued)

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Applications:

OWNER	APPLICATION NUMBER	COUNTRY/STATE/PROVINCE/DISTRICT	TRADEMARK

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	TRADEMARK

Schedule 13(c)

Copyrights and Copyright Licenses

UNITED STATES COPYRIGHTS

Registrations:

OWNER	TITLE	REGISTRATION NUMBER

Applications:

OWNER	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(c) (continued)

OTHER COPYRIGHTS

Registrations:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	TITLE	REGISTRATION NUMBER

Applications:

OWNER	COUNTRY/STATE/PROVINCE/DISTRICT	APPLICATION NUMBER

Licenses:

LICENSEE	LICENSOR	COUNTRY/STATE/PROVINCE/DISTRICT	REGISTRATION/ APPLICATION NUMBER	DESCRIPTION

Schedule 13(d)

Intellectual Property Filings

Schedule 14

Commercial Tort Claims

Schedule 15(a)

Deposit Accounts

OWNER	BANK	ACCOUNT NUMBER	ACCOUNT BALANCE[1]	PAYROLL ACCOUNT (YES/NO)

[1] General ledger balances for accounts are as of August 5, 2011, except for the Clement Pappas and Company, Inc. account with Bank of Montreal which is as of July 31, 2011.

Schedule 15(b)

Securities Accounts and Commodity Accounts

Schedule 16

Letters of Credit and Letter-of-Credit Rights

Schedule 17

Motor Vehicles

EXHIBIT K-1

FORM OF
US SECURITY AGREEMENT

(to be attached)

EXHIBIT K-2

FORM OF
QUEBEC SECURITY AGREEMENT

(to be attached)

EXHIBIT K-3

FORM OF
LASSONDE PLEDGE AGREEMENT

(to be attached)

EXHIBIT K-4

FORM OF
LUXEMBOURG SECURITY AGREEMENT

(to be attached)

EXHIBIT K-5

FORM OF
LUXEMBOURG PLEDGE AGREEMENT

(to be attached)

EXHIBIT K-6

FORM OF
BLOCKED ACCOUNT AGREEMENT

(to be attached)

EXHIBIT L

FORM OF NON-BANK CERTIFICATE

Reference is made to the Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Capitalized terms used herein that are not defined herein shall the meanings ascribed to them in the Term Loan Agreement.

The undersigned is providing this certificate pursuant to Section 2.15(e) of the Term Loan Agreement and hereby certifies that:

15. The undersigned is the sole record and beneficial owner of the loans or the obligations evidenced by the Note(s) in respect of which it is providing this certificate.

16. The undersigned is not a "bank" within the meaning of Section 881(c)(3)(A) of the Internal Revenue Code of 1986, as amended (the "**Code**"). In this regard, the undersigned further represents and warrants that:

(a) the undersigned is not subject to regulatory or other legal requirements as a bank in any jurisdiction; and

(b) the undersigned has not been treated as a bank for purposes of any tax, securities law or other filing or submission made to any governmental authority, any application made to a rating agency or qualification for any exemption from tax, securities law or other legal requirements.

17. The undersigned is not a "10-percent shareholder" of the Borrower within the meaning of Section 881(c)(3)(B) of the Code.

18. The undersigned is not a "controlled foreign corporation" related to the Borrower as described in Section 881(c)(3)(C) of the Code.

[NAME OF LENDER]

By: ___________________________________
Name:
Title:

[ADDRESS]

Dated:____________________, 20___

EXHIBIT M

FORM OF
SOLVENCY CERTIFICATE

The undersigned, [_______________], Chief Financial Officer of Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec (the "**Borrower**"), solely in his or her capacity as Chief Financial Officer of the Borrower and not in an individual capacity, does hereby certify pursuant to clause (h) of Article IV of that certain Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among the Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in the Term Loan Agreement), the Lenders, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers, and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders, as follows:

Both immediately before and immediately after the consummation of the Transactions to occur on the Closing Date, including all advances and other credit extensions made on such date other than under the Loan Documents, and immediately following the making of each Loan and after giving effect to the application of the proceeds of each Loan on the Closing Date:

(a) The fair value of the Property of the CP Guarantors, taken as a whole, will exceed their debts and liabilities, subordinated, contingent or otherwise;

(b) The present fair saleable value of the Property of the CP Guarantors, taken as a whole, will be greater than the amount that will be required to pay the probable liability of their debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

(c) The CP Guarantors, taken as a whole, will be able to pay their debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured;

(d) The CP Guarantors, taken as a whole, will not have unreasonably small capital with which to conduct their business in which they is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date;

(e) The fair value of the Property of each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will exceed its debts and liabilities, subordinated, contingent or otherwise;

(f) The present fair saleable value of the Property of each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will be greater than the amount that will be required to pay the probable liability of its debts and other liabilities, subordinated, contingent or otherwise, as such debts and other liabilities become absolute and matured;

(g) Each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will be able to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured;

(h) Each of LuxCo, Borrower, Canadian GP, ALI and Lassonde will not have unreasonably small capital with which to conduct its business in which it is engaged as such business is now conducted and is proposed, contemplated or about to be conducted following the Closing Date;

(i) For purposes of this Solvency Certificate, the amount of contingent liabilities has been computed as the amount that, in the light of all the facts and circumstances existing as of the date hereof, represents the amount that can reasonably be expected to become an actual or matured liability and takes into account contractual and common law rights of contribution among the Guarantors, including the rights of contribution set forth in Section 7.10 of the Term Loan Agreement;

(j) No Loan Party intends, in consummating the transactions contemplated by the Term Loan Agreement, to hinder, delay, or defraud either present or future creditors or any other person to which any Loan Party is, or will become on or after the date hereof, indebted;

(k) The Administrative Agent has previously received the financial statements described in clause (e) of Article IV of the Term Loan Agreement (the "**Financial Statements**"), which the undersigned believes present fairly and accurately, the financial condition and results of operations and cash flows of Clement Pappas and its Subsidiaries as of the dates and for the periods to which they relate (subject to normal year-end audit adjustments and the absence of footnotes); and

(l) In reaching the conclusions set forth in this Certificate, the undersigned has made such other investigations and inquiries as the undersigned has deemed appropriate (acting reasonably), having taken into account the nature of the particular business anticipated to be conducted by each Loan Party after consummation of the Transactions.

The undersigned understands that the Lenders are relying on the truth and accuracy of contents of this Certificate in connection with each Loan made to the Borrower pursuant to the Term Loan Agreement.

[Signature Page Follows]

LUXLAS FUND LIMITED PARTNERSHIP

By:____________________________________

Name:

Title: Chief Financial Officer

EXHIBIT N-1

FORM OF
OPINION OF SQUIRE, SANDERS & DEMPSEY (US) LLP

(to be attached)

EXHIBIT N-2

FORM OF
TAX OPINION OF DELOITTE LLP

(to be attached)

EXHIBIT N-3

FORM OF
OPINION OF BLAKE, CASSELS & GRADON LLP

(to be attached)

EXHIBIT N-4

FORM OF
TAX OPINION OF DELOITTE LLP

(to be attached)

EXHIBIT N-5

FORM OF
OPINION OF AMMC LAW

(to be attached)

EXHIBIT N-6

FORM OF
OPINION OF BORROWER'S LOCAL COUNSEL

(to be attached)

EXHIBIT O

FORM OF
INTERCREDITOR AGREEMENT

(to be attached)

EXHIBIT P

FORM OF
LUXCO ASSIGNMENT AGREEMENT

(to be attached)

EXHIBIT P

FORM OF
LUXCO ASSIGNMENT AGREEMENT

Reference is made to the LuxCo Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among Pomona Merger Corp., a New Jersey corporation to be merged with and into Clement Pappas and Company, Inc., a New Jersey corporation, (collectively, "**Borrower**"), Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, as the lender, Jefferies Finance LLC as collateral agent and the guarantors party thereto. Unless otherwise defined herein, terms defined in the LuxCo Loan Agreement and used herein shall have the meanings given to them in the LuxCo Loan Agreement. This is the LuxCo Assignment Agreement (this "**Assignment**") referenced in each of the LuxCo Loan Agreement and the Term Loan Agreement.

Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the "**Assignor**") hereby irrevocably sells and assigns, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, from the Assignor, effective as of the Effective Date set forth below, all of the Assignor's rights and obligations under the LuxCo Loan Agreement and the other Loan Documents, including, without limitation, the Commitment and the Loans which are outstanding on the Effective Date (the "**Assigned Interest**"). From and after the Effective Date (i) the Assignee shall be a party to and be bound by the provisions of the LuxCo Loan Agreement and have the rights and obligations of the Lender thereunder and under the Loan Documents and (ii) the Assignor shall relinquish its rights under the LuxCo Loan Agreement.

The Assignor represents and warrants that (a) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim created by the Assignor and that its Commitment, and the outstanding balances of its Loans, without giving effect to assignments thereof which have not become effective, are as set forth in this Assignment and (b) it has all necessary power and authority, and has taken all action necessary, to execute and deliver this Assignment and to consummate the transactions contemplated hereby.

The Assignee (a) appoints and authorizes the Collateral Agent to take such action as collateral agent on its behalf and to exercise such powers and discretion under the LuxCo Loan Agreement, the other Loan Documents or any other instrument or document furnished pursuant hereto or thereto as are delegated to the Collateral Agent by the terms thereof, together with such powers as are incidental thereto; and (b) agrees that it will be bound by the provisions of the LuxCo Loan Agreement and will perform in accordance with its terms all the obligations which by the terms of the LuxCo Loan Agreement are required to be performed by it as the Lender.

The effective date of this Assignment shall be the Effective Date of Assignment described in Schedule 1 hereto (the "**Effective Date**"). From and after the Effective Date, Borrower shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignee whether such amounts have accrued prior to the Effective Date or accrue subsequent to the Effective Date.

From and after the Effective Date, (a) the Assignee shall be a party to the LuxCo Loan Agreement and shall have the rights and obligations of the Lender thereunder and under the other Loan Documents and shall be bound by the provisions thereof and (b) the Assignor shall, to the extent provided in this Assignment, relinquish its rights under the LuxCo Loan Agreement.

This Assignment shall be construed in accordance with and governed by the law of the State of New York without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SCHEDULE 1

TO

LUXCO ASSIGNMENT AGREEMENT

Effective Date of Assignment:____________

Legal Name of Assignor: Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*)

Legal Name of Assignee:__________

Assignee's Address for Notices:___________

____

[Signature Page Follows]

The terms set forth above are hereby agreed to:
LASSONDE LUXEMBOURG,
as Assignor

By:_____________________________________
Title:____________________________________

as Assignee
By:______________________________________
Title:____________________________________

EXHIBIT Q

FORM OF
LENDER ADDENDUM

Reference is made to the Term Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Term Loan Agreement**"), among Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec, as Borrower, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg, 7925271 Canada inc., a corporation organized under the laws of Canada, the CP Guarantors, each of the Lenders party thereto, Jefferies Finance LLC and Bank of Montreal (doing business as BMO Capital Markets), as joint lead arrangers and as joint book managers, Jefferies Finance LLC, as administrative agent for the Lenders (in such capacity, the "**Administrative Agent**") and as collateral agent for the Secured Parties, Bank of Montreal, as syndication agent and Rabobank Nederland, Canadian Branch and GE Canada Finance Holding Company as co-documentation agents for the Lenders. Capitalized terms used but not defined herein have the meanings assigned in the Term Loan Agreement.

Upon execution and delivery of this Lender Addendum by the parties hereto as provided in Section 11.21 of the Term Loan Agreement, the undersigned hereby becomes a Lender thereunder having the Commitment set forth in Schedule 1 hereto, effective as of the Closing Date.

THIS LENDER ADDENDUM SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO CONFLICT OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF LAWS OTHER THAN THE LAW OF THE STATE OF NEW YORK).

This Lender Addendum may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Lender Addendum to be duly executed and delivered by their proper and duly authorized officers as of this ___ day of August, 2011.

[LENDER]

By: ______________________________
Name:
Title:

Accepted and agreed:

LUXLAS FUND LIMITED PARTNERSHIP,
as Borrower

By: 7925271 Canada inc.
Its: General Partner

By: ___________________________________
Name:
Title:

Accepted and agreed:

JEFFERIES FINANCE LLC,
as Administrative Agent

By:______________________________
Name:
Title:

SCHEDULE 1 to
Lender Addendum

COMMITMENTS AND NOTICE ADDRESS

1.	Name of Lender:	[__________________________]
	Notice Address:	[___________________]
	Attention:	[___________________]
	Telephone:	[___________________]
	Facsimile:	[___________________]
2.	Commitment:	$[__________]

EXHIBIT R-1

FORM OF
CONVERTIBLE NOTE

(to be attached)

EXHIBIT R-1

FORM OF
NOTE

$[____________] New York, New York
[____________]

FOR VALUE RECEIVED, the undersigned, Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg (the "**Borrower**"), hereby promises to pay to Luxlas Fund Limited Partnership, a limited partnership organized under the laws of the province of Quebec or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the Convertible Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of [____________] DOLLARS or, if less, the aggregate unpaid principal amount of the Loans of the Lender outstanding under the Convertible Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the Convertible Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the Convertible Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date and amount of each Loan of the Lender outstanding under the Convertible Loan Agreement and the date and amount of each payment or prepayment of principal hereof; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the Convertible Loan Agreement.

This Note is the Note referred to in the Convertible Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Convertible Loan Agreement**"), among the Borrower and the Lender. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

Borrower hereby acknowledges Lender's right to convert all or any part of the Loan pursuant to the Conversion Right under Section 2.08 of the Convertible Loan Agreement.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the Convertible Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE CONVERTIBLE LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

LASSONDE LUXEMBOURG,

By: ______________________________________

Name:

Title:

EXHIBIT R-2

FORM OF
LUXCO NOTE

(to be attached)

EXHIBIT R-2

**FORM OF
NOTE**

$[____________] New York, New York
[____________]

FOR VALUE RECEIVED, the undersigned, Clement Pappas and Company, Inc., a New Jersey corporation (as successor by merger to Pomona Merger Corp., a New Jersey corporation) (the "**Borrower**"), hereby promises to pay to Lassonde Luxembourg, a Luxembourg private limited liability company (*société à responsabilité limitée*) organized under the laws of Luxembourg or its registered assigns (the "**Lender**") on the Maturity Date (as defined in the LuxCo Loan Agreement referred to below) in lawful money of the United States and in immediately available funds, the principal amount of [____________] DOLLARS or, if less, the aggregate unpaid principal amount of all Loans of the Lender outstanding under the LuxCo Loan Agreement referred to below, which sum shall be due and payable in such amounts and on such dates as are set forth in the LuxCo Loan Agreement. The Borrower further agrees to pay interest in like money at such office on the unpaid principal amount hereof from time to time at the rates, and on the dates, specified in Section 2.05 of the LuxCo Loan Agreement. Terms used in this Note (this "**Note**") which are defined in the LuxCo Loan Agreement shall have such defined meanings unless otherwise defined herein.

The holder of this Note may endorse and attach a schedule to reflect the date, Type and amount of each Loan of the Lender outstanding under the LuxCo Loan Agreement, the date and amount of each payment or prepayment of principal hereof, and the date of each interest rate conversion or continuation pursuant to Section 2.07 of the LuxCo Loan Agreement and the principal amount subject thereto; *provided* that the failure of the Lender to make any such recordation (or any error in such recordation) shall not affect the obligations of any Borrower hereunder or under the LuxCo Loan Agreement.

This Note is the Note referred to in the LuxCo Loan Agreement, dated as of August [__], 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**LuxCo Loan Agreement**"), among the Borrower, the Lender, the Guarantors (such term and each other capitalized term used but not defined herein having the meaning given to it in LuxCo Loan Agreement) and Jefferies Finance LLC as collateral agent for the Secured Parties. This Note is subject to the provisions thereof and is subject to optional and mandatory prepayment in whole or in part as provided therein.

This Note is secured and guaranteed as provided in the LuxCo Loan Agreement, the Intercreditor Agreement and the Security Documents. Reference is hereby made to the LuxCo Loan Agreement, the Intercreditor Agreement and the Security Documents for a description of the properties and assets in which a security interest has been granted, the nature and extent of the security and guarantees, the terms and conditions upon which the security interest and each guarantee was granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence and during the continuation of any one or more of the Events of Default specified in the LuxCo Loan Agreement, all amounts then remaining unpaid on this Note shall become, or may be declared to be, immediately due and payable, all as provided therein.

All parties now and hereafter liable with respect to this Note, whether maker, principal, surety, guarantor, endorser or otherwise, hereby waive presentment, demand, protest and all other notices of any kind.

THIS NOTE MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE LUXCO LOAN AGREEMENT.

THIS NOTE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

CLEMENT PAPPAS AND COMPANY, INC.

By:__________

Name:

Title: